MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 21, 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 September 21, 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 the week of September 27 - October 3, 2021 as, "Diaper Need Awareness Week" (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 preliminary year-end results (July-June) 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 Relating to Procurement; ratifying the Town Manager's approval of a change order to the Kittelson & Associates design contract for the Lon Adams Road Reconstruction (ST068) in the amount of $4,988.00; authorizing the transfer of appropriations, if necessary, for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Mo El-Ali)

C2 Resolution No. 2021-127: Relating to Budget; approving the transfer of up to $500,000 in budgeted expense authority from the Transportation Fund for Project ST098 Tangerine Road Widening, Phase 2A in the fiscal year 2021-2022 budget to the Water Capital Fund to pay for anticipated costs associated with a new project for the design of a water main to coincide with the project (Yiannis Kalaitzidis).

C3 Resolution No. 2021-128: Relating to Police Department; approving and authorizing the Chief of Police to execute a Program Funded Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department for Fiscal Year 2022 (Libby Shelton)

C4 Resolution No. 2021-129: Relating to Public Works; approving and authorizing the Mayor to execute an intergovernmental agreement between the State of Arizona by and through its Department of Transportation and the Town of Marana for funding for the Tangerine Road widening project (Mo El-Ali)

C5 Resolution No. 2021-130: Relating to Addressing; renaming two streets in The Village at Barnett subdivision, located at the northeast corner of Sanders Road and Barnett Road (Spencer Hickman)

C6 Approval of the Regular Council Meeting Summary Minutes of September 7, 2021 (Cherry L. Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2021.019: Relating to Development; approving a rezoning of approximately 47 acres of land, generally located on the northwest corner of Barnett Road and Sandario Road, from R-6 (Residential) to R-4 (Residential) (Cynthia Ross)

A2 PUBLIC HEARING: Ordinance No. 2021.020: Relating to Development; approving an amendment to the Gladden Farms II Specific Plan to revise the land use designation of Block 38B and Block 43, generally located north of Tangerine Road and west of the Clark Farms Road alignment, from Commercial (C) to High-Density Residential (HDR); approving and authorizing the Mayor to sign the Sixth Amendment to the Gladden Farms II Development Agreement and the First Amendment to the Development Agreement regarding Development Impact Fee Credits for Gladden Farms II (Cynthia Ross and Jane Fairall)

Resolution No. 2021-131: Relating to Development; declaring as a public record filed with the Town Clerk the amended Gladden Farms II Specific Plan adopted by Ordinance No. 2021.020 (Cynthia Ross)

A3 Resolution No. 2021-132: Relating to Administration; approving and authorizing the Finance Director to execute Amendment Two to the Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services (Libby Shelton)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Terry Rozema)

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

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

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: 09/21/2021

From: Cherry L. Lawson, Town Clerk

Date: September 21, 2021

Subject: Proclamation recognizing the week of September 27 - October 3, 2021 as, "Diaper Need Awareness Week" (Cherry L. Lawson)

Attachments

Proclamation - Diaper Need Awareness Week

MARANA AZ

PROCLAMATION
DIAPER NEED AWARENESS WEEK
September 27 – October 3, 2021

WHEREAS, diaper need, the condition of not having a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of babies, toddlers, and their families; and

WHEREAS, national surveys and research studies report that one in three families struggle with diaper need and 48 percent delay changing a diaper to extend their supply, as children go through six to twelve diapers each day during the two to three years they wear diapers; and purchasing enough diapers to keep a baby or toddler clean, dry and healthy can consume fourteen percent of a low-wage family's post-tax income, making it difficult to obtain a sufficient supply; and

WHEREAS, during the COVID-19 pandemic, diaper banks across the country saw enormous increases in demand for diapers and expanded their distribution of diapers by an average of 86 percent; a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in child care programs and quality early-education programs; and

WHEREAS, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention resulting in medical costs, and may prevent parents from accessing child care needed to go to work or school, thereby destabilizing the family's economic prospects and well-being; and

WHEREAS, the people of Marana recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; Marana is proud to be home to trusted community-based organizations including the Diaper Bank of Central and Southern Arizona, that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and

WHEREAS, while experiencing double, triple, or greater increase in demand for diapers due to the pandemic and economic shutdown, these diaper banks continue to do everything in their ability to increase diaper distributions and support children and families in need of immediate assistance; and now that our state is recovering from the pandemic, diaper banks are playing a critical role in supporting families and advancing our collective growth.

NOW, THEREFORE, Mayor Honea and the Marana Town Council do hereby declare the week of September 27 – October 3, 2021 as, **"DIAPER NEED AWARENESS WEEK"** in the Town of Marana, and thank the aforementioned diaper banks, their staff, volunteers and donors for their courageous service during the crisis, and encourage the citizens of Marana to donate generously to diaper banks, diaper drives, and those organizations that collect and distribute diapers to those struggling with diaper need, so that all of Marana's children and families can thrive and reach their full potential.

Dated this 21st day of September 2021.

ATTEST:

Cherry L. Lawson, Town Clerk

Ed Honea, Mayor

Council-Regular Meeting **P1**

Meeting Date: 09/21/2021

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: September 21, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Budget; presentation of preliminary year-end results (July-June) 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 preliminary year-end financial results for the Town's General Fund and other selected major funds for fiscal year 2020-21. 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 summary, expenditure summary, and anticipated ending balances at the year-end.

Revenue

Overall, revenues and other financing sources are above expectations for the Town's General Fund and other selected funds largely fueled by a combination of ongoing federal relief funds and low interest rates which have boosted most sectors of the economy, but also due to a reduced budget for fiscal year 2020-2021 in anticipation of the impact of the pandemic to the economy. Staff will provide additional detail about fourth quarter major revenue stream collections during the presentation.

General Fund revenue is significantly above budgeted expectations and projected to come in about 22% above budgeted amounts, primarily impacted by retail sales taxes, which are higher than ever before, and Single Family Resident (SFR) permits. It should be noted that all revenue categories were higher than prior year actual revenues.

Highway User Revenue Fund (HURF) revenues resulting from the collection of fees and

taxes from users of the State's roads and highways, were also above budgeted expectations but only slightly above total prior year revenues.

Revenues for the Transportation Fund which comprises 75% of all contracting taxes collected and used for new road construction and reconstruction projects are significantly higher than anticipated at 29% above budgeted expectations due to a combination of conservative budgeting and significantly stronger than anticipated revenues spurred by low interest rates. However, total revenues were lower that prior year amounts due to the timing of construction for projects.

Revenues for the Bed Tax Fund, which accounts for the portion of bed tax revenues restricted for tourism related costs, met expectations after a strong recovery in the last quarter of the fiscal year, a trend that appears to continue in the new fiscal year.

Revenues for the Water and Water Reclamation Funds exceeded expectations for the fiscal year due to stronger than anticipated account growth directly related with the high demand for new housing in Marana.

Revenues for the Airport are above budgeted levels when excluding a planned operating transfer between funds primarily due to one-time revenues realized from the parking of commercial aircraft, but also due to higher than anticipated fuel revenues. 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 fourth quarter. This is primarily attributable to vacancy savings, operational efficiencies and also the timing of capital projects some of which will commence later than anticipated, such as the construction of the Lon Adams road rehabilitation. Also, certain purchases such as vehicles were deferred to the next fiscal year due to the impact of the pandemic, which has delayed deliveries by as much as 9 months. Additional detail on these variances and other funds are included within the visualization slides attached to this item.

General Fund Balance and Reserves

Based upon preliminary year-end results for fiscal year 2020-2021, we expect General Fund reserves of approximately $30 million available to use for one-time projects and other one-time needs by the end of fiscal year 2021-2022. This balance excludes items like the General Fund reserve of 25% of budgeted revenues, or $13.4 million, the $5 million of contingency budget capacity in next year's budget and money set aside as part of the Town's equipment and vehicle replacement program, which are available to support continued, efficient and uninterrupted service delivery. Please find a General Fund available impact slide attached to this Council report which breaks out in greater detail the various obligations of the General Fund. The amount of available fund balance will change as the Town reconciles and closes the books for fiscal year 2020-2021.

The preliminary year-end update will be available on the Town's website following tonight's meeting. The public may interact with the Power BI tool by drilling down into the data. The tool can be found on the following page after the Council meeting:

http://www.maranaaz.gov/financial-documents

Staff Recommendation:
Presentation only.

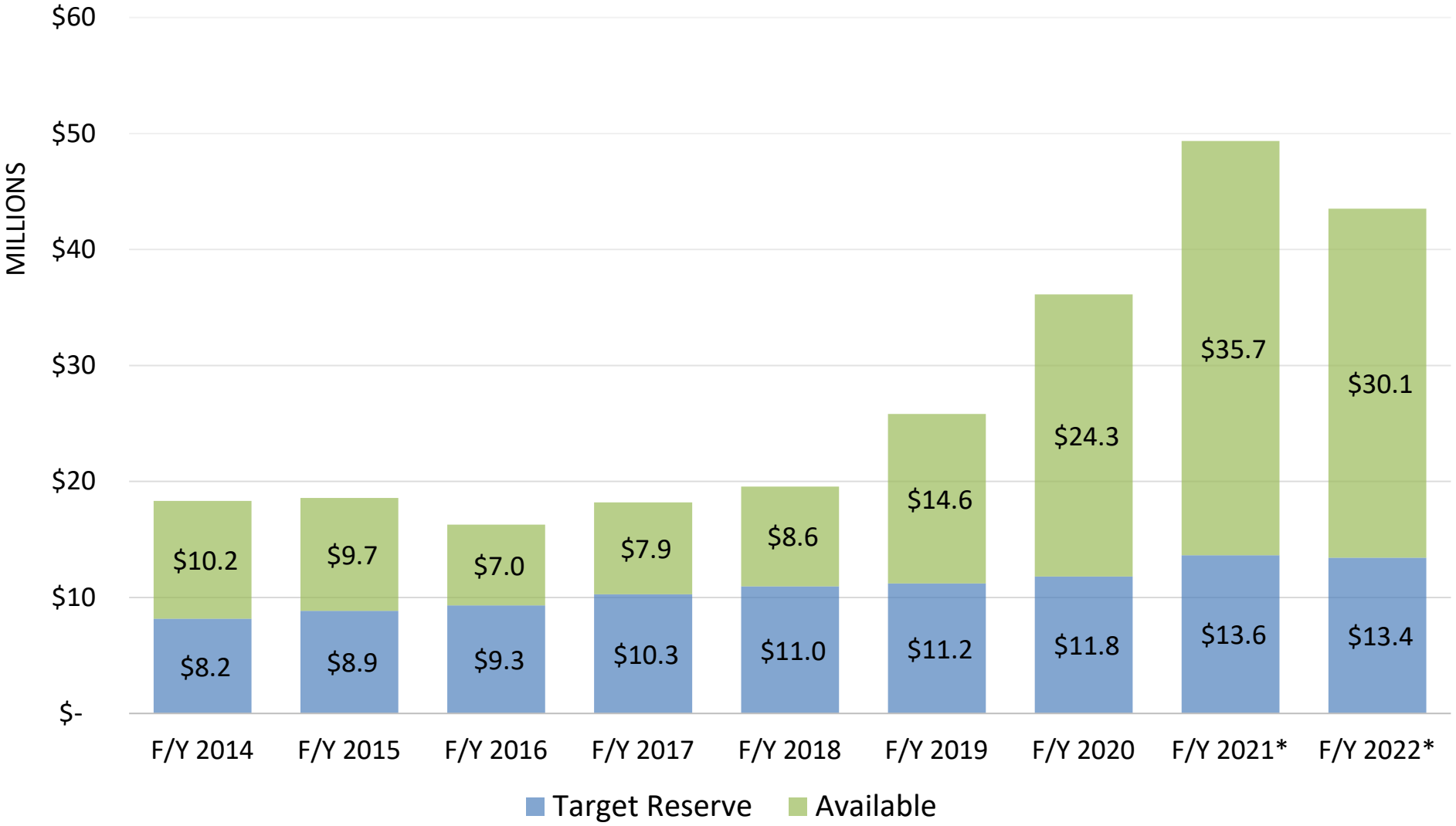
Suggested Motion:
Presentation only.

Attachments

General Fund Estimated balances
Preliminary Year-end presentation

GENERAL FUND AVAILABLE BALANCES

PRELIMINARY YEAR END RESULTS FY21



Note: Balances presented exclude other assigned balances.
**Estimated ending balances based on projections*

Financial Brief: Fourth Quarter

Fiscal Year

2020 – 2021

Prepared by: Finance Department

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FISCAL YEAR 2020 - 2021 FOURTH 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 fourth quarter of fiscal year 2021 (July 2020 - June 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	61,466,469	122%	48,168,333	44,974,604	93%	16,825,596
HURF	3,281,296	4,281,332	130%	4,166,655	3,702,599	89%	578,733
TRANSPORTATION FUND	5,800,000	7,506,876	129%	21,647,629	11,456,595	53%	-3,972,414
BED TAX FUND	1,104,840	1,093,233	99%	1,092,603	887,697	81%	205,536
WATER FUND	7,065,276	9,171,581	130%	7,658,018	7,255,134	95%	1,914,616
WATER RECLAMATION FU...	2,681,248	3,402,962	127%	2,497,887	2,525,168	101%	1,110,294
AIRPORT FUND	585,178	423,040	72%	585,178	858,218	147%	60,468

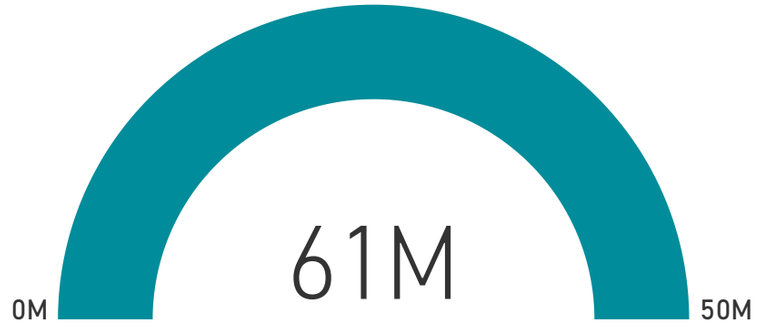
Click HERE for a User Guide and FAQ about this report

FY 2020-2021 FOURTH QUARTER: GENERAL FUND REVENUES

Select Revenue or Expense

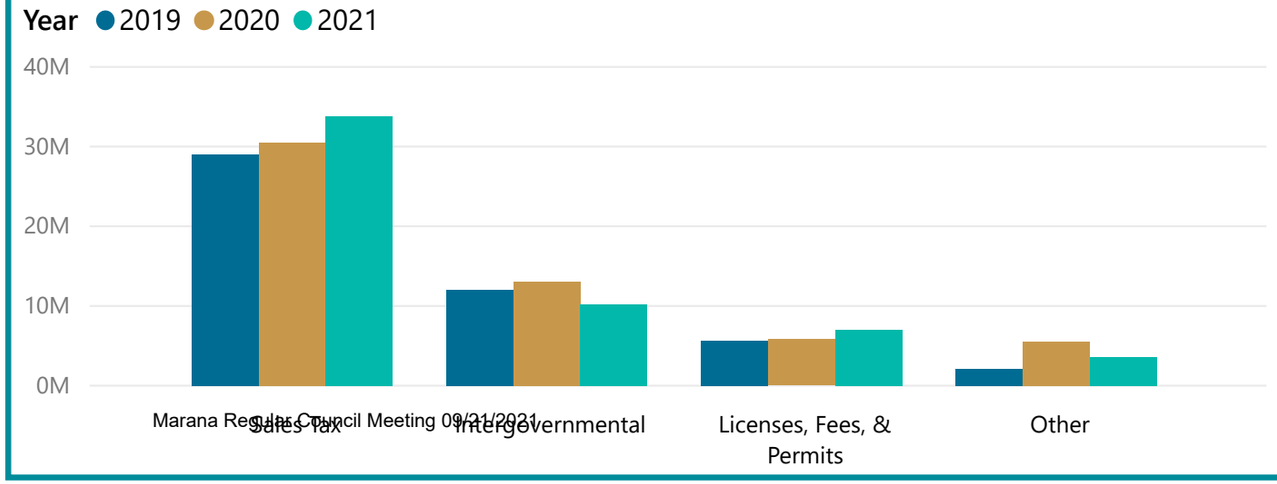
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Sales Tax	24,389,464	33,846,720	139%
Intergovernmental	13,435,743	15,371,516	114%
Licenses, Fees, & Permits	4,427,112	7,226,983	163%
Charges for Services	563,000	657,048	117%
Other	7,450,037	4,363,149	59%
Total	**50,265,356**	**61,465,418**	**122%**



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. Fourth quarter collections are 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.



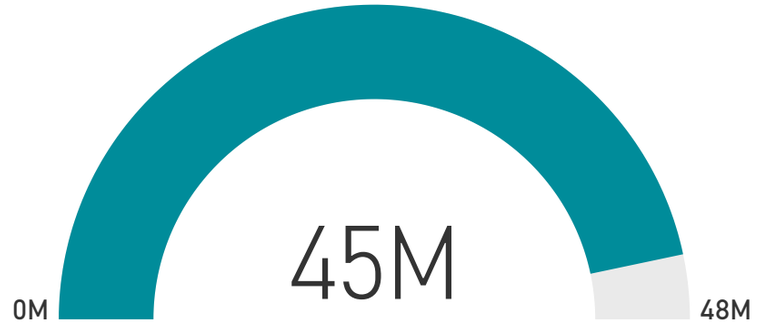
Category	2019	2020	2021
Sales Tax	28,972,723	30,497,789	33,846,720
Intergovernmental	12,012,620	13,098,547	15,371,516
Licenses, Fees, & Permits	5,851,394	5,992,340	7,226,983
Charges for Services	582,922	510,232	657,048
Other	2,769,219	6,370,726	4,364,201
Total	**50,188,878**	**56,469,634**	**61,466,469**

FY 2020-2021 FOURTH QUARTER: GENERAL FUND EXPENSES

Select Revenue or Expense

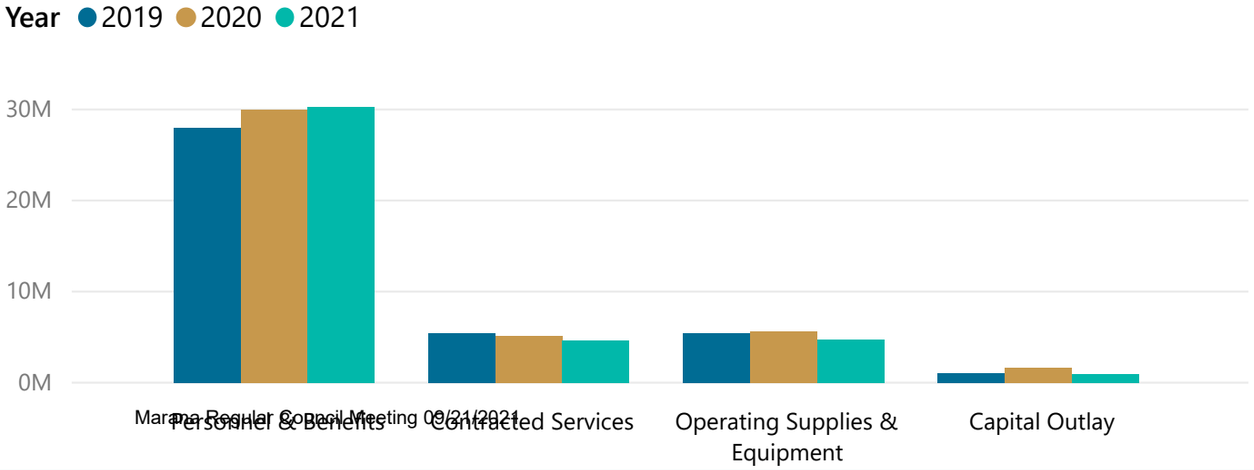
- EXPENSES
- REVENUES

Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	30,404,536	30,268,994	100%
Contracted Services	5,681,693	4,630,889	82%
Operating Supplies & Equipment	5,815,466	4,779,406	82%
Capital Outlay	1,572,723	992,794	63%
Other Financing Uses	4,693,915	4,302,521	92%
Total	**48,168,333**	**44,974,604**	**93%**



General Fund Relevant Information

General Fund expenses through the fourth quarter of FY2021 are overall as expected. Capital Outlay is less than anticipated due to the downtown visitor center project coming in under budget and court jury assembly room project being carried forward into the next fiscal year. Other Financing Uses is related to budgeted transfers, some of which are yet to occur as the Town reconciles and closes the books for the year.



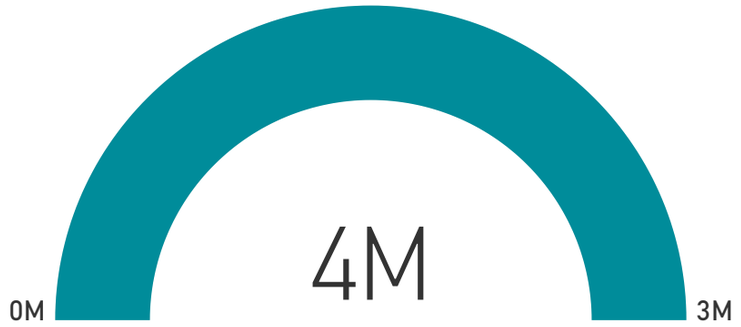
Category	2019	2020	2021
Personnel & Benefits	27,959,081	29,957,935	30,268,994
Contracted Services	5,466,830	5,140,196	4,630,889
Operating Supplies & Equipm...	5,413,555	5,606,589	4,779,406
Capital Outlay	1,093,813	1,675,482	992,794
Other Financing Uses	3,730,917	4,749,652	4,302,521
Total	**43,664,196**	**47,129,854**	**44,974,604**

FY 2020-2021 FOURTH QUARTER: HURF REVENUES

Select Revenue or Expense

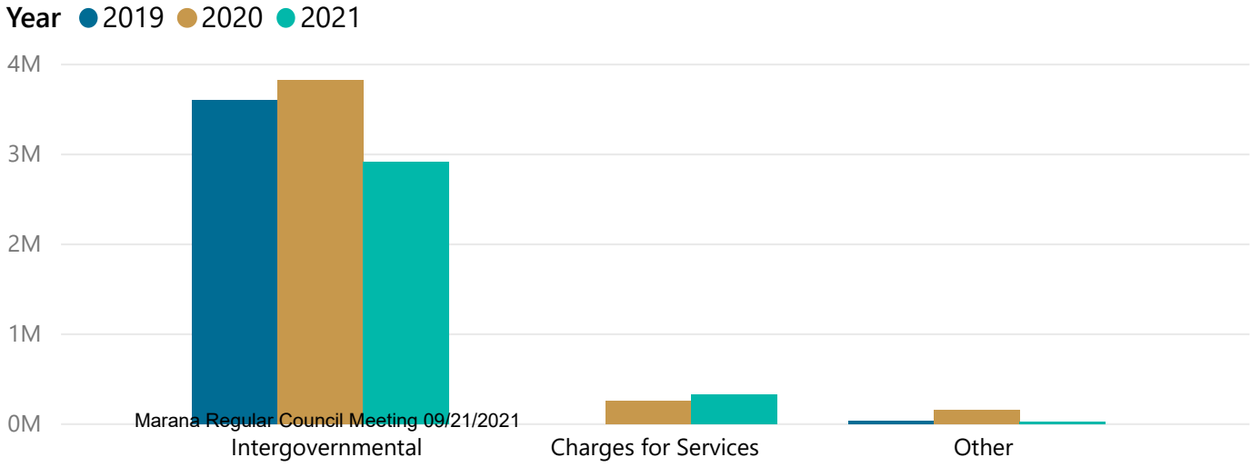
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Intergovernmental	3,276,296	3,956,482	121%
Charges for Services	0	324,246	0%
Other	5,000	603	12%
Total	**3,281,296**	**4,281,332**	**130%**



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. Fourth 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.



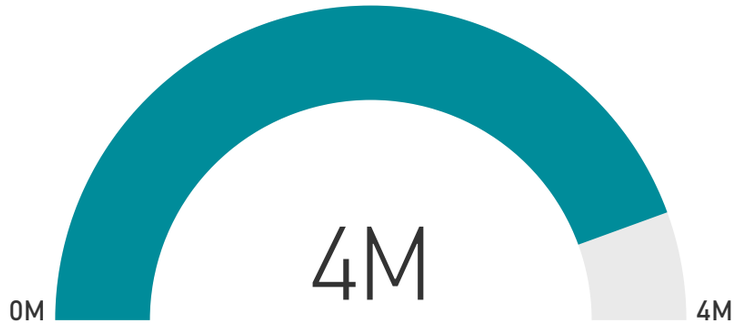
Category	2019	2020	2021
Intergovernmental	3,607,631	3,825,665	3,956,482
Charges for Services		256,695	324,246
Other	39,943	156,695	603
Total	**3,647,574**	**4,239,055**	**4,281,332**

FY 2020-2021 FOURTH QUARTER: HURF EXPENSES

Select Revenue or Expense

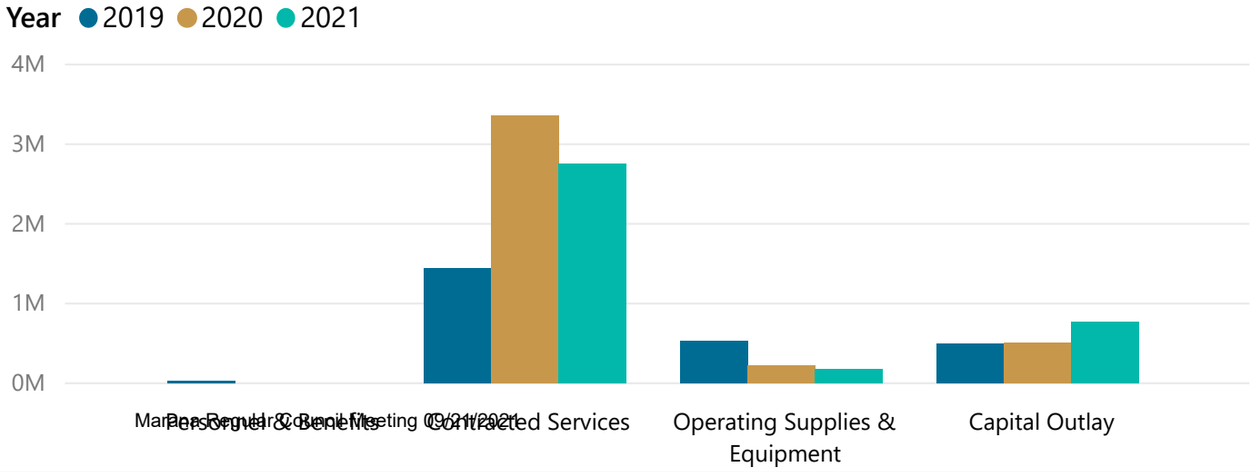
- EXPENSES
- REVENUES

Category	FY 2021 Budget	Actual	% Budget
Contracted Services	2,999,230	2,754,594	92%
Operating Supplies & Equipment	240,000	180,283	75%
Capital Outlay	848,710	767,722	90%
Other Financing Uses	78,715		
Total	**4,166,655**	**3,702,599**	**89%**



HURF Relevant Information

HURF expenses are slightly below budgeted amounts through the fourth quarter of FY2021. Contracted Services includes amounts carried forward from the previous year as well as current year amounts spent toward the Town's Pavement Preservation Program which was completed as planned and below initial cost estimates. 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 will be completed next fiscal year. Other Financing Uses is restricted budget for possible monsoon storm damage or other unanticipated needs.



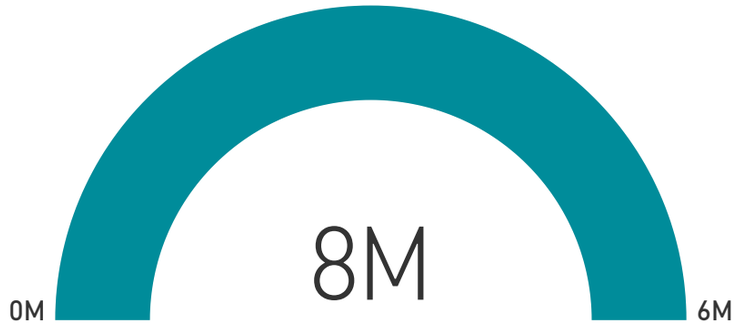
Category	2019	2020	2021
Personnel & Benefits	12,900		
Contracted Services	1,442,758	3,354,679	2,754,594
Operating Supplies & Equipm...	531,523	220,631	180,283
Capital Outlay	499,487	505,706	767,722
Total	**2,486,666**	**4,081,016**	**3,702,599**

FY 2020-2021 FOURTH QUARTER: TRANSPORTATION FUND REVENUES

Select Revenue or Expense

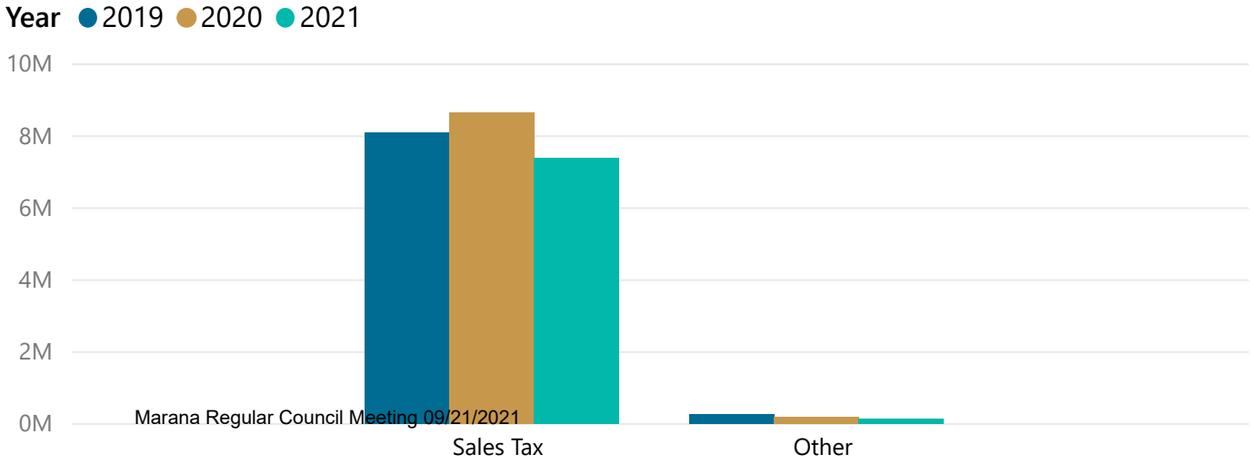
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Sales Tax	5,750,000	7,378,783	128%
Other	50,000	128,092	256%
Total	**5,800,000**	**7,506,876**	**129%**



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. Annual revenue collections are significantly higher than anticipated due to strong residential housing activity (1,067 SFR permits issued vs. 617 budgeted for the year) and commercial construction spurred by low interest rates. Other revenue is comprised of investment income.



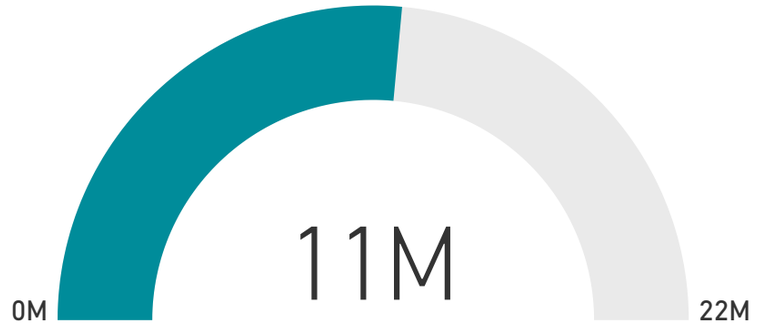
Category	2019	2020	2021
Sales Tax	8,101,697	8,657,955	7,378,783
Other	259,317	186,302	128,092
Total	**8,361,015**	**8,844,257**	**7,506,876**

FY 2020-2021 FOURTH QUARTER: TRANSPORTATION FUND EXPENSES

Select Revenue or Expense

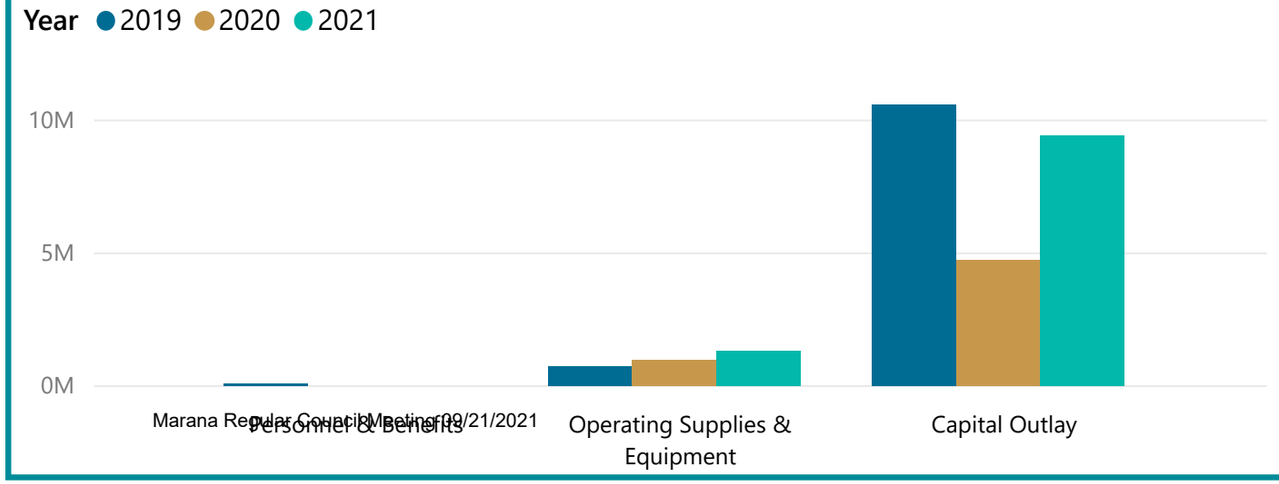
- ■ EXPENSES
- □ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Operating Supplies & Equipment	996,200	1,323,442	133%
Capital Outlay	19,828,848	9,421,469	48%
Debt Service	0	18,029	0%
Other Financing Uses	822,581	693,655	84%
Total	**21,647,629**	**11,456,595**	**53%**



Transportation Fund Relevant Information

Transportation Fund expenses are below budgeted levels through the end of FY2021. Operating Supplies & Equipment is associated with ongoing developer reimbursements paid on a semi-annual basis. Developer rebates were greater than expected due to an unanticipated boom in construction activity. Capital Outlay is associated with CIP projects many of which were delayed into future years which is why actual expenses were much lower than budgeted. Other Financing Uses is associated with planned transfers related to debt service.



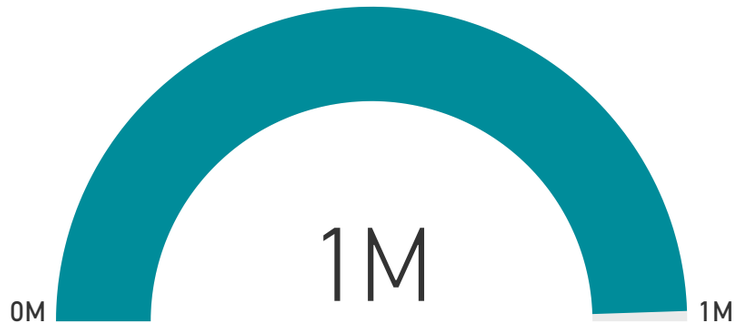
Category	2019	2020	2021
Personnel & Benefits	31,591		
Operating Supplies & Equipm...	730,617	979,395	1,323,442
Capital Outlay	10,592,347	4,720,199	9,421,469
Debt Service	19,534	19,752	18,029
Other Financing Uses	788,706	691,899	693,655
Total	**12,162,795**	**6,411,245**	**11,456,595**

FY 2020-2021 FOURTH QUARTER: BED TAX FUND REVENUES

Select Revenue or Expense

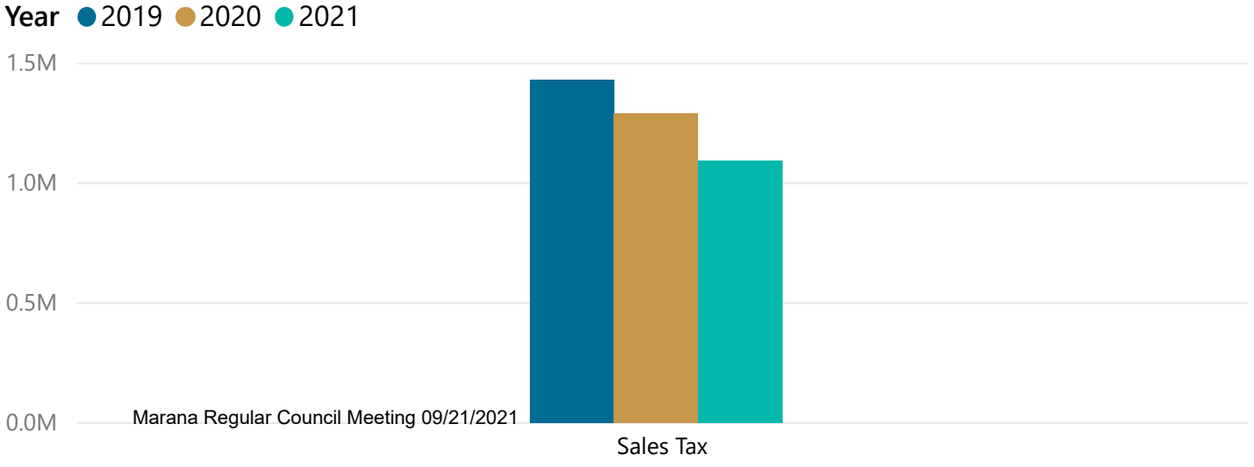
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Sales Tax	1,104,840	1,093,233	99%
Total	**1,104,840**	**1,093,233**	**99%**



Bed Tax Fund Relevant Information

The Bed Tax Fund accounts for the collection of the discriminatory portion of revenues restricted for tourism initiatives. Fourth quarter revenue collections for FY2021 are slightly below forecasted levels as anticipated given the impact of the pandemic on the hospitality industry. However, hotel occupancy rates and revenue have shown a consistent positive trend in the fourth quarter, on par with pre-pandemic levels.



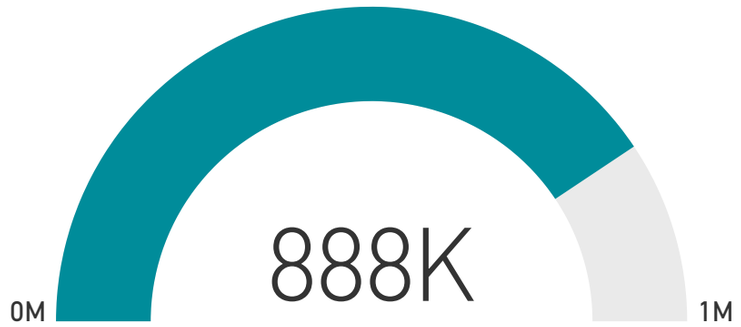
Category	2019	2020	2021
Sales Tax	1,429,401	1,288,972	1,093,233
Other	3,212		
Total	**1,432,613**	**1,288,972**	**1,093,233**

FY 2020-2021 FOURTH QUARTER: BED TAX FUND EXPENSES

Select Revenue or Expense

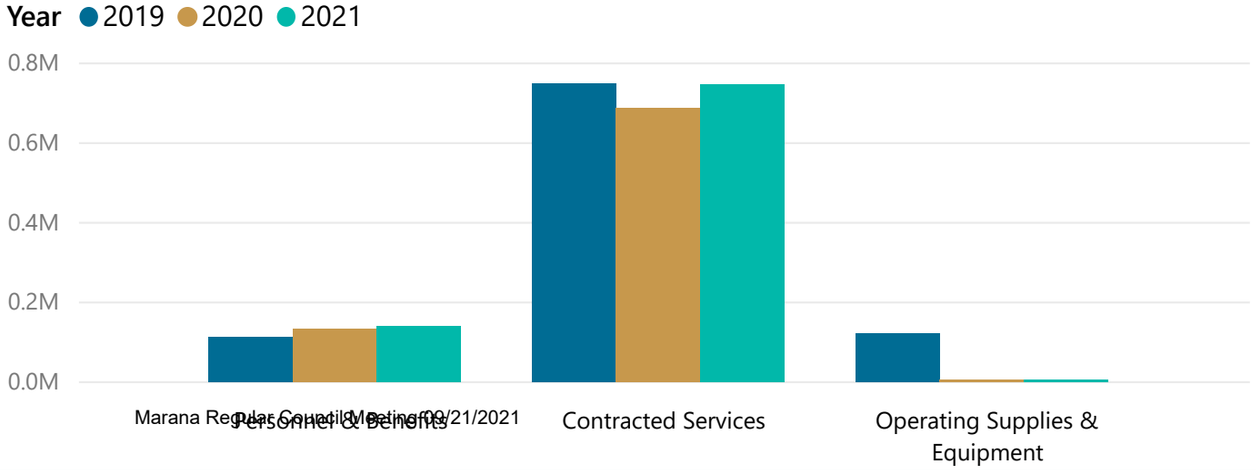
- [x] EXPENSES
- [ ] REVENUES

Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	137,707	139,718	101%
Contracted Services	829,891	747,761	90%
Operating Supplies & Equipment	125,005	217	0%
Total	**1,092,603**	**887,697**	**81%**



Bed Tax Fund Relevant Information

As a whole, the Bed Tax Fund was below forecasts primarily due to reduced travel, advertising and consulting services which were deferred due to the impact of the pandemic.



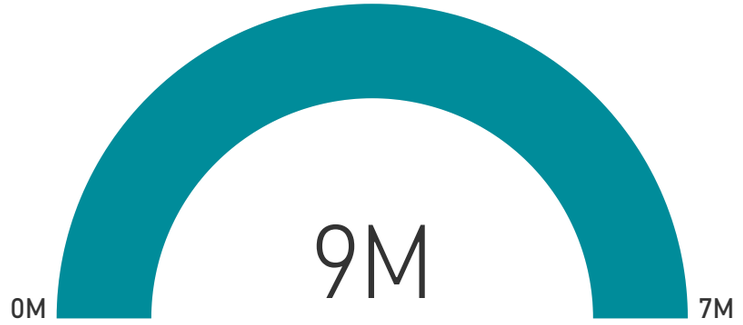
Category	2019	2020	2021
Personnel & Benefits	112,507	133,245	139,718
Contracted Services	750,098	687,048	747,761
Operating Supplies & Equipment	120,929	482	217
Total	**983,535**	**820,775**	**887,697**

FY 2020-2021 FOURTH QUARTER: WATER OPERATING FUND REVENUES

Select Revenue or Expense

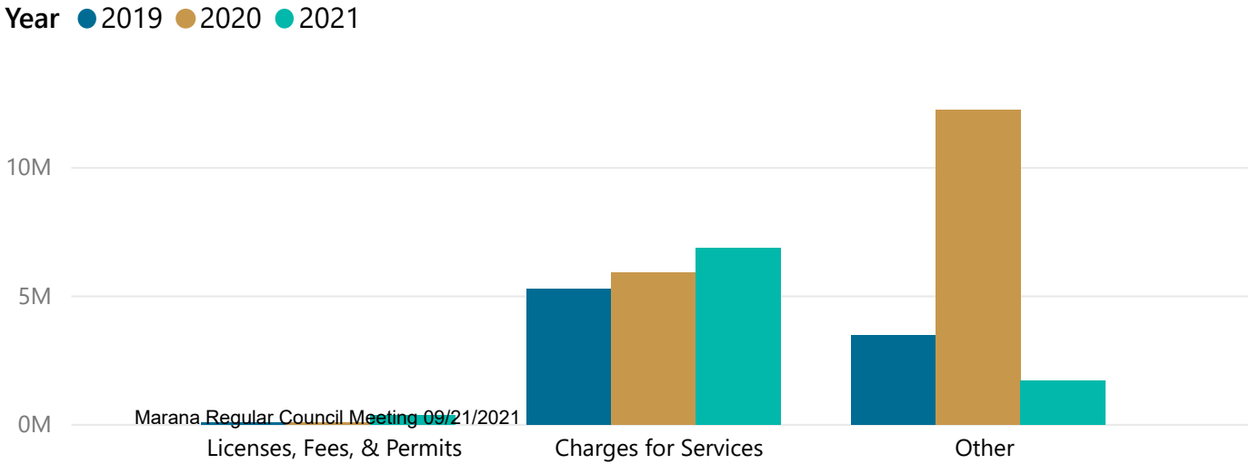
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Intergovernmental	85,000	68,554	81%
Licenses, Fees, & Permits	42,500	371,224	873%
Charges for Services	5,655,873	6,926,989	122%
Other	1,281,903	1,804,814	141%
Total	**7,065,276**	**9,171,581**	**130%**



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. Annual 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. Other revenue was greater than expected as they include the forgivable portion of WIFA loan proceeds.



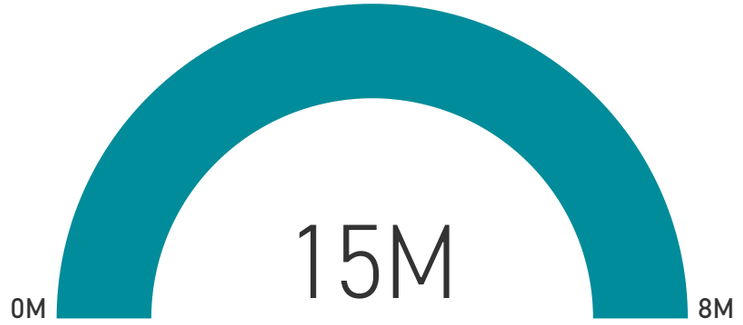
Category	2019	2020	2021
Intergovernmental			68,554
Licenses, Fees, & Permits	46,843	84,659	371,224
Charges for Services	5,341,370	5,982,986	6,926,989
Other	3,586,040	12,269,908	1,804,814
Total	**8,974,253**	**18,337,553**	**9,171,581**

FY 2020-2021 FOURTH QUARTER: WATER OPERATING FUND EXPENSES

Select Revenue or Expense

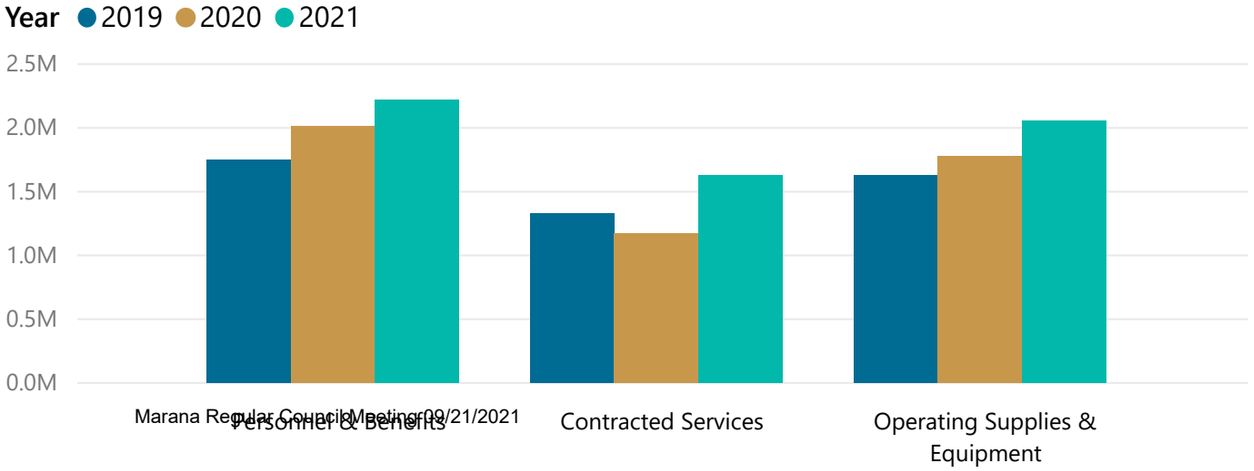
- [x] EXPENSES
- [ ] REVENUES

Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	2,287,468	2,220,202	97%
Contracted Services	1,825,273	1,629,951	89%
Operating Supplies & Equipment	1,772,971	2,056,916	116%
Capital Outlay	114,000	23,200	20%
Debt Service	1,399,956	1,324,864	95%
Other Financing Uses	258,350		
Total	**7,658,018**	**7,255,134**	**95%**



Water Fund Relevant Information

Overall, FY2021 annual expenses for the Water Operating Fund are at or below expected levels. Operating Suplies & Equipment was greater than expected due to a payable being recorded for electrical utilities in accordance with an agreement. Capital Outlay is associated with two vehicles related to two new positions, that were not delivered before year-end. Debt Service is related to an annual WIFA loan payment that was made 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.



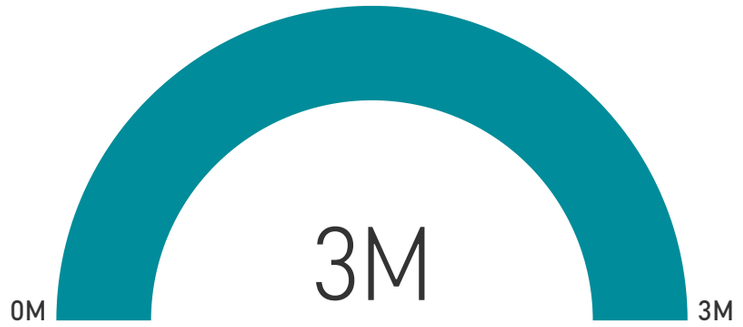
Category	2019	2020	2021
Personnel & Benefits	1,747,854	2,013,803	2,220,202
Contracted Services	1,328,532	1,175,100	1,629,951
Operating Supplies & Equipm...	1,625,580	1,776,758	2,056,916
Capital Outlay			23,200
Debt Service	109,702	115,893	1,324,864
Total	**4,811,668**	**5,081,554**	**7,255,134**

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

Select Revenue or Expense

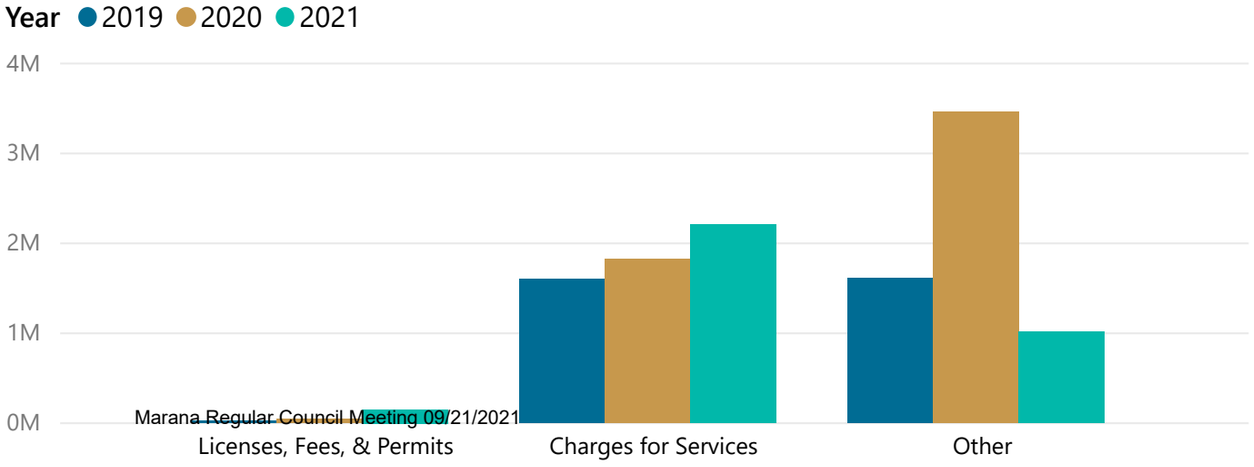
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Licenses, Fees, & Permits	28,900	152,263	527%
Charges for Services	1,841,278	2,212,272	120%
Other	811,070	1,038,427	128%
Total	**2,681,248**	**3,402,962**	**127%**



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 fourth quarter revenue collections are 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.



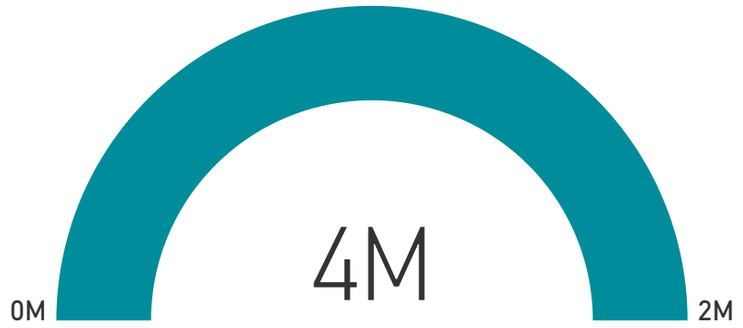
Category	2019	2020	2021
Licenses, Fees, & Permits	26,849	49,513	152,263
Charges for Services	1,599,545	1,823,690	2,212,272
Other	1,609,961	3,463,667	1,038,427
Total	**3,236,356**	**5,336,870**	**3,402,962**

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

Select Revenue or Expense

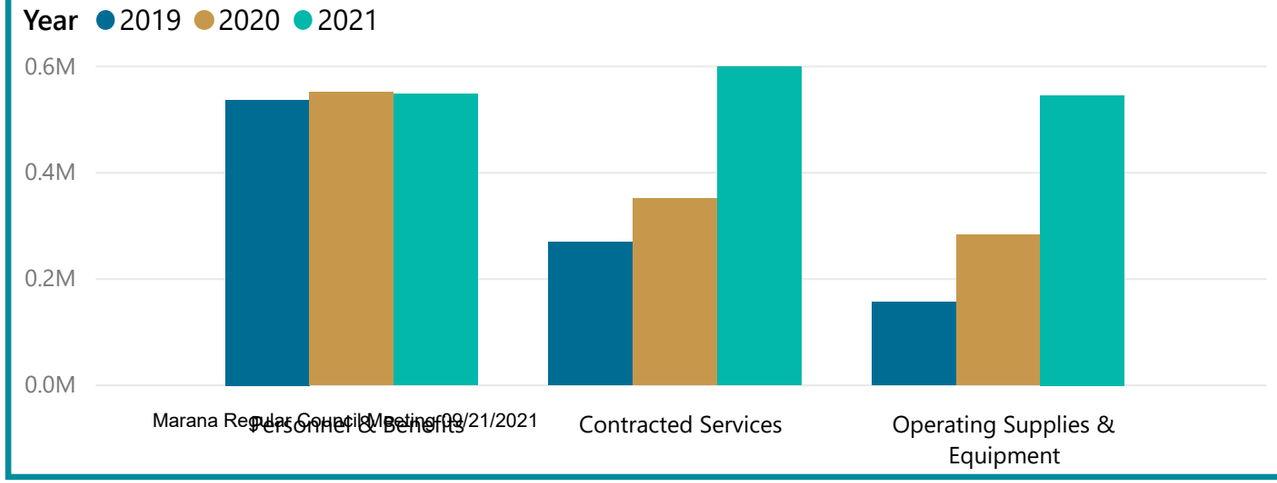
- ■ EXPENSES
- □ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	583,306	548,615	94%
Contracted Services	537,000	599,826	112%
Operating Supplies & Equipment	302,800	545,633	180%
Debt Service	858,781	831,094	97%
Other Financing Uses	216,000		
Total	**2,497,887**	**2,525,168**	**101%**



Water Reclamation Fund Relevant Information

Overall, fourth quarter expenses for the Water Reclamation Operating Fund are at or above budgeted levels. Contracted services is greater over budget due to unexpected emergency systems repairs to the Saguaro Bloom lift station. Operating Supplies & equipment is slightly greater than budgeted due to higher than expected electric utility costs from additional flows at the plant. Debt Service is related to annual WIFA loan payments. 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.



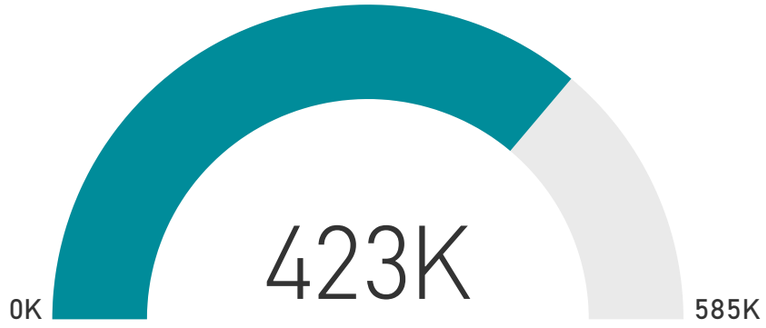
Category	2019	2020	2021
Personnel & Benefits	537,218	552,114	548,615
Contracted Services	269,360	351,616	599,826
Operating Supplies & Equipm...	157,019	283,359	545,633
Debt Service	1,193,915	789,381	831,094
Total	**2,157,511**	**1,976,469**	**2,525,168**

FY 2020-2021 FOURTH QUARTER: AIRPORT OPERATING FUND REVENUES

Select Revenue or Expense

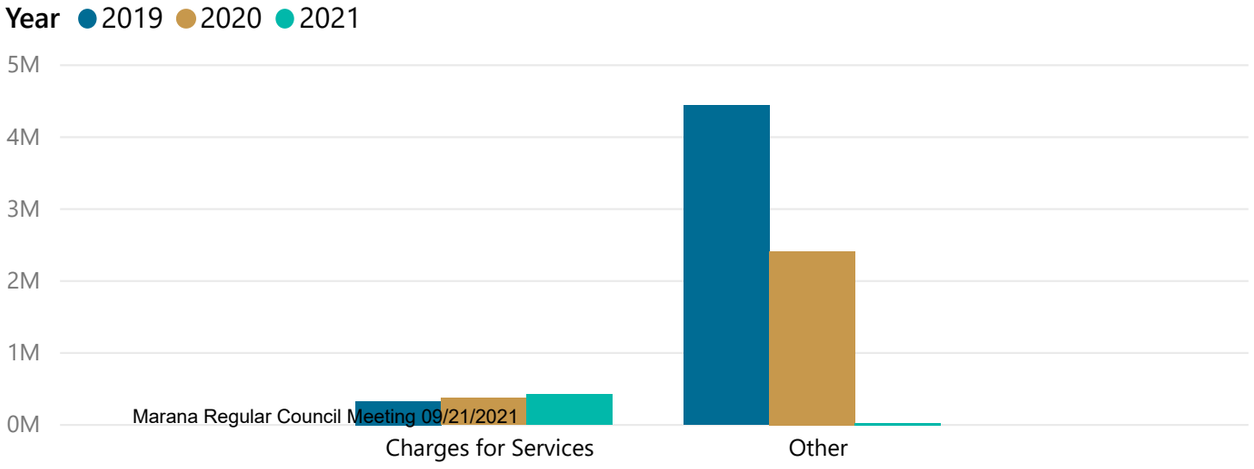
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Charges for Services	360,336	420,389	117%
Other	224,842	2,651	1%
Total	**585,178**	**423,040**	**72%**



Airport Fund Relevant Information

Overall, preliminary fourth quarter revenue collections for the Airport Fund are higher than expected. Charges for Services, comprising of the majority operating revenue, was higher than expected primarily due to larger commercial aircraft parking for part of the year. Also, fuel revenue was budgeted to be lower but, in fact, was not negatively impacted by the pandemic. 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. The fund will be balanced once transfers are completed.



Category	2019	2020	2021
Licenses, Fees, & Permits		50	
Charges for Services	328,630	372,781	420,389
Other	4,440,219	2,412,896	2,651
Total	**4,768,849**	**2,785,727**	**423,040**

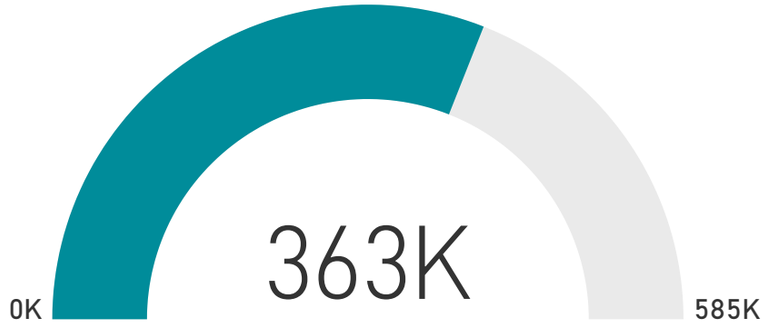
FY 2020-2021 FOURTH QUARTER: AIRPORT OPERATING FUND

EXPENSES

Select Revenue or Expense

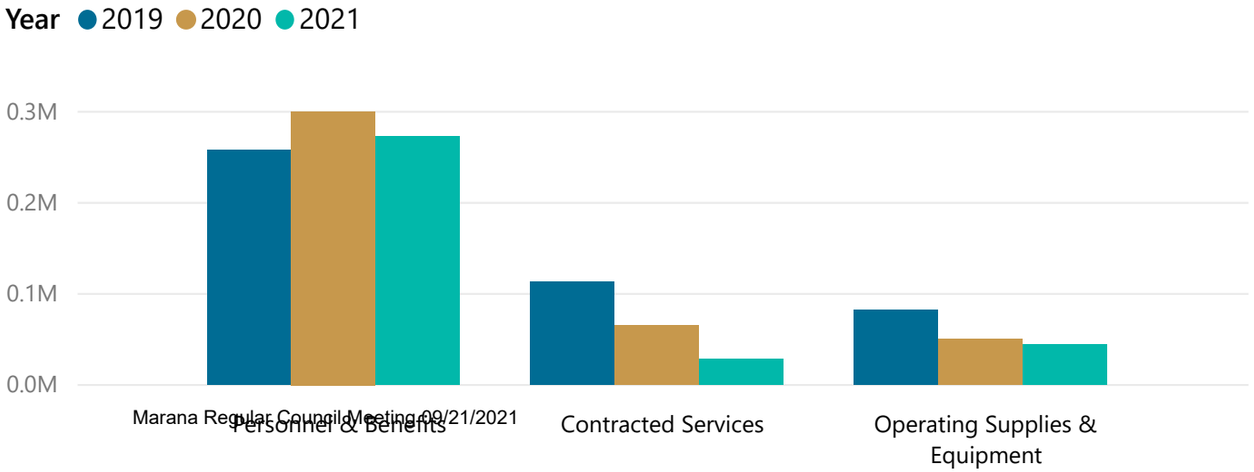
- ■ EXPENSES
- □ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	290,663	273,329	94%
Contracted Services	108,665	28,357	26%
Operating Supplies & Equipment	60,850	44,195	73%
Other Financing Uses	125,000		
Total	**585,178**	**345,881**	**59%**



Airport Fund Relevant Information

Overall, expenses for the Airport Fund are at or below budgeted levels through the fourth quarter of FY2021. 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	257,773	300,396	273,329
Contracted Services	113,691	65,810	28,357
Operating Supplies & Equipm...	81,971	50,235	44,195
Total	**453,435**	**416,441**	**345,881**

Council-Regular Meeting **C1**

Meeting Date: 09/21/2021

To: Mayor and Council

Submitted For: Mo El-Ali, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: September 21, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Procurement; ratifying the Town Manager's approval of a change order to the Kittelson & Associates design contract for the Lon Adams Road Reconstruction (ST068) in the amount of $4,988.00; authorizing the transfer of appropriations, if necessary, for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Mo El-Ali)

Discussion:

Marana Town Code Section 3-4-7(B)(4) provides that Town Council approval is necessary for change orders that individually or cumulatively exceed $50,000. However, Section 3-4-8(B) provides that the Town Manager may approve change orders to public improvements contracts that exceed that amount if the Town Manager determines that doing so will avoid unnecessary contractor delay claims, costs or public health and safety hazards that would otherwise occur while awaiting Town Council approval. When the Town Manager approves a change order in these circumstances, Town Council ratification of the change order must occur as soon as practicable thereafter.

The budget for fiscal year 2021- 2022 was adopted on June 15, 2021. The Lon Adams Road Reconstruction project was properly included within the Town of Marana's FY2022 Capital Improvement Plan. The final, FY2022 revised budget amount for the Lon Adams Road Reconstruction is $3,846,419.00.

Effective May 8, 2019, the Town and Kittelson & Associates entered into a design contract in the amount of $435,487.00 to construct the Lon Adams Road Reconstruction.

The Town has processed one previous change order to the Kittelson & Associates design contract totaling $67,777 bringing the total current design contract amount to $503,264.00.

Additional design work is necessary to providing horizontal and vertical layout to support Comcast's Right of Way application to relocate Comcast utility lines on Lon Adams Road.

The cost of these changes to the existing design contract is $4,988.00. This additional change order will bring the cost of the design contract to $508,252.00. The budget for this change order is within the Council approved budget for the project.

This change order was necessary to avoid unnecessary contractor delay. The amount of this change order, combined with all previous change orders, exceeds $50,000.00; therefore, this change order required immediate approval by the Town Manager. With an active design contract and contractor in place, the Town Manager exercised his authority under section 3-4-8(B) of the Town Code to authorize a change order to the contract. This item is on the agenda for the Town Council to ratify the Town Manager's action.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Y
Amount:	$4,988.00

This Change Order will be funded with Transportation funds, GL Account # 33043000-8010-ST068.

Staff Recommendation:

Staff recommends ratification of the Town Manager's approval of the Change Order.

Suggested Motion:

I move to ratify the Town Manager's approval of a change order to the design contract with Kittelson & Associates for the Lon Adams Road Reconstruction (ST068) in the amount of $4,988.00; to authorize the transfer of appropriations if necessary for the change order; and to authorize the Town Manager or designee to execute the necessary documents to effectuate the change order.

Attachments

No file(s) attached.

Council-Regular Meeting **C2**

Meeting Date: 09/21/2021

To: Mayor and Council

Submitted For: Mo El-Ali, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: September 21, 2021

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:

Subject: Resolution No. 2021-127: Relating to Budget; approving the transfer of up to $500,000 in budgeted expense authority from the Transportation Fund for Project ST098 Tangerine Road Widening, Phase 2A in the fiscal year 2021-2022 budget to the Water Capital Fund to pay for anticipated costs associated with a new project for the design of a water main to coincide with the project (Yiannis Kalaitzidis).

Discussion:

The budget for fiscal year 2021-2022 was adopted on June 15, 2021. At that time, the Capital Improvement Plan (CIP) did not include a project for a waterline east of I-10.

Since budget adoption and due to the strong growth and interest in the general area of the project, it has become important for continued economic development that we ensure adequate water supply along the Tangerine corridor east of I-10.

As the Tangerine Road Widening, Phase 2A project (ST098) has entered the planning and design phase for the project, it is in the Town's best interest to design and construct this waterline at the same time as the road project. The waterline extension project will consist of approximately 7,000 linear feet of 16" water main, between existing lines currently being installed to serve the Mandarina development and 8181 W. Tangerine Road.

At this stage, staff recommends inclusion of the design of the water main project as part

of the Tangerine Road Widening project. The cost for the design for the water main is anticipated not to exceed $500,000.

The CIP plan currently has budget capacity of $7,200,000 in Transportation funds (Fund #3030) for the Tangerine Road Widening project. The Town does not anticipate that it will need all that budget capacity in this fiscal year.

Staff recommends transferring up to $500,000 of budget capacity from the Tangerine Road Widening project in the Transportation Fund to the waterline extension project to pay for the design of the waterline in the Water Capital Fund.

Additional budget for both projects will be made available during the upcoming FY 2022-2023 budget to ensure adequate budget capacity will be available for the completion of each project.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	N
Amount:	$500,000

Budget capacity for this change in project budget will be provided by transferring Transportation funds (Account # 33043000-8005-ST098) to Water Capital funds (Account # 50590000-8010). A project number for the waterline project will be created upon approval of this item by Council.

Staff Recommendation:

Staff recommends approval of the transfer of budgeted expense authority.

Suggested Motion:

I move to approve the transfer of up to $500,000 in budgeted expense authority from the Transportation Fund for Project ST098 Tangerine Road Widening, Phase 2A in the Fiscal Year 2021-2022 Budget to the Water Capital Fund to pay for anticipated costs associated with a new project for the design of a water main to coincide with the project and to authorize the Town Manager or designee to execute the necessary documents to effectuate the transfer in budgeted expense authority.

Attachments

Resolution 2021-127

MARANA RESOLUTION NO. 2021-127

RELATING TO BUDGET; APPROVING THE TRANSFER OF UP TO $500,000 IN BUDGETED EXPENSE AUTHORITY FROM THE TRANSPORTATION FUND FOR PROJECT ST098 TANGERINE ROAD WIDENING, PHASE 2A IN THE FISCAL YEAR 2021-2022 BUDGET TO THE WATER CAPITAL FUND TO PAY FOR ANTICIPATED COSTS ASSOCIATED WITH A NEW PROJECT FOR THE DESIGN OF A WATER MAIN TO COINCIDE WITH THE PROJECT

WHEREAS on June 15, 2021, the Town Council adopted the fiscal year 2021-2022 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS the Capital Improvement Plan (CIP) for fiscal year 2021-2022 currently includes budget capacity of $7,200,000 in Transportation Funds (Fund #3030) for the Tangerine Road Widening, Phase 2A project (ST098) and the Town does not anticipate that it will need all that budget capacity for the project in this fiscal year; and

WHEREAS the CIP for fiscal year 2021-2022 did not include a project for a waterline east of Interstate 10, but due to strong growth and interest in the area of the Tangerine corridor east of Interstate 10, it is in the Town's best interest to construct a waterline extension project at the same time as the Tangerine Road Widening; and

WHEREAS the Town Council desires to transfer budgeted expense authority in the fiscal year 2021-2022 budget of up to $500,000 from the Transportation Fund for the Tangerine Road Widening, Phase 2A project to the Water Capital Fund to pay for a new project for the design of a water main to coincide with the Tangerine Road Widening, Phase 2A project; and

WHEREAS transferring budget capacity from the Transportation Fund of up to $500,000 within fiscal year 2021-2022 to the Water Capital Fund will not significantly impact the General Fund; and

WHEREAS reallocations of budgeted expense authority between funds are necessary from time to time; and

WHEREAS the Council finds that the reallocations addressed by this resolution are in the best interest of the Town of Marana and its citizens.

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

SECTION 1. The establishment of a 7,000 linear foot 16" water main project in the Water Capital Fund for fiscal year 2021-2022 for the design of a water main to coincide with the Tangerine Road Widening, Phase 2A project is hereby approved.

SECTION 2. The transfer of up to $500,000 in budgeted expense authority from the Transportation Fund for the Tangerine Road Widening, Phase 2A project (ST098) in the fiscal year 2021-2022 budget to the Water Capital Fund for anticipated costs associated with the newly established project for design of the water main described in section 1 is hereby approved.

SECTION 3. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of September, 2021.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 09/21/2021

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: September 21, 2021

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2021-128: Relating to Police Department; approving and authorizing the Chief of Police to execute a Program Funded Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department for Fiscal Year 2022 (Libby Shelton)

Discussion:

For several years, the Town of Marana Police Department has participated with the United States Department of Justice and the Drug Enforcement Administration (DEA) on the DEA Tucson Task Force. These activities help improve the effectiveness and efficiency of drug control efforts.

The DEA Tucson Task Force will: (a) disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations; (b) gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and, (c) conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.

Under this agreement the Town agrees to provide an officer to the task force for a period of not less than two years. The salary and benefits of the officer are paid for by the Town and any overtime worked by the officer is reimbursable by DEA up to a maximum of $19,370.00 per year. The proposed agreement outlines the procedures for operation for Task Force activities and the funding policies and procedures in more detail.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Y
Amount:	$19,370

Budget capacity is programmed for these costs in the General Fund police department budget and in the Grant Fund (2015)

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2021-128, approving and authorizing the Chief of Police to execute the Program Funded Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department for Fiscal Year 2022.

Attachments

Resolution 2021-128

Exhibit A: State and Local Task Force Agreement

MARANA RESOLUTION NO. 2021-128

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A PROGRAM FUNDED TASK FORCE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION AND THE MARANA POLICE DEPARTMENT FOR FISCAL YEAR 2022

WHEREAS evidence has shown that trafficking in narcotics and dangerous drugs exists in the Pima County area; and

WHEREAS the United States Department of Justice, Drug Enforcement Administration (DEA) has established a DEA Tucson Task Force whose mission is to investigate, prosecute and disrupt illicit drug trafficking in the State of Arizona; and

WHEREAS the Town of Marana, through its Police Department, and the DEA desire to renew an agreement providing for the Marana Police Department's continued participation in the DEA Tucson Task Force; 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 task force agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the task force agreement between the DEA and the Marana Police Department for Fiscal Year 2022, attached to this resolution as Exhibit A, and authorizing the Chief of Police 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 task force agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of September, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this **1st** day of **October 2021**, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the **Marana Police Department, ORI# AZ00100900** (hereinafter "**MPD**"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the state of Arizona area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Arizona, the parties hereto agree to the following:

1. The **Tucson Task Force** will perform the activities and duties described below:

    a. disrupt the illicit drug traffic in the state of Arizona area by immobilizing targeted violators and trafficking organizations;

    b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

    c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the state of Arizona.

2. To accomplish the objectives of the **Tucson Task Force**, the **MPD** agrees to detail **one (1) experienced officer(s)** to the **Tucson Task Force** for a period of not less than two years. During this period of assignment, the **MPD** officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

3. The **MPD** officers assigned to the task force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.

4. The **MPD** officers assigned to the task force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the **Tucson Task Force**, DEA will assign up to **six (6)** special agents to the task force. The DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA special agent and **MPD** officers assigned to the task force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the task force, the **MPD** will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the task force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the **MPD** for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 30 days of the end of the invoiced period. (**Note: Task Force Officer's overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses.)**

7. In no event will the **MPD** charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The **MPD** shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The **MPD** shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The **MPD** shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

10. The **MPD** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The **MPD** agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, *Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements*. The **MPD** acknowledges that this agreement will not take effect and no federal funds will be awarded to the **MPD** by the DEA until the completed certification isreceived.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the **MPD** shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until **September 30, 2022**. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by **MPD** during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date: _____

Cheri Oz, Special Agent in Charge
Phoenix Field Division

For the Marana Police Department:

_____ Date: _____

Ruben Nunez, Chief of Police
Marana Police Department

Council-Regular Meeting **C4**

Meeting Date: 09/21/2021

To: Mayor and Council

From: Mo El-Ali, Public Works Director

Date: September 21, 2021

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Principle Statement 3: We will invest in a well-managed government that provides reliable services and quality amenities for citizens and businesses
Initiative 12: Maintain an accurate infrastructure inventory and align future infrastructure expansion with planned and/or complimentary capital improvement projects

Subject: Resolution No. 2021-129: Relating to Public Works; approving and authorizing the Mayor to execute an intergovernmental agreement between the State of Arizona by and through its Department of Transportation and the Town of Marana for funding for the Tangerine Road widening project (Mo El-Ali)

Discussion:

PAG's Transportation Improvement Program (TIP) and the Town's Capital Improvement Program (CIP) include funding for Tangerine Road widening from I-10 to Dove Mountain Boulevard project. However, the available funding is not sufficient for completion of the project's design and construction. This IGA will enable the Town to use the $5 million appropriation funding from the State of Arizona for the full design, environmental clearance, and right of way acquisition for the project.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Y
Amount:	$7,200,000

Budget capacity is available in the Town's Transportation fund for the Tangerine Rd Widening Project. Additional budget capacity for the full project is included in future years as presented in the Town's Capital Improvement Plan (CIP).

Staff Recommendation:

Staff recommends approval of the IGA with ADOT.

Suggested Motion:

I move to adopt Resolution No. 2021-129, approving and authorizing the Mayor to execute an intergovernmental agreement between the State of Arizona by and through its Department of Transportation and the Town of Marana for funding for the Tangerine Road widening project.

Attachments

Resolution 2021-129

Exhibit A: Intergovernmental Agreement

MARANA RESOLUTION NO. 2021-129

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION AND THE TOWN OF MARANA FOR FUNDING FOR THE TANGERINE ROAD WIDENING PROJECT

WHEREAS the Pima Association of Governments' (PAG) Transportation Improvement Program (TIP) and the Town of Marana's Capital Improvement Program (CIP) include funding for the Tangerine Road widening from I-10 to Dove Mountain Boulevard project; however, the available funding is not sufficient for completion of the project's design and construction; and

WHEREAS the Arizona state legislature, via passage of Senate Bill 1820 in the 2021 legislative session, appropriated funding from the state general fund to the Arizona Department of Transportation (ADOT) for highway projects, including $5,000,000.00 for the Tangerine Road widening project; and

WHEREAS the Town is empowered by A.R.S. §§ 9-240 and 11-952 to enter into this Agreement; 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 intergovernmental agreement (IGA) addressed by this resolution to facilitate the Tangerine Road widening project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the intergovernmental agreement between the State of Arizona by and through its Department of Transportation and the Town of Marana for funding for the Tangerine Road widening project in substantially the form set forth on Exhibit A attached to and incorporated within this resolution by this reference 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 IGA.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of September, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

ADOT CAR No.: IGA 21-0008268-I
AG Contract No.: P001 2021 001445
Project Location/Name: Tangerine Road near Interstate 10
Type of Work: Road improvements
TIP/STIP No.: N/A
Budget Source: 2022 Legislative Appropriation Transportation Projects: General Fund (Laws 2021, 1st Regular Session, Chapter 406 Senate Bill 1820)
Appropriation No.: 2022 DT55760

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF MARANA

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF MARANA, an Arizona municipal corporation, acting by and through its TOWN COUNCIL (the "Town"). The State and the Town are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Town is empowered by A.R.S. §§ 9-240 and 11-952 to enter into this Agreement and has by resolution, a copy of which is attached to and made a part of this Agreement, resolved to enter into this Agreement and to authorize the undersigned to execute this Agreement on behalf of the Town.

3. Laws 2021, 1st Regular Session, Chapter 406 (Senate Bill 1820), Section 33 appropriated funding from the State general fund to ADOT for highway projects, including $5,000,000.00 for a project described in Section 33, subparagraph (A)(13) as Improve Tangerine Road near Interstate 10 in Marana (the "Project").

THEREFORE, the Recitals set forth above are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:

   a. After this Agreement is executed, the State will issue a warrant to the Town in the amount of $5,000,000.00 for the Project.

   b. The Town will complete the Project described in Section 33, subparagraph (A)(13) of the Laws 2021, 1st Regular Session Chapter 406 (Senate Bill 1820) as Improve Tangerine Road near Interstate 10 in Marana.

   c. After Project completion, the Town will submit written certification to localpublicagencysection@azdot.gov that the Project described in Section 33, subparagraph (A)(13) of the Laws 2021, 1st Regular Session Chapter 406 (Senate Bill 1820) was completed.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.

3. This Agreement may be cancelled at any time up to 30 days before the appropriated funds are issued, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Town terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

4. The Town shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Town, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Town's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Town which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Town's obligations under this paragraph shall survive the termination of this Agreement.

6. The Town acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

7. This Agreement shall be governed by and construed in accordance with Arizona laws.

8. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

9. The Town shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the Town at the request of ADOT.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."

11. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

13. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

14. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

15. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

Town of Marana
Attn: Mohammad El-Ali
11555 W Civic Center Dr
Marana, AZ 85653
520.382.2630
mel-ali@MaranaAZ.gov

For Project Completion:

Arizona Department of Transportation
Local Public Agency Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007

Town of Marana
Attn: Mohammad El-Ali
11555 W Civic Center Dr
Marana, AZ 85653

localpublicagencysection@azdot.gov

520.382.2630
mel-ali@MaranaAZ.gov

For Financial Administration:
Arizona Department of Transportation
Financial Management Services
206 S. 17th Avenue
Phoenix, AZ 85007
localpublicagencysection@azdot.gov

Town of Marana
Attn: Yiannis Kalaitzidis
11555 W Civic Center Dr
Marana, AZ 85653
520.382.3493
ykalaitzidis@MaranaAZ.gov

17. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

18. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TOWN OF MARANA

By _____
ED HONEA
Mayor

ATTEST:

By _____

Town Clerk

STATE OF ARIZONA
Department of Transportation

By _____
STEVE BOSCHEN, PE
Division Director

ATTORNEY APPROVAL FORM FOR THE TOWN OF MARANA

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF MARANA, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

_____ _____

Town Attorney Date

Council-Regular Meeting **C5**

Meeting Date: 09/21/2021

To: Mayor and Council

From: Spencer Hickman, Planner

Date: September 21, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-130: Relating to Addressing; renaming two streets in The Village at Barnett subdivision, located at the northeast corner of Sanders Road and Barnett Road (Spencer Hickman)

Discussion:

The Town of Marana has received a request from DR Horton Inc. to change two street names in The Village at Barnett subdivision, currently under development, adjacent to Sanders Road and Barnett Road. The requests are to change Lauren Ashley Way to Lilliston Way and Virginia Lee Lane to Gini Lane. DR Horton Inc., is the owner of all the addresses affected by these street name changes. Paragraph X.040(C)(1)(c) of the Town of Marana Addressing Manual requires Town Council approval of street names.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2021-130, renaming two streets located in The Village at Barnett subdivision located at the northeast corner of Sanders Road and Barnett Road.

Suggested Motion:

I move to adopt Resolution No. 2021-130, renaming two streets located in The Village at Barnett subdivision, located at the northeast corner of Sanders Road and Barnett Road.

Attachments

Resolution 2021-130

Applicant Request Letter
Site Map

MARANA RESOLUTION NO. 2021-130

RELATING TO ADDRESSING; RENAMING TWO STREETS IN THE VILLAGE AT BARNETT SUBDIVISION, LOCATED AT THE NORTHEAST CORNER OF SANDERS ROAD AND BARNETT ROAD

WHEREAS the final plat for The Village at Barnett, Lots 1 thru 251 and Common Areas "A" thru "P" was recorded in the Pima County Recorder's Office on November 16, 2018 at Sequence No. 20183200072; and

WHEREAS The Village at Barnett Plat includes streets named "Lauren Ashley Way," and "Virginia Lee Lane"; and

WHEREAS pursuant to paragraph X.040(C)(1) of the Town of Marana Addressing Manual, DR Horton Inc. is requesting to rename "Lauren Ashley Way" to "Lilliston Way" "Virginia Lee Lane" to "Gini Lane"; and

WHEREAS a total of 62 existing addresses will be affected by these changes and DR Horton 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 The Village at Barnett subdivision is 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 as follows:

SECTION 1. The street "Lauren Ashley Way" located in The Village at Barnett subdivision is hereby renamed to "Lilliston Way."

SECTION 2. The street "Virginia Lee Lane" located in The Village at Barnett subdivision is hereby renamed to "Gini Lane."

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of September, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

August 9, 2021

Town of Marana
Attn: Addressing
Addressing@maranaAZ.gov

RE: The Village at Barnett Street name change request

To Whom It May Concern:

Please accept this as our formal request for street name changes associated with The Village at Barnett (Sequence #20183200072). For your consideration, we are providing the following information:

Current and proposed street names

Old Name	New Name
Lauren Ashley	Lilliston
Virginia Lee	Gini

Location of the streets in reference to major cross streets:
Approximately 500' east of Sanders Road
Approximately 1000' north of Barnett Rd
Township 11 South, Range 11 East, Section 28

The Village at Barnett, recorded at Sequence No. 20183200072

Also attached, letter/petition signed off by the representative of the sole owner for the application for street name changes.

Thank you for your time, please reach out with any questions or should any additional information be needed.

Respectfully,

Leslie Schaefer
Land Acquisition Project Manager
lsschaefer@drhorton.com

3580 West Ina Rd ▪ Suite 100 ▪ Tucson ▪ Arizona ▪ 85741
o: 520/790.6005
ROC 124600

MARANA AZ

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

STREET NAME CHANGE PROCEDURAL GUIDE

General Information

Arizona Revised Statutes section 9-240(B)(3)(a) gives the Town Council exclusive control over street names within the Town. For a private party to request consideration of a street name change, more than 50% approval by affected owners is required. All affected owners and occupants will be notified of the request.

The requested change must meet all street naming standards as defined in the Town of Marana Addressing Manual, Resolution No. 2007-136. Please contact the addressing department at (520) 382-2600 or addressing@maranaAZ.gov to verify the availability of the proposed street name, prior to seeking approval from affected owners and submitting the request to the Town.

Submittal Requirements

Submit the following materials for review. Fees will be in accordance with the current fee schedule for the street name change and for address changes associated with the street name change.

- ❑ Request Letter – Include the following (if applicable)
  - o Current and proposed street names
  - o Location of the street in reference to major cross streets (ex. Located approximately 200' north of Ina Rd and 800' west of Thornydale Rd)
  - o Township, range and section
  - o Subdivision name and recording information
- ❑ Site Map – Include the following (if applicable)
  - o Identify the proposed street and limits of requested change
  - o For all affected parcels, show and label the parcel number and owner's name
- ❑ Recording Information – If the street is not located in a subdivision, provide a copy of the recorded legal ingress/egress of the street (streets or easements are usually described in the property deed)
- ❑ Supporting documentation that more than 50% of all affected owners approve of the proposed street name for private party applications – Provide *one* of the following
  - o Completed petition with owner approval signatures
  - o Signed letters from owners indicating approval (must include parcel number and address)

Approval Process

Requests will be reviewed by an addressing representative for compliance with street naming standards as defined in the Town Addressing Manual.

The requested street name change will be added to the next Town Council meeting agenda. All affected properties will be notified in accordance with the Town Addressing Manual, Section X.080. An owner or occupant may object to the change, in writing, within 15 days of the notice.

New address certificates will be mailed to all affected properties if the change is approved. The requestor(s) will be responsible for any cost associated with updating street signage.

Any owner of property whose address has been changed by a decision of the Town Council or the addressing official may appeal to the superior court within 35 days of the effective date of the decision.

MARANA AZ

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

PETITION TO CHANGE AN EXISTING STREET NAME

Existing Street Name: Proposed Street Name:

Property Address	Parcel Number	Owner's Name (print)	Signature	Phone Number
See attached				

Revision Date 8/17/2018

July 28, 2021

Town of Marana
Development Services
11555 West Civic Center Drive
Marana, AZ 85653
Addressing@maranaAZ.gov

RE: The Village at Barnett: Petition to rename streets

As the sole owner of the parcel, please accept this as the requested owner approval for this private application for the renaming of streets located within The Village at Barnett subdivision.

Diane L. Sloane, as Trustee Officer for Title Security Agency, LLC, a Delaware limited liability company, as Trustee under, Trust #201434-T, only and not otherwise

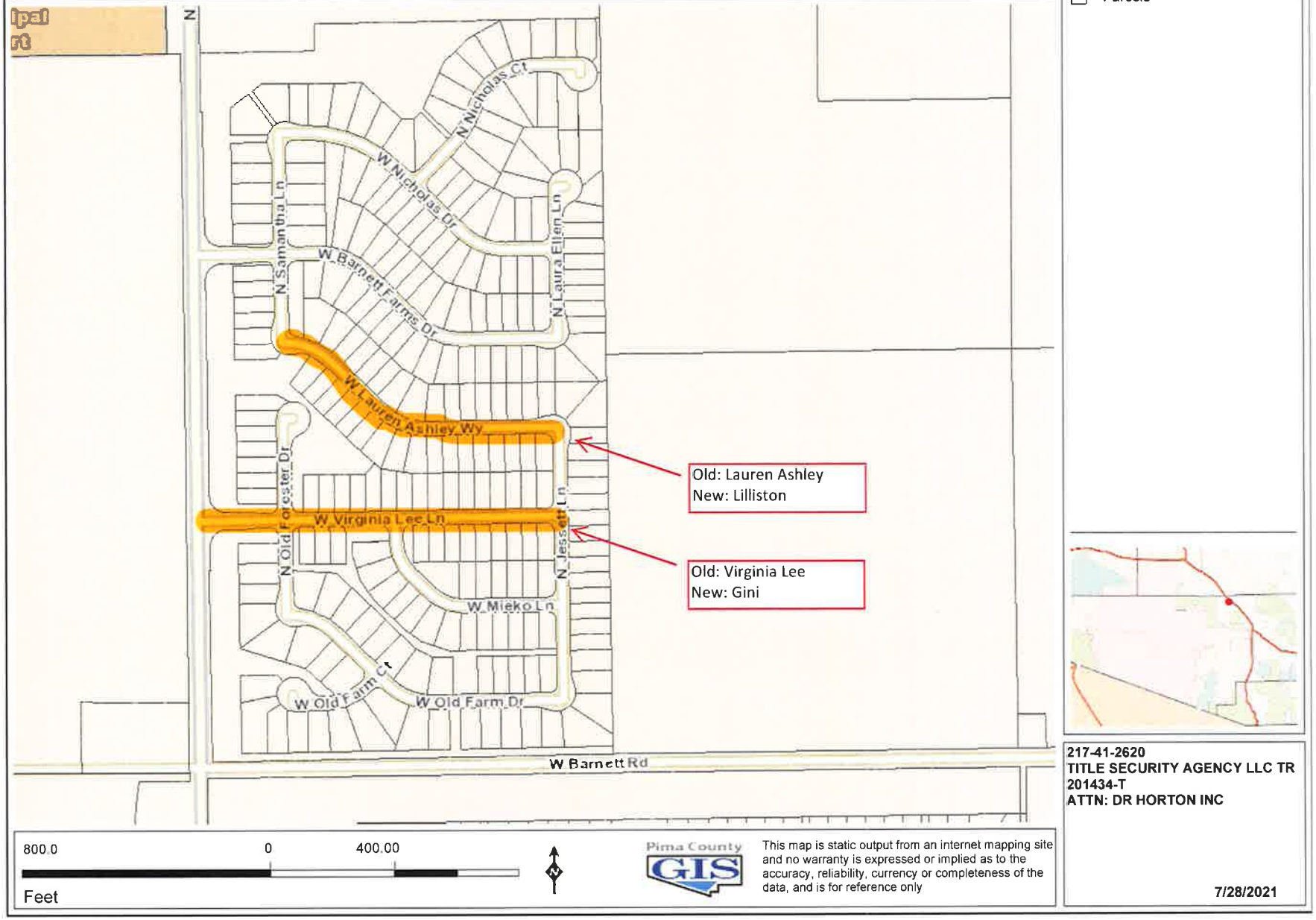
Villages at Barnett Lots 1-251

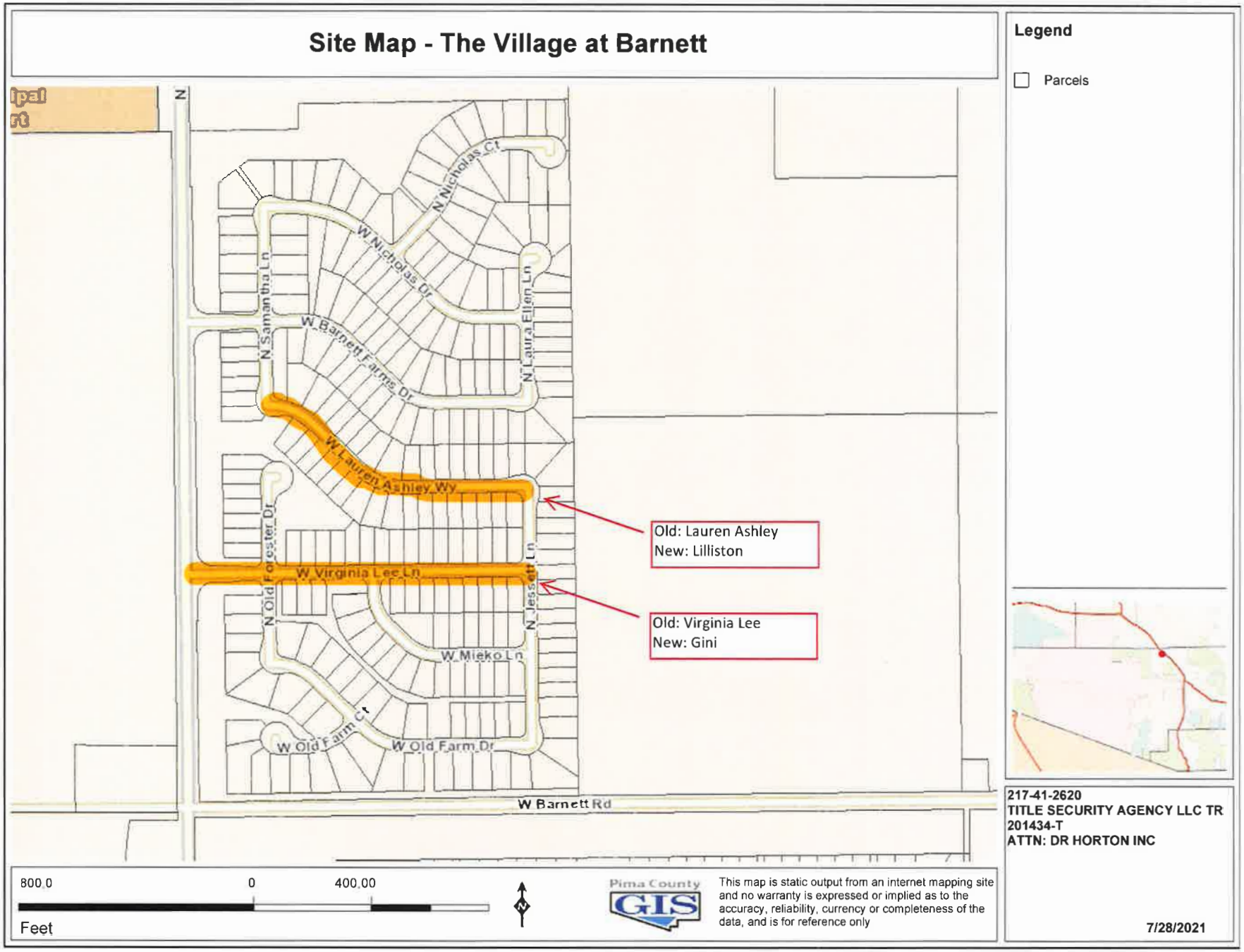
Lot Number	Parcel ID	Situs Address	Owner Info 1	Owner Info 2	Owner Info 3	Owner Info 4	ZIP Code
1	217410110	13461 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
2	217410120	13471 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
3	217410130	13481 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
4	217410140	13491 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
5	217410150	13501 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
6	217410160	13511 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
7	217410170	12588 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
8	217410180	12578 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
9	217410190	12568 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
10	217410200	12558 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
11	217410210	12548 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
12	217410220	12538 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
13	217410230	12528 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
14	217410240	13493 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
15	217410250	13513 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
16	217410260	13523 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
17	217410270	13533 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
18	217410280	13543 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
19	217410290	13553 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
20	217410300	13563 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
21	217410310	13573 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
22	217410320	13583 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
23	217410330	13593 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
24	217410340	13598 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
25	217410350	13588 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
26	217410360	13578 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
27	217410370	13558 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
28	217410380	13538 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
29	217410390	13518 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
30	217410400	13508 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
31	217410410	13498 N NICHOLAS CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
32	217410420	12498 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
33	217410430	12488 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
34	217410440	12478 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
35	217410450	12458 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
36	217410460	12438 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
37	217410470	12428 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
38	217410480	12418 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
39	217410490	13487 N LAURA ELLEN LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
40	217410500	13497 N LAURA ELLEN LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
41	217410510	13507 N LAURA ELLEN LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
42	217410520	13502 N LAURA ELLEN LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
43	217410530	13492 N LAURA ELLEN LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
44	217410540	13782 N LAURA ELLEN LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
45	217410550	13472 N LAURA ELLEN LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
46	217410560	13462 N LAURA ELLEN LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
47	217410570	13452 N LAURA ELLEN LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
48	217410580	13442 N LAURA ELLEN LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
49	217410590	13432 N LAURA ELLEN LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
50	217410600	13422 N LAURA ELLEN LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
51	217410610	13412 N LAURA ELLEN LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
52	217410620	12413 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
53	217410630	12423 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
54	217410640	12433 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
55	217410650	12443 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
56	217410660	12453 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
57	217410670	12463 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
58	217410680	12473 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
59	217410690	12483 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
60	217410700	12493 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
61	217410710	12503 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
62	217410720	12513 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
63	217410730	12523 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
64	217410740	12533 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
65	217410750	12543 W NICHOLAS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
66	217410760	13494 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
67	217410770	13484 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
68	217410780	13474 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
69	217410790	13464 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
70	217410800	13454 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
71	217410810	12576 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
72	217410820	12566 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
73	217410830	12556 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
74	217410840	12546 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
75	217410850	12536 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
76	217410860	12526 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
77	217410870	12516 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
78	217410880	12496 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
79	217410890	12476 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
80	217410900	12466 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
81	217410910	12456 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
82	217410920	12446 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
83	217410930	12436 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
84	217410940	12426 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
85	217410950	13402 N LAURA ELLEN LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
86	217410960	12409 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
87	217410970	12419 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
88	217410980	12429 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
89	217410990	12439 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
90	217411000	12449 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
91	217411010	12459 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
92	217411020	12469 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
93	217411030	12479 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
94	217411040	12489 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
95	217411050	12499 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
96	217411060	12509 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
97	217411070	12519 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
98	217411080	12529 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
99	217411090	12539 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
100	217411100	12549 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
101	217411110	12569 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
102	217411120	12579 W BARNETT FARMS DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
103	217411130	13451 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
104	217411140	13441 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741

105	217411150	13431 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
106	217411160	13421 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
107	217411170	13411 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
108	217411180	13401 N SAMANTHA LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
109	217411190	12592 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
110	217411200	12582 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
111	217411210	12572 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
112	217411220	12562 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
113	217411230	12552 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
114	217411240	12542 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
115	217411250	12522 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
116	217411260	12502 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
117	217411270	12482 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
118	217411280	12472 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
119	217411290	12462 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
120	217411300	12452 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
121	217411310	12442 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
122	217411320	12432 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
123	217411330	12422 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
124	217411340	12412 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
125	217411350	12402 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
126	217411360	13396 N JESSETT LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
127	217411370	13386 N JESSETT LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
128	217411380	13376 N JESSETT LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
129	217411390	13366 N JESSETT LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
130	217411400	13356 N JESSETT LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
131	217411410	13346 N JESSETT LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
132	217411420	13336 N JESSETT LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
133	217411430	13326 N JESSETT LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
134	217411440	13316 N JESSETT LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
135	217411450	12417 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
136	217411460	12427 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
137	217411470	12437 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
138	217411480	12447 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
139	217411490	12457 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
140	217411500	12467 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
141	217411510	12477 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
142	217411520	12487 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
143	217411530	12497 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
144	217411540	12507 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
145	217411550	12517 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
146	217411560	12527 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
147	217411570	12537 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
148	217411580	12547 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
149	217411590	12557 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
150	217411600	12567 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
151	217411610	12577 W LAUREN ASHLEY WY	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
152	217411620	13385 N OLD FORESTER DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
153	217411630	13375 N OLD FORESTER DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
154	217411640	13365 N OLD FORESTER DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
155	217411650	13355 N OLD FORESTER DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
156	217411660	13345 N OLD FORESTER DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
157	217411670	13335 N OLD FORESTER DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
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159	217411690	12560 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
160	217411700	12550 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
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164	217411740	12510 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
165	217411750	12500 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
166	217411760	12490 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
167	217411770	12480 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
168	217411780	12470 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
169	217411790	12460 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
170	217411800	12450 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
171	217411810	12440 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
172	217411820	12430 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
173	217411830	12420 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
174	217411840	12410 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
175	217411850	12415 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
176	217411860	12425 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
177	217411870	12435 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
178	217411880	12445 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
179	217411890	12455 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
180	217411900	12465 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
181	217411910	12475 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
182	217411920	12485 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
183	217411930	12495 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
184	217411940	12466 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
185	217411950	12456 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
186	217411960	12446 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
187	217411970	12436 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
188	217411980	12426 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
189	217411990	12416 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
190	217412000	12411 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
191	217412010	12421 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
192	217412020	12431 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
193	217412030		TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
194	217412040	12451 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
195	217412050	12461 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
196	217412060	12471 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
197	217412070	12481 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
198	217412080	12491 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
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200	217412100	12511 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
201	217412110	12521 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
202	217412120	12531 W MIEKO LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
203	217412130	12545 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
204	217412140	12555 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
205	217412150	12565 W VIRGINIA LEE LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
206	217412160	12554 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
207	217412170	12544 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
208	217412180	12534 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
209	217412190	12524 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
210	217412200	12514 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
211	217412210	12504 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741

212	217412220	12494 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
213	217412230	12474 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
214	217412240	12464 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
215	217412250	12454 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
216	217412260	12444 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
217	217412270	12434 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
218	217412280	12424 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
219	217412290	13306 N JESSETT LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
220	217412300	13296 N JESSETT LN	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
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234	217412440	12477 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
235	217412450	12487 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
236	217412460	12515 W OLD FARM CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
237	217412470	12525 W OLD FARM CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
238	217412480	12535 W OLD FARM CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
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241	217412510	12565 W OLD FARM CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
242	217412520	12575 W OLD FARM CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
243	217412530	12585 W OLD FARM CT	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
244	217412540	12517 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
245	217412550	12527 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
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247	217412570	12557 W OLD FARM DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
248	217412580	13275 N OLD FORESTER DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
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250	217412600	13295 N OLD FORESTER DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
251	217412610	13305 N OLD FORESTER DR	TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741
			TITLE SECURITY AGENCY LLC TR 201434-T	ATTN: DR HORTON INC	3580 W INA RD STE 100	TUCSON AZ	85741

Site Map - The Village at Barnett




Site Map - The Village at Barnett
Legend
Parcels
N Nicholas Ct
W Nicholas Dr
N Samantha Ln
N Laura Ellen Ln
W Barnett Farms Dr
W Lauren Ashley Wy
N Old Forester Dr
W Virginia Lee Ln
N Jessett Ln
W Mieko Ln
W Old Farm Ct
W Old Farm Dr
W Barnett Rd
Old: Lauren Ashley
New: Lilliston
Old: Virginia Lee
New: Gini
800.0
0
400.00
Feet
Pima County GIS
This map is static output from an internet mapping site and no warranty is expressed or implied as to the accuracy, reliability, currency or completeness of the data, and is for reference only
217-41-2620
TITLE SECURITY AGENCY LLC TR
201434-T
ATTN: DR HORTON INC
7/28/2021

Council-Regular Meeting **C6**

Meeting Date: 09/21/2021

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: September 21, 2021

Subject: Approval of the Regular Council Meeting Summary Minutes of September 7, 2021 (Cherry L. Lawson)

Attachments

Regular Council Meeting Summary Minutes, 09/07/2021

MARANA TOWN COUNCIL

REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 7, 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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 6:00 PM and directed the Clerk to call the roll. **Mayor Honea, Vice Mayor Post, Council Members: Jackie Craig, Patti Comerford, Roxanne Ziegler (Excused), 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 approving the agenda as presented. Motion passes, 5-0.

CALL TO THE PUBLIC

Mayor Honea open the meeting to receive public comments. There were no comments offered by the public.

PROCLAMATIONS

P1 Proclamation declaring September 2021 as Guardians of the Children Month (Cherry L. Lawson)

P2 Proclamation recognizing September 2021 as, "Ovarian Cancer Awareness Month" (Cherry L. Lawson)

P3 Proclamation recognizing and commemorating the 20th Anniversary of September 11, 2001 (9-11) (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Craig reported thanked those who helped Youth Education Supporters for a backpack drive that assisted the Marana Unified School District. They raised $25,000 and 800 people donated backpacks that benefits students in the school district.

Council Member Comerford reported on her attendance at the Arizona League of Cities and Towns and stated over 1,200 attended from across the state. **Council Member Kai** was recognized for his service of 28 years, and she was recognized for 20 years of service. She recognized former employees and interns who had moved on ward to other organizations at the conference.

Mayor Honea echoed the report of **Council Member Comerford** and stated that **Vice Mayor Post** was recognized for 13 years of service. He commented on the conference stating that is was a great in-person event. Queen Creek grew 123% in the last decade, as it was the fastest growing community in Arizona. Goodyear grew 48%, and Marana grew 43%.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema echoed the comments of **Mayor Honea and Council Member Comerford** related to the Arizona League of Cities and Towns. He acknowledged Town staff who assisted in putting together the booth on behalf of the Town. He also reported on the following:

- Council Executive Report will be available on Friday, September 10.
- Development Services issued 86 single-family housing permits, four more than August 2020 at 82. Currently at 33 for September.
- Community meeting related to the Multi-generational Community and Aquatic Center, is scheduled for Thursday, September 9 at the STEM School at Dove Mountain.

- The Construction Manager At-Risk Process is underway for the Project Management for the project. Those are due by September 28, and a selection shortly thereafter.

- Email from Pinal County that was forwarded to Mayor and Council related to the Census numbers. Those numbers were significantly lower than the 2017 projections. Pinal County is contesting those numbers. They have asked the Town to support this effort and be present at its Board of Supervisors Meeting.
- Town has hired new staff to the organization that were approved by the Mayor and Council in the fiscal year budget for 2021.

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2021-120: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 - Employment Benefits and Leaves by amending Section 4-16-7 "Employee Reimbursement of Parental Paid Time Off Pay" (Curry C. Hale)

C2 Resolution No. 2021-121: Relating to Marana Regional Airport; approving and authorizing the Town Manager to sign the "Airport Rescue Grant - Grant Agreement," Airport Rescue Grant No. 3-04-0058-026-2021, with the Federal Aviation Administration for funding in an amount not to exceed $59,000 to help offset expenses as a result of the COVID-19 public health emergency (Kristin Taft)

C3 Resolution No. 2021-122: Relating to the Marana Regional Airport; approving and authorizing the Town Manager to sign five Airport Development Reimbursable Grant Agreements between the State of Arizona, by and through the Arizona Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing projects entitled "Install Rotating Beacon," "Apron, Rehabilitate East Hangar Apron Reconstruction," "Apron, Rehabilitate West Hangar Apron Reconstruction," "Runway MIRL/HIRL Construct," and "Apron Lighting PAPIs on Runways 12-30 and 3-21" (Kristin Taft)

C4 Resolution No. 2021-123: Relating to the Police Department; approving and authorizing the Mayor to execute a service agreement with the Marana Unified School District to provide two school resources officers in support of the District's School Safety Program and terminating the service agreement approved by Resolution No. 2020-049 (Libby Shelton)

C5 Resolution No. 2021-124: Relating to the Police Department; approving and authorizing the Chief of Police to execute the Intergovernmental Agreement Regarding Gang and Immigration Intelligence Team Enforcement Mission (GIITEM)

State Gang Task Force between the Town of Marana Police Department and the State of Arizona through its Department of Public Safety (AZDPS); rescinding Resolution No. 2021-029 (Libby Shelton)

C6 Approval of the Regular Council Meeting Summary Minutes of August 17, 2021, and the Council Study Session Meeting Summary Minutes of August 24, 2021 (Cherry L. Lawson)

Council Member Kai moved and Vice Mayor Post second the motion approving the Consent Agenda. 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 an Acquisition of Control of a Series #7 Beer and Wine Bar Liquor License submitted by Amy S. Nations on behalf of Quarry Pines Golf Club, located at 8480 North Continental Drive, Tucson, Arizona 85743 (Cherry L. Lawson)

Town Clerk Cherry Lawson provided an overview of the item of the application for an Acquisition of Control of a Series #7 Beer and Wine Bar Liquor License submitted by Amy S. Nations on behalf of Quarry Pines Golf Club, located at 8480 North Continental Drive, Tucson, Arizona 85743.

Vice Mayor Post moved and Council Member Comerford second the motion to approve and submit to the DLLC an order recommending approval of an application for an Acquisition of Control of a Series #7 Beer and Wine Bar Liquor License submitted by Amy S. Nations on behalf of Quarry Pines Golf Club, located at 8480 North Continental Drive, Tucson, Arizona 85743. Motion passes, 5-0.

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2021-125: Relating to Administration; authorizing the Town Manager to sign grant agreements on behalf of the Town of Marana (Jane Fairall)

Town Attorney Jane Fairall provided an overview of Resolution No. 2021-125 stating it would change the way that we have been processing grant agreements. It would allow the Town Manager to sign grant agreements, when they are processed through our grant approval process. Town staff and Finance determines budget capacity, that the Legal Department reviews and approves the agreement to form itself, rather than bringing before the Council each agreement. The Town request Council consideration, as there is a short turnaround on certain grants that come forward. However, there are some grant

agreements that will have to come before Council, as some requirements from funding agencies may require a specific resolution from the Council.
If Council approves Resolution No. 2021-125, the Town Manager would be authorized to approve the grant agreement without having to bring it before the Council.

Vice Mayor Post, moved and Council Member Kai second the motion to approve Resolution No. 2021-125. Motion passes, 5-0.

A2 Resolution No. 2021-126: Relating to Administration; approving the Town of Marana Public Art Policy; rescinding Resolution No. 2001-100 (Jane Fairall)

Ms. Fairall provided an overall of Resolution No. 2021-126 the Town of Marana Public Art Policy stating the proposed resolution seeks to rescind Resolution No. 2001-100 that created a Public Works Public Art Project Committee along with a policy that accompanied that related to public art. The Committee had been inactivate as of 2003, confirmed through Town records. Staff has updated the policy, and the updates has some similar elements to it for example, public art funding for capital improvement projects would be part of the budget. For each project, it would be capped at one (1%) percent of the total budget that is similar to the 2001 policy. The policy has a community aspect to it whereby the Town would put out an RFP for designs for public artwork when the Town had decided to move forward with a project. Additionally, a community input group will work with town staff to select the artist for the project. She described how the community group will be made up of members of the community and from the Citizens' Forum, and how the process would move forward to come before Council for its consideration prior to any project start.

Council Member Kai moved and Vice Mayor Post second the motion to approve Resolution No. 2021-126. 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 update to projects in and around the Marana community.

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 stated he did not have a report to provide, as members from TriAdvocates provided an update to the Legislative Session during a previous Council Meeting.

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.

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post, moved and Council Member Kai second the motion to adjourn the meeting. Motion passes, 5-0. Meeting adjourned at 6:42 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on September 7, 2021. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

Council-Regular Meeting **A1**

Meeting Date: 09/21/2021

To: Mayor and Council

From: Cynthia Ross, Senior Planner

Date: September 21, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2021.019: Relating to Development; approving a rezoning of approximately 47 acres of land, generally located on the northwest corner of Barnett Road and Sandario Road, from R-6 (Residential) to R-4 (Residential) (Cynthia Ross)

Discussion:

Request
Cypress Green Gardens LLC, represented by Paradigm Land Design LLC, is requesting approval to rezone approximately 47 acres of land from R-6 (Residential) to R-4 (Residential) for the purpose of revising the existing Cypress Gardens subdivision.

Location
The property is located on the northwest corner of Barnett Road and Sandario Road in a portion of Section 28, Township 11S, Range 11E, and is approximately a quarter mile west of the Marana Civic Center complex.

Background
The property has been subject to several development approvals in the past. The original 2001 rezoning (Ordinance 2001.016) changed the property from Zone A (Small Lot Zone) to R-7 (Residential) for a proposed 183 lot subdivision and was approved with conditions to provide buffering for the Yoem Pueblo subdivision located east of the subject property, across Sandario Road.

In 2013, Town staff determined that a number of the 2001 rezoning conditions warranted revision in order to conform to applicable State law and to accurately reflect and conform to the current Town of Marana policies and standard conditions. Ordinance

2013.020 addressed the irregularities and revised certain conditions of rezoning found in Ordinance 2001.016. In 2017, the property was final platted with 165 lots at 3.6 residences per acre (RAC) by Resolution 2017-057.

Land Use Proposal
The proposed rezoning asks to permit a higher density residential subdivision with 217 homes and a RAC of 4.67. The proposed subdivision will feature a mix of lot sizes ranging from 4,400 square feet to over 6,000 square feet, with an average minimum lot size of approximately 5,000 square feet. The Preliminary Development Plan shows the lot layout of the two types of lots offered: 136 lots located on the eastern half of the subdivision proposes 40′ x 110′ lots, and 81 lots located on the western half of the subdivision proposes 50′ x 120′ lots.

Recreation and Trails
The recreation area size and design will adhere to the Town's recreational design standards. Central open space corridors with landscaping and decomposed granite walking paths will connect the open space areas between two recreation areas within the development. The smaller of the two recreation areas in the central portion of the project will include a ramada and seating. The larger recreation area in the northern portion of the project within the drainage basin will include a small activity field, ramada, and play structure. The basin has been designed so that most of the amenities will not be inundated except in the largest of storms. An important design consideration was providing safe and convenient pedestrian access to the main recreation area, which is separated from the homes south of the proposed extension of Bill Gaudette Drive. The developers have proposed installing a pedestrian underpass beneath the proposed extension. The ultimate pedestrian connection to the park will be determined by the Town Engineer.

Compatibility to Adjoining Development
The subject property's location, adjacent to Sandario Road and Barnett Road, minimizes the potential for this development to impact adjacent landowners. Measures to buffer the Sun Mobile Home & RV Park, on the adjacent north, are shown on the attached bufferyard exhibit and include: (1) a ten foot landscape bufferyard along the entire northern perimeter; (2) an eight foot decorative masonry wall on the western portion (where the future extension of Bill Gaudette Drive is planned) to block the headlights from the subdivision traffic into the Sun Mobile property; (3) a six foot decorative masonry wall east to Sandario Road. Rear yard walls and landscape buffers will be provided along west and south boundaries to alleviate impacts to the existing residences.

Yoem Pueblo
To the east, across Sandario Road, is the Yoem Pueblo community, a 25 lot subdivision owned by the Pascua Yaqui Tribe of Arizona and an Arizona Department of Housing designated colonia. Minimizing impacts to the Yoem Pueblo residents and the ceremonial activities that occur on the site were cause for several additional buffering requirements in previous zoning actions that are honored in this rezoning proposal and included as conditions in this rezoning ordinance. Conditions include: (1) a perimeter subdivision wall along the Sandario Road frontage shall consist of a minimum six foot

high decorative block wall; (2) increased plant materials within the minimum ten-foot bufferyard on Sandario Road; (3) no vehicular access permitted from Sandario Road closer than 700-feet north of Barnett Road, this includes the ~600 linear feet of Pascua Yaqui frontage plus an additional separation; (4) required notification to potential buyers that Yoem Pueblo, a cultural resource, is located across Sandario Road and contains sacred grounds that have active Tribal ceremonies on an ongoing basis. To further buffer the Yoem Pueblo residents, the Planning Commission, at a public hearing on August 25, 2021, recommended to the Town Council restricting homes on lots 46-58 to single-story. This condition and conditions one through three are depicted on the attached Preliminary Development Plan.

Access and Circulation
Two subdivision access points are proposed onto Sandario Road: a north entrance via the proposed Bill Gaudette Drive and a south entrance located midway through the subdivision. Additional turning lanes on Sandario Road will be provided where warranted.

Infrastructure and Public Utilities
Marana Water will serve this subdivision. An extension of Marana's public water system may be required to be constructed by the developer. This development will connect to the existing Town of Marana sewer line in Sandario Road. No offsite sewer improvements are anticipated to be necessary. The property is located within the Tucson Electric Power service area. Existing overhead lines will be undergrounded to accommodate the proposed development. Southwest Gas will supply natural gas services to this development.

Marana General Plan
The Make Marana 2040 General Plan designates the property as Traditional Neighborhood (TN) and is included in the "Central Growth Area", which is projected to become the main "Downtown" area for the Town of Marana. The Traditional Neighborhood category allows for a range of residential densities between 2 dwelling units per acre to 18 dwelling units per acre. The 217 homes proposed on the 46.4 acre property result in a density of 4.67 RAC, which is consistent with the existing Traditional Neighborhood land use designation.

Citizen Participation
An attached memorandum summarizes Paradigm Land Design's public outreach efforts which have taken the form of a virtual online neighborhood meeting and mailings to property owners within 300 feet of the property.

Notification
This public hearing was properly noticed in the Daily Territorial newspaper, and all property owners within 300 feet of the rezoning area were noticed by U.S. Mail of the date, time, and topic of the public hearing. Additional notices were posted at various locations within the community and on the Town website. At the time of this report, no letters of protest or comment have been received by Town staff.

Case Analysis and Review Criteria

Pursuant to Marana Town Code Section 17-3-1(D), the Planning Commission and the Town Council shall consider the following questions, at a minimum, in reviewing an application for rezoning:

Case Analysis Review Criteria

1. Any change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration, and development;

   Based upon the requirements and conditions, the rezoning amendment does not appear to be detrimental to the character of the area due to installation of public facilities or any other rezoning changes.

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;

   With the acceptance of the recommended conditions, this rezoning will benefit the community by providing additional residential options.

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;

   Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding area and does not appear to be adversely impact the adjacent street network or generate such 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 the land development code, and other town regulations and guidelines, including goals and policies relating to economic development;

   The rezoning amendment conforms to the goals and policies of the general plan, the land development code, and other town regulations and guidelines.

5. The zoning districts and existing land uses of the surrounding properties;

   Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding properties zoning and existing land use.

6. That the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development;

   With the acceptance of the recommended conditions, 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;

Based upon the rezoning requirements and conditions, there is adequate utility infrastructure, public facilities, and public services in the area 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;

   Based upon the rezoning requirements and conditions, the subject property is suitable for the proposed uses.

9. Whether the rezoning is compatible with the adjacent neighborhood, especially residential neighborhood stability and character;

   Based upon the rezoning requirements and conditions, this rezoning amendment is compatible with the adjacent neighborhood in area stability and character.

10. If applicable, the length of time the subject property has remained vacant as zoned:

    The subject property has remained vacant since annexation in to the Town.

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:

    Based upon the rezoning amendment subject area location, there is an adequate supply of land available in the area and the surrounding community to accommodate the zoning and community needs.

Staff Recommendation:

This is a discretionary item for the Town Council to consider. Should the Town Council wish to approve this item, staff recommends the approval be subject to the conditions set forth in the draft ordinance.

Planning Commission Recommendation

The Planning Commission heard the request for the proposed rezoning at a public hearing on August 25, 2021, and voted 7-0 to recommend approval of the rezoning to the Town Council subject to the recommended conditions and with two additional recommended conditions. Condition #1: the homes on lots 46-58 shall be restricted to single story homes; this recommended condition is condition #24 on the proposed ordinance. Condition #2: the street in the southwest corner of the subdivision shall connect to Barnett Road or a cul-de-sac will be provided in that location, per Town Engineer approval; this recommended condition is condition #25 on the proposed ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2021.019 approving the Cypress Gardens Rezoning subject to the recommended conditions.

Attachments

Ord.2021.019
Exhibit A - Legal Description
Cypress Gardens Preliminary Development Plan
Cypress Gardens Rezoning Site Analysis
Application
Location Map
Cypress Gardens Bufferyard Exhibit
Cypress Gardens Public Outreach Summary

MARANA ORDINANCE NO. 2021.019

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 47 ACRES OF LAND, GENERALLY LOCATED ON THE NORTHWEST CORNER OF BARNETT ROAD AND SANDARIO ROAD, FROM R-6 (RESIDENTIAL) TO R-4 (RESIDENTIAL)

WHEREAS on October 20, 2001, the Mayor and Town Council adopted Ordinance No. 2001.016 rezoning land at the northwest corner of Sandario and Barnett Roads from "Zone A" to "R-6" (Residential); and

WHEREAS on August 20, 2013, the Mayor and Town Council adopted Ordinance No. 2013.020 amending Ordinance No. 2001.016 by revising certain rezoning conditions in order to conform to applicable state law and to accurately reflect and conform to the current Town of Marana policies and standard conditions; and

WHEREAS Cypress Green Gardens L.L.C. (the "Property Owners") owns the land that was subject to Ordinances 2001.016 and 2013.020, described as 47 acres of land located at the northwest corner of Sandario and Barnett Roads within a portion of Section 28, Township 11 South, Range 11 East, and more particularly described on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owners have authorized Paradigm Land Design LLC to submit an application to rezone the Rezoning Area from R-6 (Residential) to R-4 (Residential) ("this Rezoning"); and

WHEREAS the Marana Planning Commission held a public hearing on this Rezoning on August 25, 2021, and voted 7-0 to recommend approval of the rezoning to the Town Council subject to the recommended conditions and with two additional recommended conditions: 1) homes on lots 46-58 shall be restricted to single-story and 2) the street in the southwest corner of the subdivision shall connect to Barnett Road or a cul-de-sac will be provided in that location as accepted by the Town Engineer; and

WHEREAS the Marana Town Council held a public hearing on this Rezoning on September 21, 2021 and determined that the application for rezoning should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from R-6 (Residential) to R-4 (Residential).

Section 2. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owners and their successors in interest (all of whom are collectively included in the term "Property Owners" in the following conditions):

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

7. The final design of all streets and circulation facilities, including any gated or emergency access, must be accepted by the Northwest Fire District prior to Town Council consideration of a final plat for any portion of the Rezoning Area.
8. The maximum number of single family detached residential lots within the Rezoning Area shall not exceed 217.
9. No approval, permit or authorization by the Town of Marana authorizes violation of any Federal or State law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate Federal and State agencies to determine any action necessary to assure compliance with applicable laws and regulations.
10. The Property Owners shall transfer to the Marana Water Reclamation Department, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for the Town providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the Marana Water Reclamation Department and the Property Owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.
11. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Army Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.
12. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.
13. Prior to issuance of a building permit and pursuant to Marana Ordinance No. 99.02, the Property Owners within the Lower Santa Cruz River Levee Benefit Area shall reimburse the Town for the project's proportionate share for the construction of the Lower Santa Cruz River Levee.
14. The Property Owners shall install a non-potable system to serve the common open space areas and other landscape amenities, as accepted by the Cortaro-Marana Irrigation District.
15. The Property Owners shall notify potential buyers that some or all of the property in the Rezoning Area is subject to an annual tax and assessment by Cortaro-Marana Irrigation District and Cortaro Water User's Association.
16. The property owner shall ensure safe pedestrian access to the main recreation area, which is separated from the homes south of the proposed extension of Bill Gaudette Drive, by installing a pedestrian underpass beneath the proposed extension or another safe pedestrian connection treatment determined by the Town Engineer.
17. The perimeter subdivision wall along the Sandario Road frontage shall consist of a minimum six foot high decorative block wall.

18. The plant materials within the minimum 10-foot bufferyard along the Sandario frontage, from the southern access point to Barnett Road shall be planted with a minimum of six trees (50% 24-inch box or greater) 12 shrubs, and 15 – one gallon ground cover / accent plants per 1,000 square feet of area.
19. The Property Owners shall notify potential buyers that Yoem Pueblo, a cultural resource, is located across Sandario Road and contains sacred grounds that have active Tribal ceremonies on an ongoing basis.
20. Vehicular access from Sandario Road to the Rezoning Area must be located more than 700-feet north of Barnett Road.
21. The property contains potentially suitable habitat for the burrowing owl. Please note that the Western Burrowing Owl is protected under the Federal Migratory Bird Treaty Act of 1918 and State Law Titles 17-101 and 17-235. Per the Act and state law, a qualified biologist (certified by AZ Game & Fish Dept. - AZGFD) must perform a survey 30 days prior to the start of grading. If a burrowing owl is detected during the survey, AZGFD will coordinate with the property owner to exclude or move the owls without causing delay to the project.
22. The Property Owners shall notify potential buyers that an avigation easement has been recorded on this property in the Pima County Recorder's Officer at Sequence No. 20141900040.
23. The Property Owners shall notify potential buyers that the Rezoning Area falls in the Airport Influence Zone as delineated in the Make Marana 2040 General plan, and is subject to frequent overflight by general aviation aircraft.
24. Homes on lots 46-58 as shown on the Preliminary Development Plan, adjacent to Sandario Road, shall be restricted to single-story.
25. The street in the southwest corner of the subdivision shall connect to Barnett Road or a cul-de-sac will be provided in that location, as accepted by the Town Engineer.

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of September, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

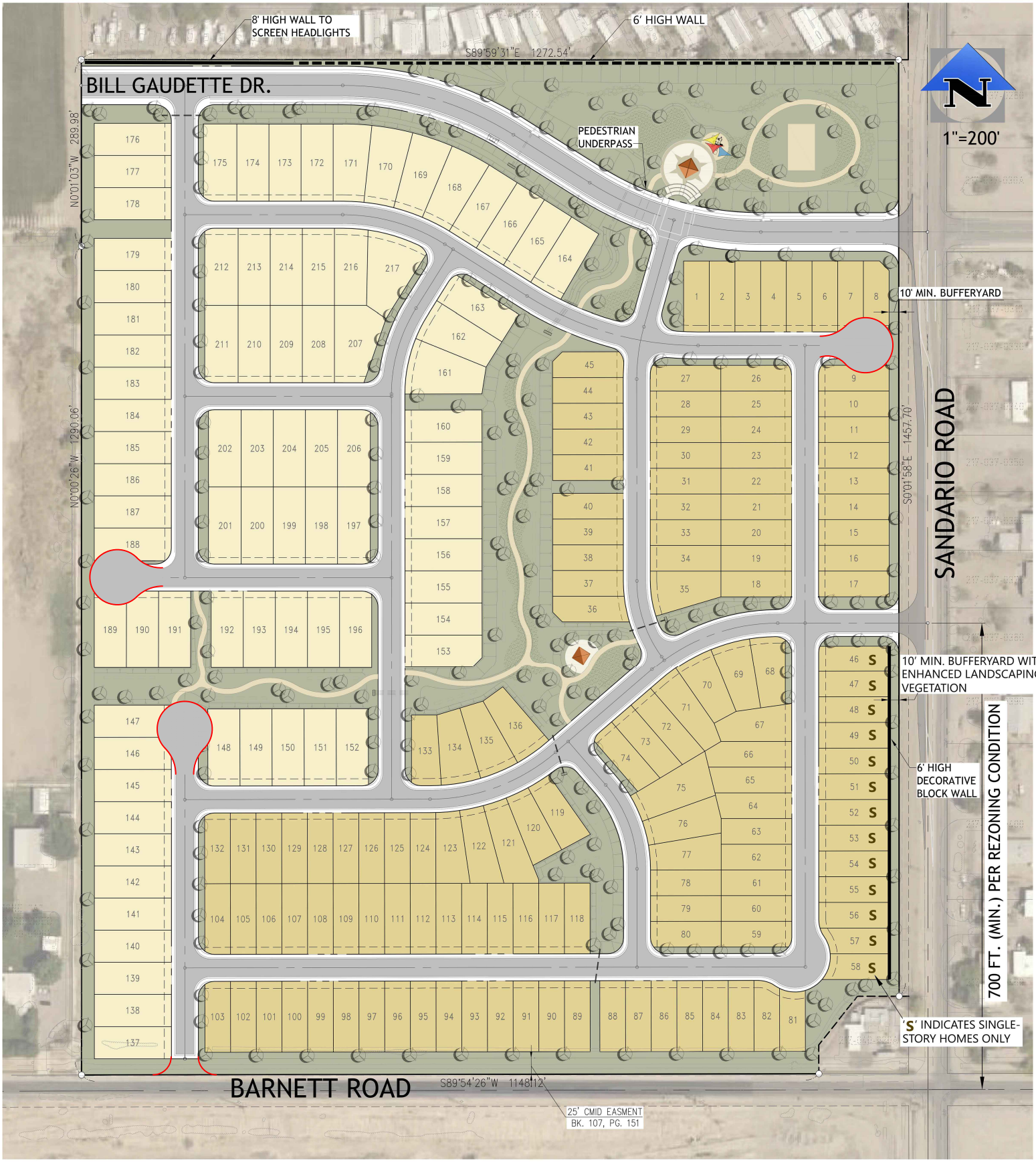
APPROVED AS TO FORM:

Jane Fairall, Town Attorney

EXHIBIT A

Cypress Gardens
Legal Description

Lots 1 thru 165 and Common Areas “A’, “B” & “C” as shown on the Final Plat for Cypress Gardens (Seq. 20141710116).



YIELD SUMMARY:

- 40'x110' LOTS (136 TOTAL)
- 50'x120' LOTS (81 TOTAL)

217 TOTAL LOTS

CYPRESS GARDENS

LOTS 1-217

MARANA * ARIZONA

EXHIBIT III-D-2: PRELIMINARY DEVELOPMENT PLAN

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA

IN COLLABORATION WITH:

PARADIGM LAND DESIGN LLC

CYPRESS GARDENS
REZONING SITE ANALYSIS
(PCZ2103-003)

PREPARED BY:

PARADIGM LAND DESIGN LLC

CONTACT: PAUL OLAND
GPO@PARADIGMLAND.US
(520) 664-4304

IN COLLABORATION WITH:

MARUM & ASSOCIATES ENGINEERING, LLC

M Esparza Engineering, LLC

JULY 2021

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I. INTRODUCTION

A. BACKGROUND

The Cypress Gardens property (the "Property") is 46.4± acres located at the northwest corner of the intersection of Barnett Road and Sandario Road in Marana, Arizona. The Property has been subject to several development approvals in the past:

- Ordinance 2001.16: Rezoning from "A" Zone (Small Lot) to R-6. This rezoning proposed 183 lots (3.9 homes per acre) and was approved with conditions added by Town Council to provide additional buffering for the Yoem Pueblo subdivision across Sandario Road from the Property.

- Ordinance 2013.020: Rezoning conditions revision. Conditions of approval were stricken and added to address provisions inconsistent with 2013 Town of Marana policies and actions that occurred between 2001 and 2013, and to conform the 2001 rezoning conditions to then-current (2013) policies and standard conditions.

- Resolution 2017.057: Final plat (and preliminary plat) of 165 lots (3.6 homes per acre), which is still in place today.

B. PROJECT OVERVIEW

In response to demand for smaller home sites in this vicinity this rezoning is proposed to permit the development of a residential neighborhood featuring somewhat smaller lot sizes than the existing plat. The proposed subdivision of 217 homes (4.7 homes per acre vs. 3.6 per the existing plat) will feature a mix of lot sizes ranging from 4,400 square feet to over 6,000 square feet, with an average minimum lot size of approximately 5,000 square feet. Cypress Gardens is bounded by Sandario Road to the east, Barnett Road to the south, single-family residential and undeveloped parcels to the west, and the Valley of the Sun Mobile Home & RV Park to the north. The Pascua Yaqui Yoem Pueblo subdivision is across Sandario Road from the Property. The additional buffering considerations mentioned above for the Yoem Pueblo will be honored in this rezoning request. The Make Marana 2040 General Plan's "Traditional Neighborhood" designation indicates that residential densities can range between 2 - 18 homes per acre which is appropriate for the Cypress Gardens property, as proposed. This document has been prepared in support of a request to rezone the Property from "R-6 Residential" to "R-4 Residential".

C. PRIMARY OBJECTIVES

- Provide much needed high-quality, energy efficient, single-family detached homes for new residents wishing to live in the Town of Marana. Homebuyers continue to exhibit strong demand for new homes in this northwest part of the Tucson metropolitan area.

- Provide a variety of lot sizes to accommodate moderate-income families.

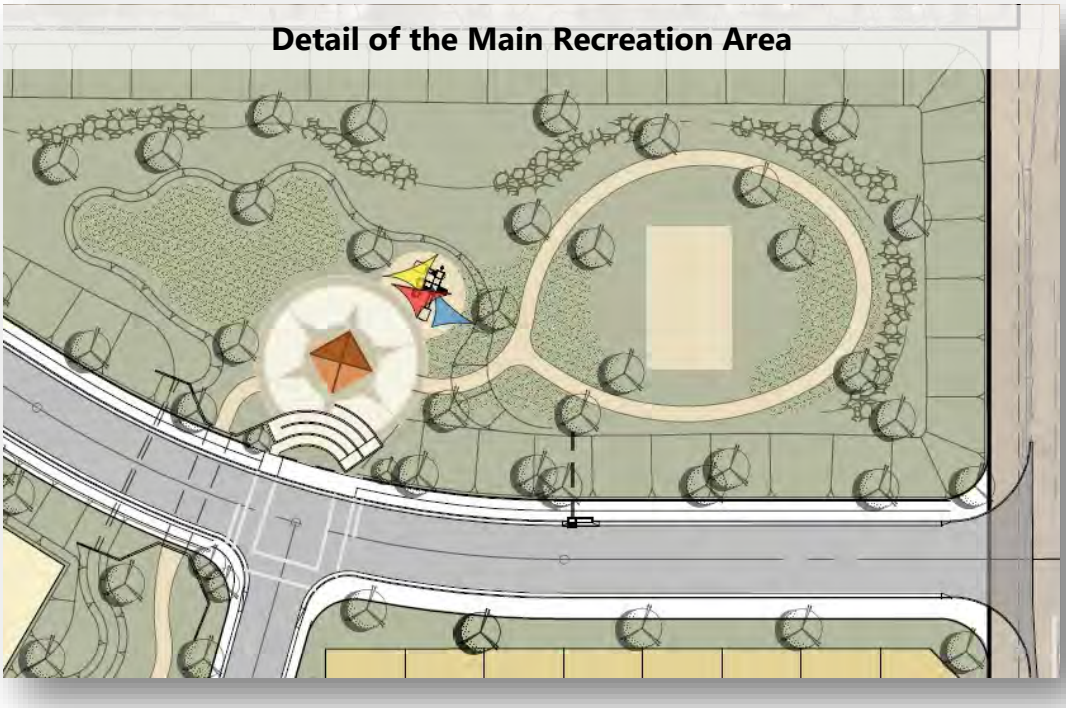
- Construct a residential community that is compatible with both existing and future surrounding land uses.

- Fulfill elements of the Town of Marana Strategic Plan by creating meaningful open space, and trail connectivity.

- Improve upon the previous design and make better use of the land and surrounding infrastructure.

Being bound on two of its four sides by major roads, Cypress Gardens will have minimal impact on nearby landowners. Land to the south is already zoned and/or under development as residential subdivisions within Rancho Marana. Land to the north contains the Valley of the Sun Mobile Home & RV Park. Land to the west is largely undeveloped and contains the Marana Mortuary Cemetery, and land to the east contains single-family residential and downtown Marana.

Detail of the Main Recreation Area



II. INVENTORY & ANALYSIS

The purpose of the Inventory & Analysis section of this document is to catalog the various developmental opportunities and constraints impacting the Property in order to provide a meaningful and relevant context for the development proposal detailed in Section III of this document. Through careful consideration of these existing conditions a design can be deemed compatible with its surroundings and appropriate for the area.

A. EXISTING LAND USES

1. Site Location

   The Property is currently platted with 165 lots and open space totaling approximately 46.4 acres located at the northwest corner of the intersection of Barnett Road and Sandario Road within Section 28, Township 11 South, Range 11 East, Town of Marana, Arizona. See Exhibit II-A-1: Site Location Map.

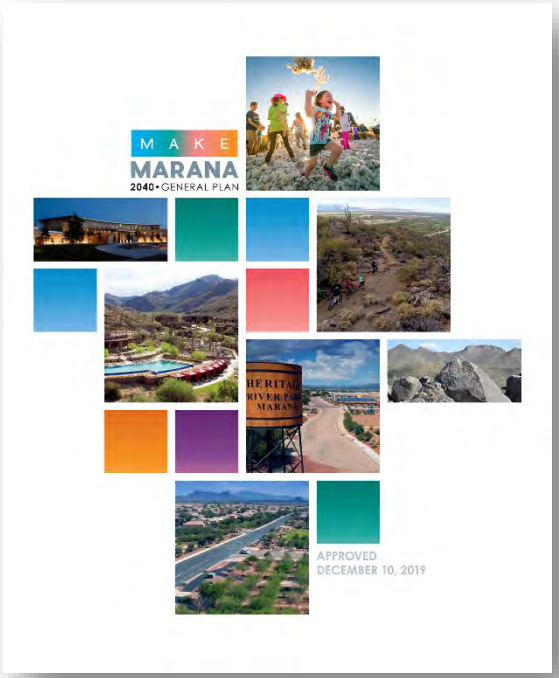
   The Project's administrative address is 13401 N. Sandario Rd., Marana, AZ 85653.

2. Existing Land Uses, Onsite Zoning & General Plan

   The Property is currently undeveloped and vacant. See Exhibit II-A-2: Existing Land Uses.

   As discussed earlier in this document, the Property is currently zoned R-6 (Residential) with a minimum lot size of 6,000 square feet. The R-6 zoning was established in 2001 and some conditions of approval were revised in 2013. Ordinance 2013.020 is provided on the following pages. See Exhibit II-A-4: Existing Zoning.

   The Make Marana 2040 General Plan designates the Property as Traditional Neighborhood and is included in the "Central Growth Area". As stated in the General Plan, this Central Growth Area is projected to become the main "Downtown" area for the Town of Marana. With lots of space for growth, this area is envisioned to include event and gathering spaces, shops, entertainment destinations, and employment opportunities. New residential developments such as Cypress Gardens will help support robust commercial activity throughout Downtown. This project will provide a variety of housing types and price ranges to promote growth in Downtown Marana. See Exhibit II-A-3: Existing General Plan Land Uses.



Rezoning Ordinance 2013.020

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5:

F. ANN RODRIGUEZ, RECORDER
Recorded By: JNC
DEPUTY RECORDER
4917

SMARA
TOWN OF MARANA
PICKUP

SEQUENCE: 20132350125
NO. PAGES: 4
ORDIN 08/23/2013
10:54
PICK UP
AMOUNT PAID: $7.00

MARANA ORDINANCE NO. 2013.020

RELATING TO DEVELOPMENT; AMENDING MARANA ORDINANCE NO. 2001.16, REZONING APPROXIMATELY 44 ACRES OF LAND AT THE NORTHWEST CORNER OF SANDARIO AND BARNETT ROADS FROM "ZONE A" TO "R-6," BY REVISING THE CONDITIONS OF REZONING TO CONFORM TO INTERVENING TOWN ACTIONS, CURRENT TOWN POLICIES, AND CURRENT ARIZONA LAW

WHEREAS the Mayor and Council adopted Marana Ordinance No. 2001.16 on November 20, 2001, rezoning approximately 44 acres of land at the northwest corner of Sandario and Barnett Roads from "Zone A" to "R-6;" and,

WHEREAS the Town Attorney has advised that condition of rezoning number 2 of Marana Ordinance No. 2001.16, which calls for automatic reversion, is inconsistent with the procedures mandated by A.R.S. § 9-462.01 (E); and

WHEREAS no notice and public hearing were provided with respect to any reversion of this rezoning as required by A.R.S. § 9-462.01 (E), so there has been no reversion of this rezoning; and

WHEREAS the conditions of rezoning numbers 3, 4, 5, 6, 8, 10, 11, 14, 15, and 16 set forth in Marana Ordinance No. 2001.16 include provisions inconsistent with Town of Marana actions that have occurred in the intervening years and current Town of Marana policies; and

WHEREAS this ordinance makes other revisions to the conditions of rezoning to conform to current Town of Marana policies and standard conditions; and

WHEREAS the Mayor and Council find that these condition modifications are insubstantial enough not to require or benefit from Planning Commission consideration, and that this ordinance is in the best interests of the Town and its citizens.

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

SECTION 1. Marana Ordinance No. 2001.16 is hereby amended by revising the conditions of rezoning as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

1. Compliance with all provisions of the Town's Codes, Ordinances and policies of the General Plan, and the Northwest Marana Area Plan current at the time of any subsequent development, including, but not limited to, requirements for public improvements.
2. ~~This rezoning is valid for three years from the date of Town Council approval provided that if the developer fails to have a plat recorded prior to the three~~

Ordinance No. 2013.020 - 1 - 8/8/2013 11:26 AM BY FJC

4

Rezoning Ordinance 2013.020 (cont'd)

~~years the property shall revert to the original zoning without further action by the Town Council.~~ [Deleted]

3. The Developer shall dedicate Sandario to a maximum of 45-foot half-width right-of-way ~~and Barnett to a maximum of 75-foot half-width right-of-way~~ and a 60-foot full width right-of-way to provide for the extension of Bill Gaudette Drive, ~~for street purposes, or as accepted by the Town. In the event an infrastructure development project requiring additional right-of-way along Sandario or Barnett is programmed in the approved Capital Improvement Plan for the Town, t~~The developer shall convey the subject right-of-way upon demand by the Town or by plat.
4. ~~The Developer shall dedicate, if applicable, their share of the loop road (new Sandario connecting to Tangerine) a minimum of 250 feet full right-of-way, inclusive of the linear park element. In the event an infrastructure development project requiring additional right-of-way along the Loop Road is programmed in the approved Capital Improvement Plan for the Town, and is aligned within this property, the developer shall convey the subject right-of-way upon demand by the Town.~~ [Deleted]
5. The Developer shall provide~~, if needed,~~ to the ~~Development Services Administrator's~~ Town Engineer's satisfaction, the necessary off site roadway dedications and improvements as deemed necessary by the ~~Town's Development Services Administrator~~ Planning Director and Town Engineer to support the proposed development of the site.
6. ~~The Developer shall provide a proportionate financial share in regional transportation improvements and other major infrastructure improvements, that include but are not limited to upgrades to the Tangerine/I-10 and Marana/I-10 interchanges, and Moore Road/I-10 interchange, as identified in the Northwest Marana Area Plan and the Marana Master Transportation Plan.~~ [Deleted]
7. A water service agreement and master water plan must be submitted, by the Developer, and accepted by the Utilities Director prior to the approval of the first preliminary plat, by the Town Council.
8. A sewer service agreement and master sewer plan must be submitted, by the Developer, and accepted by ~~Pima County Wastewater Management~~ the Utilities Director and the Town Engineer prior to the approval of the first preliminary plat by the Town Council.
9. The property owner shall transfer with the final plat, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II to the Town of Marana for the Town providing designation of assured water supply and water service to said property. If Type I or Type II are needed on said property, the Town and developer/landowner shall arrive at an agreeable solution to the use of those water rights appurtenant to said land.

Ordinance No. 2013.020 - 2 - 8/8/2013 11:26 AM BV FJC

Rezoning Ordinance 2013.020 (cont'd)

10. Prior to the issuance of a building permit and pursuant to Marana Ordinance No. 99.02 the property owner(s) within the Lower Santa Cruz River Levee Benefit Area shall ~~enter into a Development Agreement with the Town of Marana to~~ reimburse the Town for this project's proportionate share for the cost of construction of the Lower Santa Cruz River L~~l~~evee.
11. The Developer shall develop an irrigation system, dedicated to the Town, to distribute irrigation water to all ~~properties~~ common area and open space containing landscaping within this development as directed by the Marana Utilities Department.
12. Potential buyers shall be notified that some or all of the property in this rezoning is subject to an annual tax and assessment by Cortaro Marana Irrigation District and Cortaro Water Users' Association.
13. Prior to Town Council review the applicant shall address the comments of the Cortaro-Marana Irrigation District to their satisfaction and provide staff with written clearance.
14. ~~The developer shall enter into a Development Agreement to provide an in-lieu contribution for off-site parkland and park facility development as accepted by the Town, prior to approval of a Final Plat.~~ [Deleted]
15. ~~Prior to submittal of a subdivision plat the applicant shall provide written verification that the site has been annexed into the Northwest Fire/Rescue District.~~ [Deleted]
16. The perimeter subdivision wall ~~adjacent to the 10-foot bufferyard~~ along the Sandario Road frontage, ~~from the southern access point to Barnett Road,~~ shall consist of a minimum six (6) foot high decorative block wall~~;~~.
17. The plant materials within the minimum 10-foot bufferyard along the Sandario frontage~~,~~ from the southern access point to Barnett Road shall be planted with a minimum of six (6) trees (50% 24-inch box or greater), twelve (12) shrubs, and fifteen (15) - 1 gallon ground cover / accent plants per one thousand (1,000) square feet of area~~;~~.
18. Potential buyers shall be notified that Yoem Pueblo, a cultural resource is located across Sandario Road and contains sacred grounds that have active Tribal ceremonies on an ongoing ~~base~~ basis.
19. No vehicular access shall be permitted from Sandario Road closer than 700-feet north of Barnett Road, this includes the ~600 linear feet ~~l.f.~~ of Pascua Yaqui frontage plus an additional separation.
20. An avigation easement shall be recorded for this property prior to approval of the final plat.
21. The Developer shall pay an in lieu fee of $16,820 as the Developer's fair-share contribution for the construction of a multi-use path or sidewalk within the Sandario Road right-of-way along the east boundary of the property, payable upon the Town's request or at the time of platting, whichever occurs first.

Ordinance No. 2013.020 - 3 - 8/8/2013 11:26 AM BV FJC

Rezoning Ordinance 2013.020 (cont'd)

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed as of the effective date of this ordinance; provided, however, that this repeal shall not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

SECTION 3. 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 4. This ordinance is effective on September 20, 2013.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of August, 2013.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

TOWN OF MARANA ARIZONA 77

Ordinance No. 2013.020 - 4 - 8/8/2013 11:26 AM BV FJC

3. Avigation Easement

   The Property is within the airport influence area for aircraft utilizing Marana Regional Airport and is subject to an existing avigation easement (Pima County Recorder Sequence #2014190040) that is perpetual and runs with the land. A note will be placed on the final plat notifying future residents of the easement.

4. Existing Adjacent Zoning and Land Uses

   a. Surrounding Zoning & Land Uses

   The Property is surrounded by properties featuring the following zoning designations and land uses. See Exhibit II-A-2: Existing Land Uses and Exhibit II-A-4: Existing Zoning.

N:	Existing zoning:	A-Small Lot Zone
	Existing land use:	Valley of the Sun Mobile Home & RV Park
NE:	Existing zoning:	A-Small Lot Zone
	Existing land use:	Sandario Road and Undeveloped Land
E:	Existing zoning:	A-Small Lot Zone
	Existing land use:	Sandario Road, the current western terminus of Bill Gaudette Drive, the Yoem Pueblo Subdivision, and the Marana Health Center and Municipal Complexes Beyond
SE:	Existing zoning:	Rancho Marana Specific Plan
	Existing land use:	The Intersection of Sandario Rd. & Barnett Road, Residential, and Undeveloped Land (Vanderbilt Farms)
S:	Existing zoning:	Rancho Marana Specific Plan
	Existing land use:	Barnett Rd. and Undeveloped Land (Rancho Marana Block 3)
SW:	Existing zoning:	Rancho Marana Specific Plan
	Existing land use:	Barnett Rd. and Undeveloped Land (Rancho Marana Block 4)
W:	Existing zoning:	A-Small Lot Zone & Las Pilas Specific Plan
	Existing land use:	Residential, Undeveloped Land, and the Marana Mortuary Cemetery
NW:	Existing zoning:	Las Pilas Specific Plan
	Existing land use:	Undeveloped Land

b. Surrounding Building Heights

Nearby structures are a mix of single and two-story. Some buildings within the Marana Municipal Complex and Marana Health Center campus are 3-story.

c. Nearby Pending Rezonings

There are no pending rezonings within one-quarter mile. The Remington Ranch rezoning is just over one-quarter mile to the southwest.

d. Nearby Approved Rezonings

There are no recently approved rezonings within one-quarter mile.

e. Nearby Approved Subdivisions & Development Plans

The Pascua Yaqui Yoem Pueblo subdivision is across Sandario Road from the Property. The Yoem Pueblo property has been occupied with houses and other buildings for many years and was subject to a formal subdivision plat in 2016. Minimizing impacts to the Yoem Pueblo residents and the ceremonial activities that occur onsite were cause for several additional buffering requirements in previous zoning actions. Those buffering requirements will be honored as part of this rezoning proposal.

The Rancho Marana Specific Plan is across Barnett Road, directly south of Cypress Gardens. Rancho Marana Blocks 1 and 2 (Solara) are completely built out. Rancho Marana Block 3 is approved for 128 lots and Rancho Marana Block 4 is approved for 81 lots, but construction has yet to begin.

Rancho Marana Block 1



The Farm Field Five subdivision, also a part of the Rancho Marana Specific Plan, is approximately one-quarter mile southeast of Cypress Gardens and is currently under construction.

f. Architectural Styles used in Adjacent Properties

Architectural styles of site-built homes east of Cypress Gardens are typical of most unplanned development in rural Marana, which is a mix of traditional and contemporary southwest homes. Architectural styles in surrounding subdivisions under construction will be mainly wood frame homes that utilize stucco and stone veneer and have either a flat or gabled tile roof.

Southwestern Architectural Style



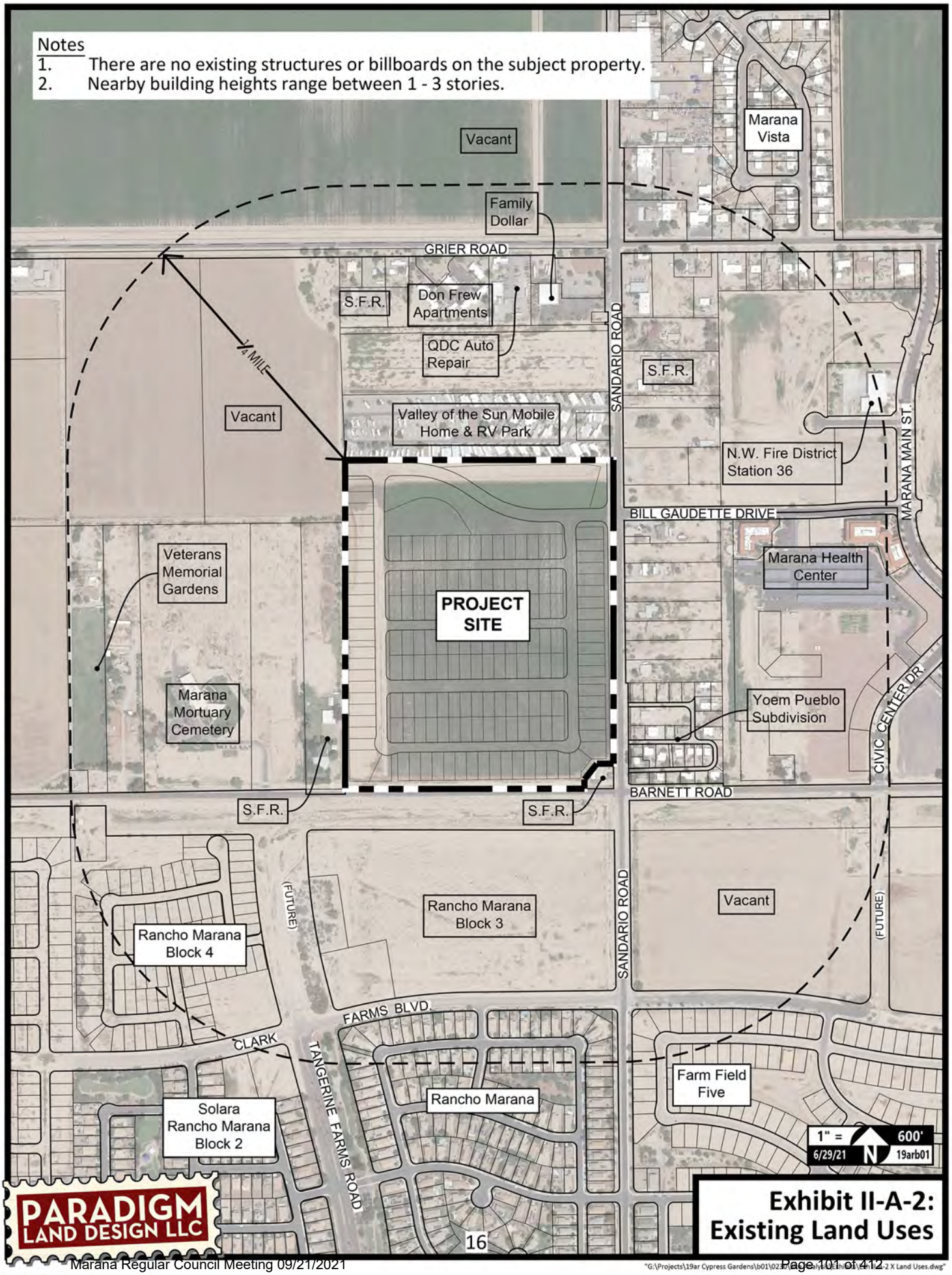
Residences built within this Project will be subject to the Town of Marana Residential Design Standards, which apply to developments in which any lot is 16,000 square feet or less in size.

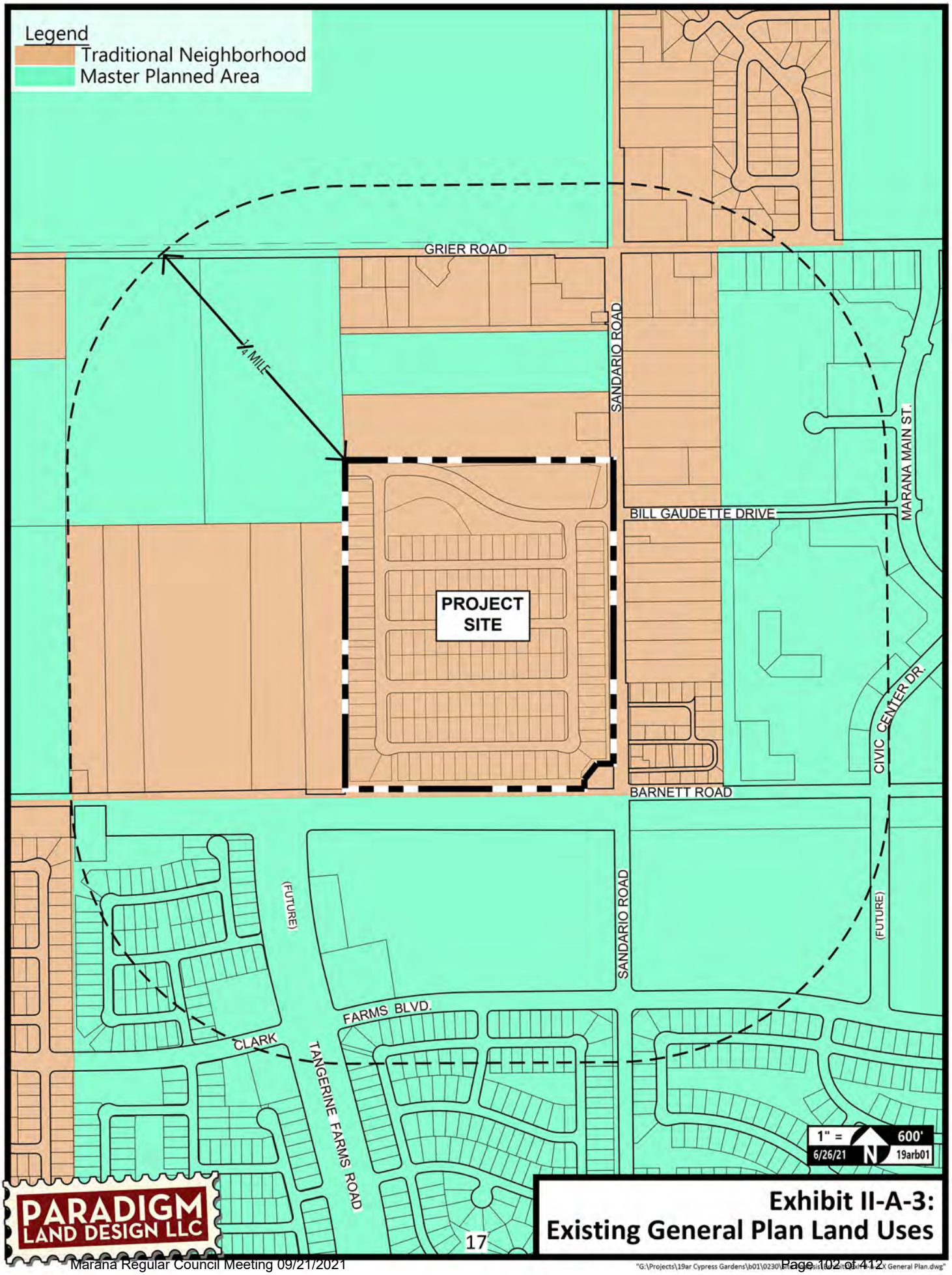


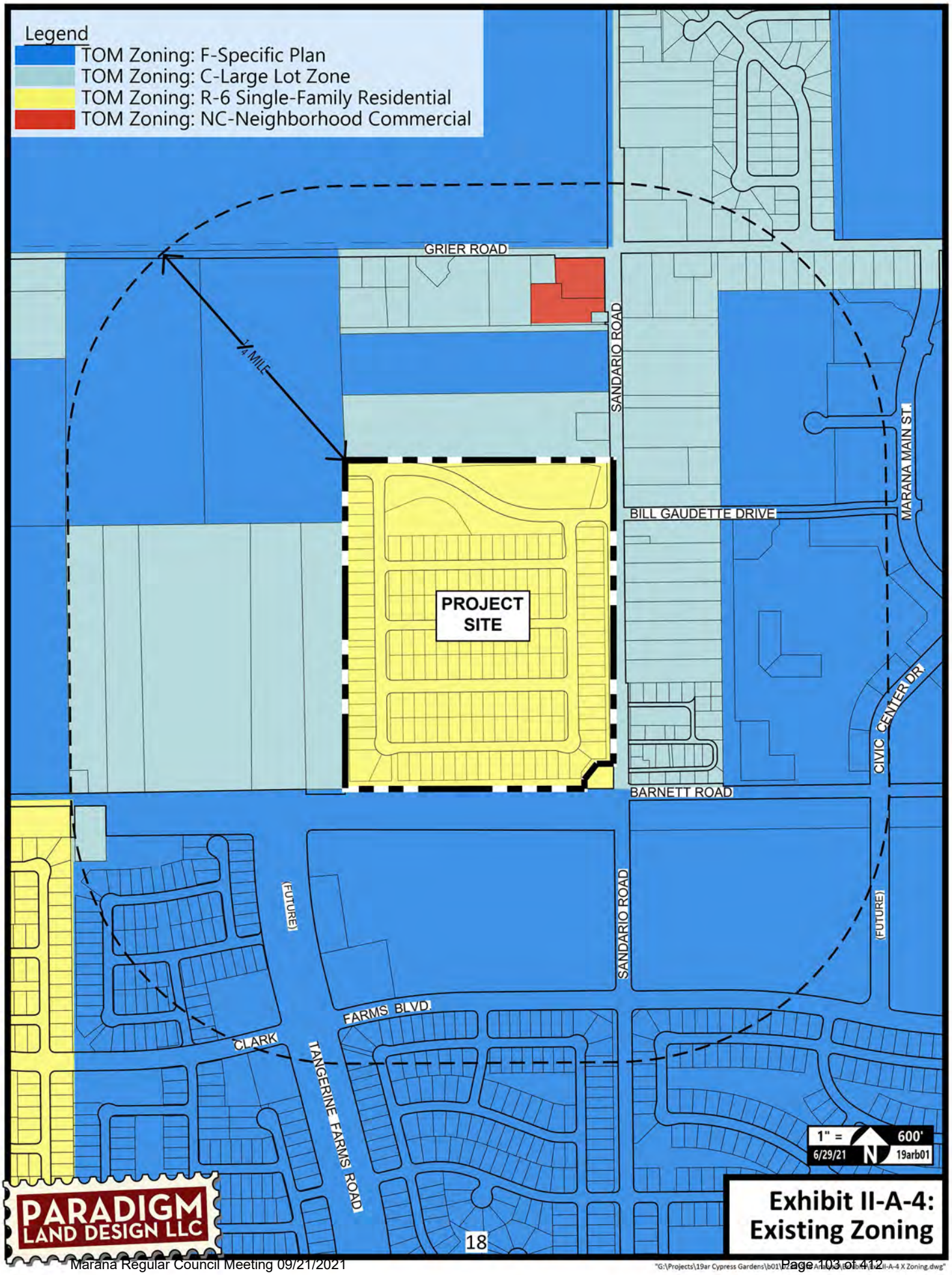
Exhibit II-A-1: Site Location Map

PARADIGM LAND DESIGN LLC

"G:\Projects\19ar Cypress Gardens\b01\0230 [illegible] Location Map.dwg"


Notes
1. There are no existing structures or billboards on the subject property.
2. Nearby building heights range between 1 - 3 stories.
Vacant
Marana Vista
Family Dollar
GRIER ROAD
S.F.R.
Don Frew Apartments
QDC Auto Repair
SANDARIO ROAD
S.F.R.
1/4 MILE
Vacant
Valley of the Sun Mobile Home & RV Park
N.W. Fire District Station 36
MARANA MAIN ST.
BILL GAUDETTE DRIVE
Veterans Memorial Gardens
PROJECT SITE
Marana Health Center
Marana Mortuary Cemetery
Yoem Pueblo Subdivision
CIVIC CENTER DR.
BARNETT ROAD
S.F.R.
S.F.R.
(FUTURE)
Rancho Marana Block 3
SANDARIO ROAD
Vacant
(FUTURE)
Rancho Marana Block 4
FARMS BLVD.
CLARK
TANGERINE FARMS ROAD
Rancho Marana
Farm Field Five
Solara Rancho Marana Block 2
1" = 600'
6/29/21
N
19arb01
PARADIGM LAND DESIGN LLC
Exhibit II-A-2: Existing Land Uses
16


Legend
Traditional Neighborhood
Master Planned Area
GRIER ROAD
1/4 MILE
SANDARIO ROAD
MARANA MAIN ST.
BILL GAUDETTE DRIVE
PROJECT SITE
CIVIC CENTER DR.
BARNETT ROAD
(FUTURE)
SANDARIO ROAD
(FUTURE)
FARMS BLVD.
CLARK
TANGERINE FARMS ROAD
1" = 600'
6/26/21
N
19arb01
PARADIGM LAND DESIGN LLC
Exhibit II-A-3:
Existing General Plan Land Uses
17



"G:\Projects\19ar Cypress Gardens\b01\Drawings\Exhibits\II-A-4 X Zoning.dwg"

B. TOPOGRAPHY AND SLOPE

1. Topographic Characteristics

The topography of Cypress Gardens is characterized by extremely flat terrain due to historic farming activity. The property generally slopes downward from southeast to northwest. Elevations range from approximately 1,987 feet above sea level at the southeast corner to 1,982 feet above sea level at the northwest corner of the property. The site does not contain any hillside conservation areas, rock outcrops, slopes of 15% or greater, or other significant topographic features. See Exhibit II-B-1: Topography.

2. Pre-Development Slope

a. Average Cross-Slope

The pre-development average cross-slope of the subject property is approximately 0.35%, according to the following formula:

C = Contour Interval
L = Length of Topographic Contours
A = Acreage of Site

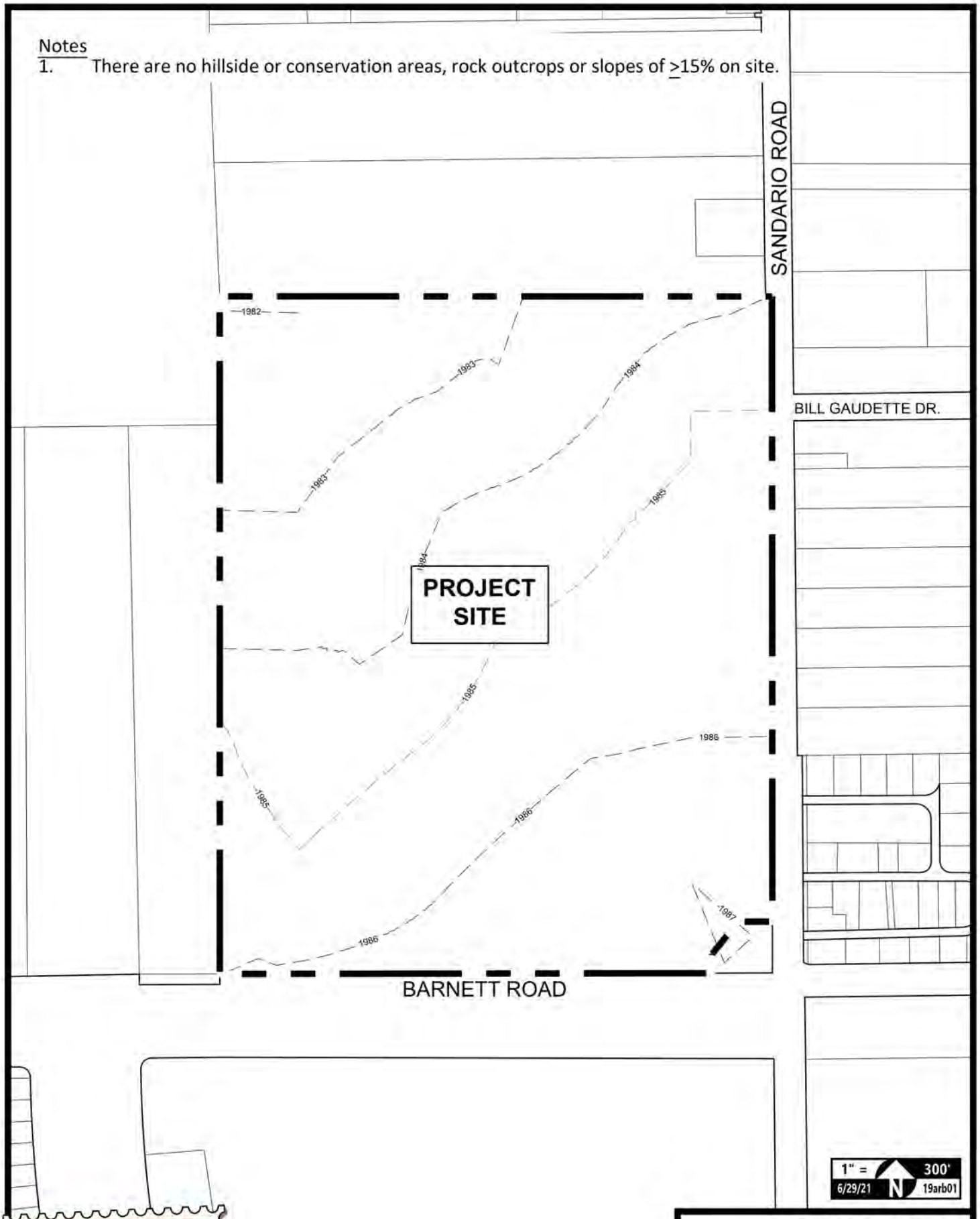
(C x L x 0.0023) / A = Average Cross Slope
(1' x 7,229' x 0.0023) / 46.4 = 0.35%

b. Average Overall Slope

The pre-development average overall slope is 0.3% from the southeast corner to the northwest corner of the project boundary.

A Flat Site Typical of Farmed Land





PARADIGM LAND DESIGN LLC

Exhibit II-B-1: Topography & Slopes

C. HYDROLOGY

This section of the site analysis describes pre-development onsite hydrologic and hydraulic characteristics.

1. Offsite Features Affecting Site

The Barnett Channel / Basin intercepts runoff approaching the area from the southeast. Stormwater from Barnett Road is intercepted by two irrigation canals along the southern property boundary (see picture, below). The southern canal is within a 25' CMID easement onsite. The northern canal is private and just serves the onsite farming operation.

Along the Upstream Property Boundary the Barnett Channel / Basin and Local Irrigation Canals Keep Offsite Stormwater from Entering the Property



2. Acreage of Upstream Offsite Watersheds

The general drainage pattern in this region has runoff moving to the northwest and there are no offsite watersheds contributing to Cypress Gardens due to the aforementioned Barnett Channel / Basin and irrigation canals.

3. Onsite Hydrology Characteristics

There are no well-defined onsite watershed boundaries due to the sheet flow conditions present throughout the undeveloped properties in the project vicinity. Areas of sheet flooding are present across the entire Property, and generally drain toward the northwest corner of the Property. As mentioned above, a CMID irrigation canal exists within a 25' easement along the Property's southern edge. CMID has been notified that no encroachment is proposed into that easement. Any detailed engineering related to that CMID facility, such as undergrounding, will be addressed during the platting stage.

a. 100-year Floodplains with Peak Discharges ≥ 50 CFS

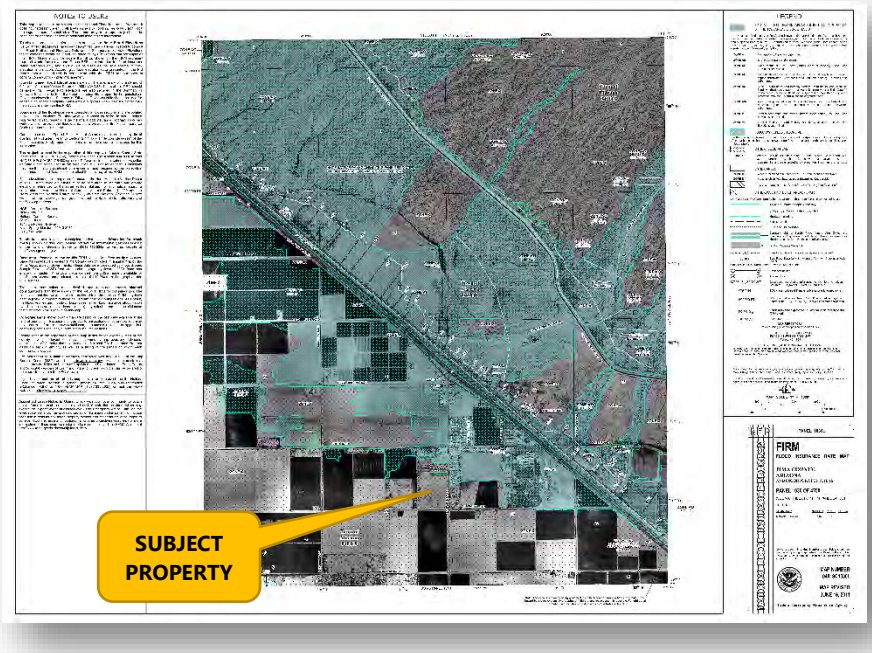
All peak discharges entering and exiting the site, as well as their contributing drainage areas have been shown on Exhibit II-C-1: Onsite Hydrology.

b. Areas of Sheet Flooding and Average Depths

Areas of sheet flooding are present across this entire development site.

c. Federally mapped floodways and floodplains

The FEMA Flood Insurance Rate Map Panel 04019C1030L shows nearly the entire property to be in shaded Zone X which indicates "areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood". A small area in the northeast corner of the site is designated AO-1, indicating possible sheet flow with depths of up to one foot during a 1% annual chance flood. That area lies north of the Gaudette Road alignment and will be used for stormwater management See Exhibit II-C-1: Onsite Hydrology.



4. Existing Drainage Conditions along the Downstream Property Boundary

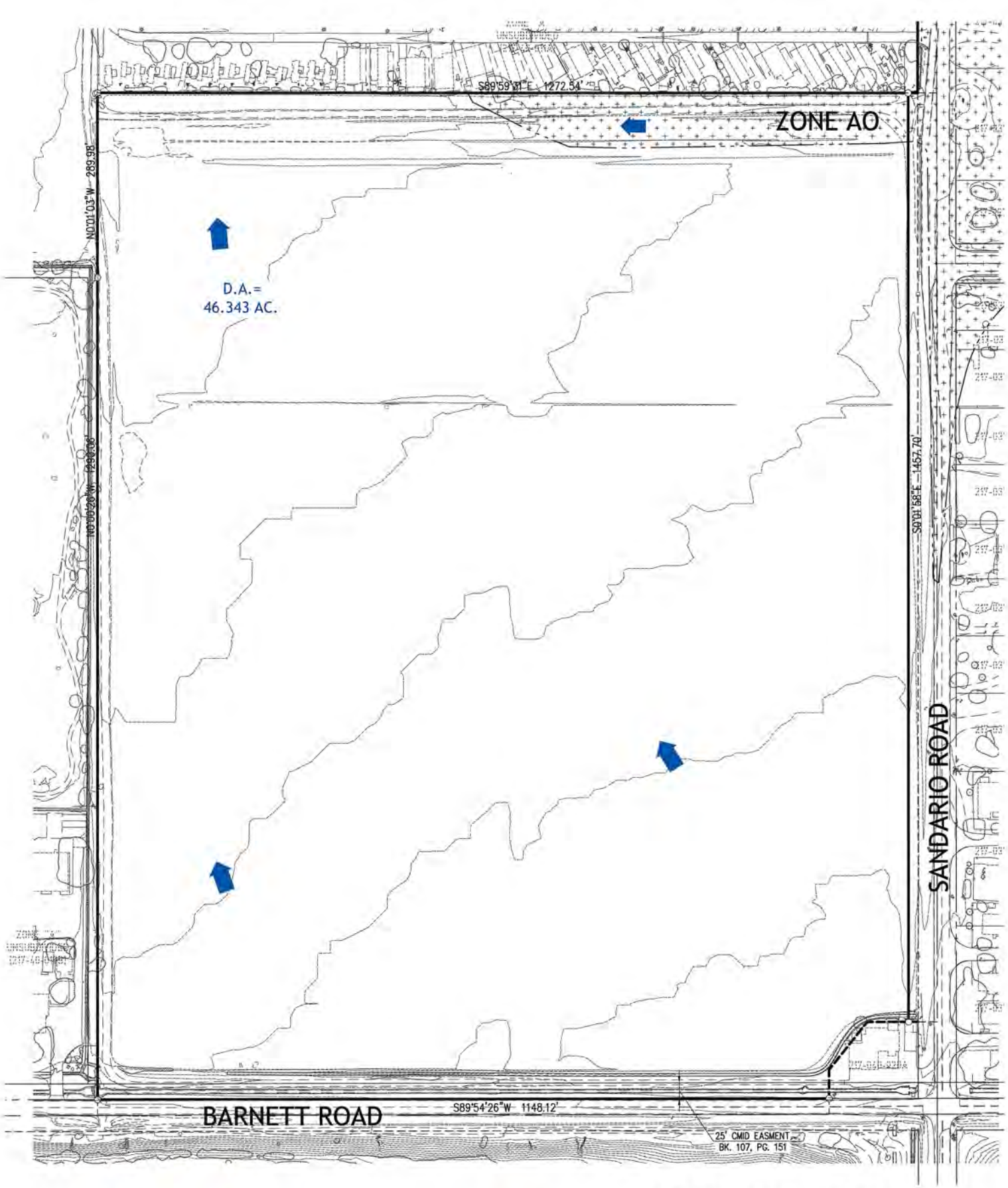
   Stormwater runoff leaves the site along the north and west boundary via irrigation canals and sheet flow.

Direction of Stormwater Flow Along Western Downstream Boundary



Direction of Stormwater Flow Along Northern Downstream Boundary





MARUM & ASSOCIATES ENGINEERING, LLC

2730 E. BROADWAY BLVD., STE. 250
TUCSON

CYPRESS GARDENS

LOTS 1-217

MARANA, ARIZONA

EXHIBIT II-C-1:
ONSITE HYDROLOGY

D. VEGETATION

1. On-site Vegetative Communities

   Cypress Gardens has historically been used for agriculture purposes. Thus, there is no existing native vegetation onsite. There are no significant or native species within the limits of the subject property.

2. Significant, Threatened, or Endangered Flora

   No threatened or endangered flora are known to exist on site.

3. Vegetative Densities

   Vegetative density of the subject site is 0% plant cover. See Exhibit II-D-1: Vegetation.




Note
1. The site is void of any native vegetation.
SANDARIO ROAD
BILL GAUDETTE DR.
PROJECT SITE
BARNETT ROAD
1" = 300'
6/29/21
N
19arb01
PARADIGM LAND DESIGN LLC
Exhibit II-D-1: Vegetation

E. WILDLIFE

The Arizona Game and Fish Department's online review tool has been consulted, and the Environmental Review report, dated January 3, 2021, indicates that several federally listed species have been known to exist in the vicinity of this development. Any protected species encountered onsite will be handled according to applicable regulatory criteria. See Exhibit II-E-1: AZGFD Report.

Exhibit II-E-1: AZGFD Report

Arizona Environmental Online Review Tool Report

Arizona Game and Fish Department Mission
To conserve Arizona's diverse wildlife resources and manage for safe, compatible outdoor recreation opportunities for current and future generations.

Project Name:
Cypress Gardens

Project Description:
Single-family residential development

Project Type:
Development Within Municipalities (Urban Growth), Residential subdivision and associated infrastructure, New construction

Contact Person:
Clay Goodwin

Organization:
Paradigm Land Design LLC

On Behalf Of:
PIMA

Project ID:
HGIS-12562

Please review the entire report for project type and/or species recommendations for the location information entered. Please retain a copy for future reference.

Page 1 of 12

Exhibit II-E-1: AZGFD Report (cont'd)

Disclaimer:

1. This Environmental Review is based on the project study area that was entered. The report must be updated if the project study area, location, or the type of project changes.
2. This is a preliminary environmental screening tool. It is not a substitute for the potential knowledge gained by having a biologist conduct a field survey of the project area. This review is also not intended to replace environmental consultation (including federal consultation under the Endangered Species Act), land use permitting, or the Departments review of site-specific projects.
3. The Departments Heritage Data Management System (HDMS) data is not intended to include potential distribution of special status species. Arizona is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there. HDMS data contains information about species occurrences that have actually been reported to the Department. Not all of Arizona has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity. Such surveys may reveal previously undocumented population of species of special concern.
4. HabiMap Arizona data, specifically Species of Greatest Conservation Need (SGCN) under our State Wildlife Action Plan (SWAP) and Species of Economic and Recreational Importance (SERI), represent potential species distribution models for the State of Arizona which are subject to ongoing change, modification and refinement. The status of a wildlife resource can change quickly, and the availability of new data will necessitate a refined assessment.

Locations Accuracy Disclaimer:
Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Report is solely responsible for the project location and thus the correctness of the Project Review Report content.

Exhibit II-E-1: AZGFD Report (cont'd)

Recommendations Disclaimer:

1. The Department is interested in the conservation of all fish and wildlife resources, including those species listed in this report and those that may have not been documented within the project vicinity as well as other game and nongame wildlife.
2. Recommendations have been made by the Department, under authority of Arizona Revised Statutes Title 5 (Amusements and Sports), 17 (Game and Fish), and 28 (Transportation).
3. Potential impacts to fish and wildlife resources may be minimized or avoided by the recommendations generated from information submitted for your proposed project. These recommendations are preliminary in scope, designed to provide early considerations on all species of wildlife.
4. Making this information directly available does not substitute for the Department's review of project proposals, and should not decrease our opportunity to review and evaluate additional project information and/or new project proposals.
5. Further coordination with the Department requires the submittal of this Environmental Review Report with a cover letter and project plans or documentation that includes project narrative, acreage to be impacted, how construction or project activity(s) are to be accomplished, and project locality information (including site map). Once AGFD had received the information, please allow 30 days for completion of project reviews. Send requests to:
   Project Evaluation Program, Habitat Branch
   Arizona Game and Fish Department
   5000 West Carefree Highway
   Phoenix, Arizona 85086-5000
   Phone Number: (623) 236-7600
   Fax Number: (623) 236-7366
   Or
   PEP@azgfd.gov
6. Coordination may also be necessary under the National Environmental Policy Act (NEPA) and/or Endangered Species Act (ESA). Site specific recommendations may be proposed during further NEPA/ESA analysis or through coordination with affected agencies

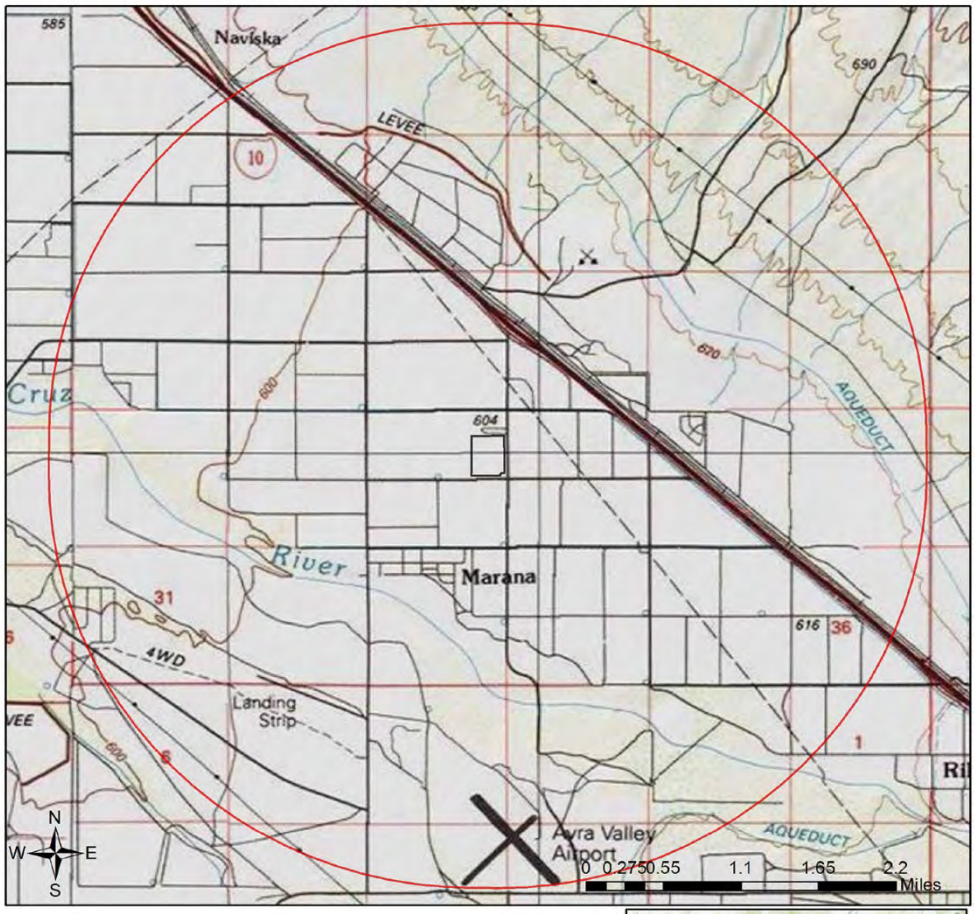
Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-12562

project_report_cypress_gardens_40900_42196.pdf
Review Date: 1/3/2021 01:04:17 PM

Cypress Gardens

USA Topo Basemap With Locator Map



Project Boundary

Buffered Project Boundary

Project Size (acres): 42.99

Lat/Long (DD): 32.4483 / -111.2191

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T11S, R11E

USGS Quad(s): MARANA

Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap



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Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-12562

project_report_cypress_gardens_40900_42196.pdf
Review Date: 1/3/2021 01:04:17 PM

Cypress Gardens

Web Map As Submitted By User



Project Boundary

Buffered Project Boundary

Project Size (acres): 42.99

Lat/Long (DD): 32.4483 / -111.2191

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T11S, R11E

USGS Quad(s): MARANA

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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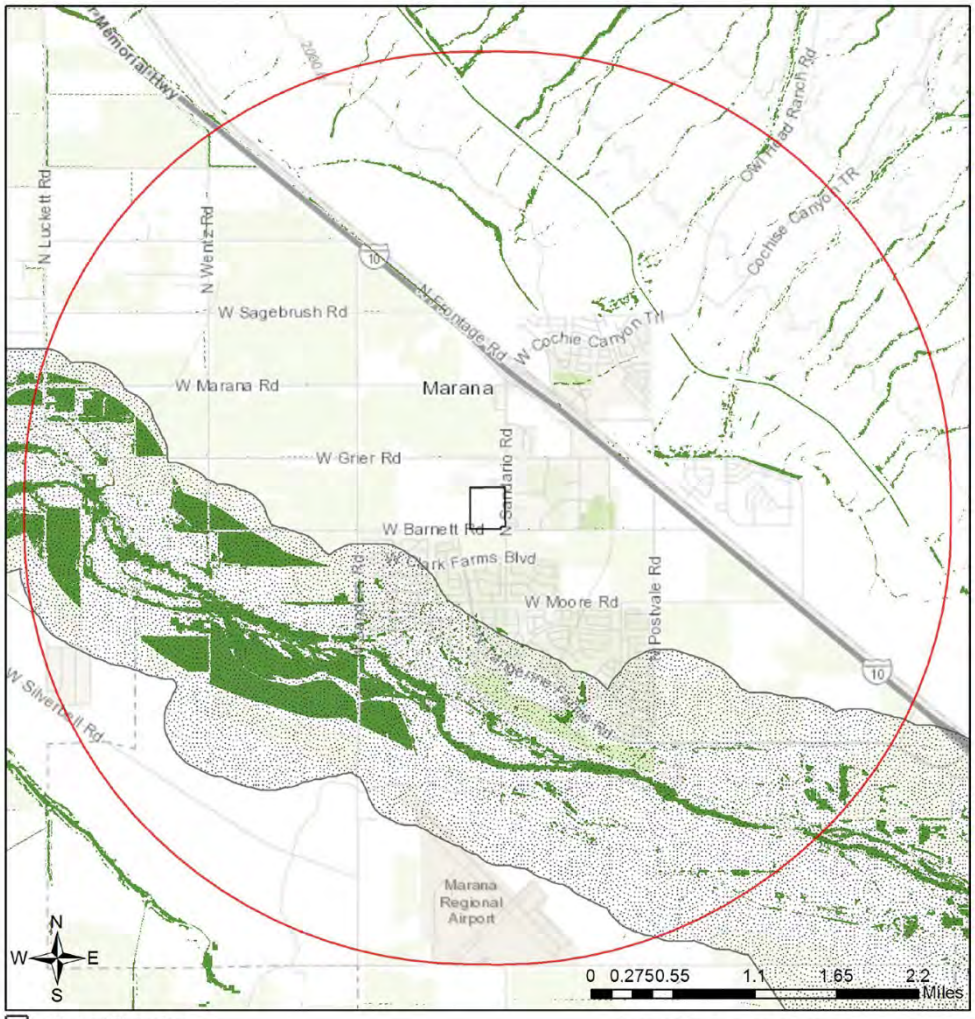
Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-12562

project_report_cypress_gardens_40900_42196.pdf
Review Date: 1/3/2021 01:04:17 PM

Cypress Gardens

Important Areas



- Project Boundary
- Buffered Project Boundary
- Wildlife Connectivity
- Important Connectivity Zones
- Pinal County Riparian
- Critical Habitat
- Important Bird Areas

Project Size (acres): 42.99
Lat/Long (DD): 32.4483 / -111.2191
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T11S, R11E
USGS Quad(s): MARANA

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-12562

project_report_cypress_gardens_40900_42196.pdf
Review Date: 1/3/2021 01:04:17 PM

Cypress Gardens

Township/Ranges and Land Ownership



- Project Boundary
- Buffered Project Boundary
- Township/Ranges

Land Ownership

- AZ Game & Fish Dept.
- BLM
- BOR
- Indian Res.
- Military
- Mixed/Other
- National Park/Mon.
- Private
- State & Regional Parks
- State Trust
- US Forest Service
- Wildlife Area/Refuge

Project Size (acres): 42.99
Lat/Long (DD): 32.4483 / -111.2191
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T11S, R11E
USGS Quad(s): MARANA

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-12562

project_report_cypress_gardens_40900_42196.pdf
Review Date: 1/3/2021 01:04:17 PM

Special Status Species Documented within 3 Miles of Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Aquila chrysaetos	Golden Eagle	BGA		S		1B
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		1B
Chionactis occipitalis klauberi	Tucson Shovel-nosed Snake	SC				1A
Coccyzus americanus	Yellow-billed Cuckoo (Western DPS)	LT	S			1A
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S		1B
Gopherus morafkai	Sonoran Desert Tortoise	C	S	S		1A
Heloderma suspectum	Gila Monster					1A
Sigmodon ochrognathus	Yellow-nosed Cotton Rat	SC				1C

Note: Status code definitions can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/
.

No Special Areas Detected
No special areas were detected within the project vicinity.

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Aix sponsa	Wood Duck					1B
Ammospermophilus harrisii	Harris' Antelope Squirrel					1B
Anaxyrus retiformis	Sonoran Green Toad			S		1B
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		1B
Botaurus lentiginosus	American Bittern					1B
Buteo regalis	Ferruginous Hawk	SC		S		1B
Calypte costae	Costa's Hummingbird					1C
Chilomeniscus stramineus	Variable Sandsnake					1B
Chionactis annulata	Resplendent Shovel-nosed Snake	SC				1C
Cistothorus palustris	Marsh Wren					1C
Colaptes chrysoides	Gilded Flicker			S		1B
Coluber bilineatus	Sonoran Whipsnake					1B
Corynorhinus townsendii pallescens	Pale Townsend's Big-eared Bat	SC	S	S		1B
Crotalus tigris	Tiger Rattlesnake					1B
Dipodomys spectabilis	Banner-tailed Kangaroo Rat			S		1B
Empidonax wrightii	Gray Flycatcher					1C
Euderma maculatum	Spotted Bat	SC	S	S		1B
Eumops perotis californicus	Greater Western Bonneted Bat	SC		S		1B
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S		1B
Gopherus morafkai	Sonoran Desert Tortoise	C	S	S		1A
Haliaeetus leucocephalus	Bald Eagle	SC, BGA	S	S		1A
Heloderma suspectum	Gila Monster					1A

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Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-12562

project_report_cypress_gardens_40900_42196.pdf
Review Date: 1/3/2021 01:04:17 PM

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Incilius alvarius	Sonoran Desert Toad					1B
Kinosternon sonoriense sonoriense	Desert Mud Turtle			S		1B
Lasiurus blossevillii	Western Red Bat		S			1B
Lasiurus xanthinus	Western Yellow Bat		S			1B
Leptonycteris yerbabuenae	Lesser Long-nosed Bat	SC				1A
Lepus alleni	Antelope Jackrabbit					1B
Melanerpes uropygialis	Gila Woodpecker					1B
Melospiza lincolnii	Lincoln's Sparrow					1B
Melozone aberti	Abert's Towhee		S			1B
Micrathene whitneyi	Elf Owl					1C
Micruroides euryxanthus	Sonoran Coralsnake					1B
Myiarchus tyrannulus	Brown-crested Flycatcher					1C
Myotis velifer	Cave Myotis	SC		S		1B
Myotis yumanensis	Yuma Myotis	SC				1B
Nyctinomops femorosaccus	Pocketed Free-tailed Bat					1B
Oreoscoptes montanus	Sage Thrasher					1C
Oreothlypis luciae	Lucy's Warbler					1C
Panthera onca	Jaguar	LE				1A
Passerculus sandwichensis	Savannah Sparrow					1B
Perognathus longimembris	Little Pocket Mouse	No Status				1B
Phrynosoma goodei	Goode's Horned Lizard					1B
Phrynosoma solare	Regal Horned Lizard					1B
Phyllorhynchus browni	Saddled Leaf-nosed Snake					1B
Progne subis hesperia	Desert Purple Martin			S		1B
Setophaga petechia	Yellow Warbler					1B
Sphyrapicus nuchalis	Red-naped Sapsucker					1C
Spizella breweri	Brewer's Sparrow					1C
Sturnella magna	Eastern Meadowlark					1C
Tadarida brasiliensis	Brazilian Free-tailed Bat					1B
Toxostoma lecontei	LeConte's Thrasher			S		1B
Troglodytes pacificus	Pacific Wren					1B
Vireo bellii arizonae	Arizona Bell's Vireo					1B
Vulpes macrotis	Kit Fox	No Status				1B

Species of Economic and Recreation Importance Predicted that Intersect with Project Footprint as Drawn

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Callipepla gambelii	Gambel's Quail					

Page 9 of 12

Exhibit II-E-1: AZGFD Report (cont'd)

Species of Economic and Recreation Importance Predicted that Intersect with Project Footprint as Drawn

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Pecari tajacu	Javelina					
Puma concolor	Mountain Lion					
Zenaida asiatica	White-winged Dove					
Zenaida macroura	Mourning Dove					

Project Type: Development Within Municipalities (Urban Growth), Residential subdivision and associated infrastructure, New construction

Project Type Recommendations:
Fence recommendations will be dependant upon the goals of the fence project and the wildlife species expected to be impacted by the project. General guidelines for ensuring wildlife-friendly fences include: barbless wire on the top and bottom with the maximum fence height 42", minimum height for bottom 16". Modifications to this design may be considered for fencing anticipated to be routinely encountered by elk, bighorn sheep or pronghorn (e.g., Pronghorn fencing would require 18" minimum height on the bottom). Please refer to the Department's Fencing Guidelines located on Wildlife Friendly Guidelines page, which is part of the WIldlife Planning button at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

During the planning stages of your project, please consider the local or regional needs of wildlife in regards to movement, connectivity, and access to habitat needs. Loss of this permeability prevents wildlife from accessing resources, finding mates, reduces gene flow, prevents wildlife from re-colonizing areas where local extirpations may have occurred, and ultimately prevents wildlife from contributing to ecosystem functions, such as pollination, seed dispersal, control of prey numbers, and resistance to invasive species. In many cases, streams and washes provide natural movement corridors for wildlife and should be maintained in their natural state. Uplands also support a large diversity of species, and should be contained within important wildlife movement corridors. In addition, maintaining biodiversity and ecosystem functions can be facilitated through improving designs of structures, fences, roadways, and culverts to promote passage for a variety of wildlife. Guidelines for many of these can be found at: https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

Consider impacts of outdoor lighting on wildlife and develop measures or alternatives that can be taken to increase human safety while minimizing potential impacts to wildlife. Conduct wildlife surveys to determine species within project area, and evaluate proposed activities based on species biology and natural history to determine if artificial lighting may disrupt behavior patterns or habitat use. Use only the minimum amount of light needed for safety. Narrow spectrum bulbs should be used as often as possible to lower the range of species affected by lighting. All lighting should be shielded, canted, or cut to ensure that light reaches only areas needing illumination.

Minimize potential introduction or spread of exotic invasive species. Invasive species can be plants, animals (exotic snails), and other organisms (e.g., microbes), which may cause alteration to ecological functions or compete with or prey upon native species and can cause social impacts (e.g., livestock forage reduction, increase wildfire risk). The terms noxious weed or invasive plants are often used interchangeably. Precautions should be taken to wash all equipment utilized in the project activities before leaving the site. Arizona has noxious weed regulations (Arizona Revised Statutes, Rules R3-4-244 and R3-4-245). See Arizona Department of Agriculture website for restricted plants, https://agriculture.az.gov/. Additionally, the U.S. Department of Agriculture has information regarding pest and invasive plant control methods including: pesticide, herbicide, biological control agents, and mechanical control, https://www.nrcs.usda.gov/wps/portal/nrcs/detailfull/national/water/quality/?cid=stelprdb1044769 The Department regulates the importation, purchasing, and transportation of wildlife and fish (Restricted Live Wildlife), please refer to the hunting regulations for further information https://www.azgfd.com/hunting/regulations.

Exhibit II-E-1: AZGFD Report (cont'd)

The construction or maintenance of water developments should include: incorporation of aspects of the natural environment and the visual resources, maintaining the water for a variety of species, water surface area (e.g., bats require a greater area due to in-flight drinking), accessibility, year-round availability, minimizing potential for water quality problems, frequency of flushing, shading of natural features, regular clean-up of debris, escape ramps, minimizing obstacles, and minimizing accumulation of silt and mud.

Minimization and mitigation of impacts to wildlife and fish species due to changes in water quality, quantity, chemistry, temperature, and alteration to flow regimes (timing, magnitude, duration, and frequency of floods) should be evaluated. Minimize impacts to springs, in-stream flow, and consider irrigation improvements to decrease water use. If dredging is a project component, consider timing of the project in order to minimize impacts to spawning fish and other aquatic species (include spawning seasons), and to reduce spread of exotic invasive species. We recommend early direct coordination with Project Evaluation Program for projects that could impact water resources, wetlands, streams, springs, and/or riparian habitats.

The Department recommends that wildlife surveys are conducted to determine if noise-sensitive species occur within the project area. Avoidance or minimization measures could include conducting project activities outside of breeding seasons.

Based on the project type entered, coordination with State Historic Preservation Office may be required (http://azstateparks.com/SHPO/index.html).

Trenches should be covered or back-filled as soon as possible. Incorporate escape ramps in ditches or fencing along the perimeter to deter small mammals and herptefauna (snakes, lizards, tortoise) from entering ditches.

Communities can actively support the sustainability and mobility of wildlife by incorporating wildlife planning into their regional/comprehensive plans, their regional transportation plans, and their open space/conservation land system programs. An effective approach to wildlife planning begins with the identification of the wildlife resources in need of protection, an assessment of important habitat blocks and connective corridors, and the incorporation of these critical wildlife components into the community plans and programs. Community planners should identify open spaces and habitat blocks that can be maintained in their area, and the necessary connections between those blocks to be preserved or protected. Community planners should also work with State and local transportation planning entities, and planners from other communities, to foster coordination and cooperation in developing compatible development plans to ensure wildlife habitat connectivity. The Department's guidelines for incorporating wildlife considerations into community planning and developments can be found on the Widlife Friendly Guidelines portion of the Wildlife Planning page at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

Design culverts to minimize impacts to channel geometry, or design channel geometry (low flow, overbank, floodplains) and substrates to carry expected discharge using local drainages of appropriate size as templates. Reduce/minimize barriers to allow movement of amphibians or fish (e.g., eliminate falls). Also for terrestrial wildlife, washes and stream corridors often provide important corridors for movement. Overall culvert width, height, and length should be optimized for movement of the greatest number and diversity of species expected to utilize the passage. Culvert designs should consider moisture, light, and noise, while providing clear views at both ends to maximize utilization. For many species, fencing is an important design feature that can be utilized with culverts to funnel wildlife into these areas and minimize the potential for roadway collisions. Guidelines for culvert designs to facilitate wildlife passage can be found on the home page of this application at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

Based on the project type entered, coordination with Arizona Department of Environmental Quality may be required (http://www.azdeq.gov/).

Based on the project type entered, coordination with Arizona Department of Water Resources may be required (https://new.azwater.gov/).

Based on the project type entered, coordination with U.S. Army Corps of Engineers may be required (http://www.usace.army.mil/)

Exhibit II-E-1: AZGFD Report (cont'd)

Based on the project type entered, coordination with County Flood Control district(s) may be required.

Development plans should provide for open natural space for wildlife movement, while also minimizing the potential for wildlife-human interactions through design features. Please contact Project Evaluation Program for more information on living with urban wildlife at PEP@azgfd.gov or at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/ and https://www.azgfd.com/Wildlife/LivingWith.

Vegetation restoration projects (including treatments of invasive or exotic species) should have a completed site-evaluation plan (identifying environmental conditions necessary to re-establish native vegetation), a revegetation plan (species, density, method of establishment), a short and long-term monitoring plan, including adaptive management guidelines to address needs for replacement vegetation.

The Department requests further coordination to provide project/species specific recommendations, please contact Project Evaluation Program directly at PEP@azgfd.gov.

Project Location and/or Species Recommendations:
HDMS records indicate that one or more **Listed, Proposed, or Candidate** species or **Critical Habitat** (Designated or Proposed) have been documented in the vicinity of your project. The Endangered Species Act (ESA) gives the US Fish and Wildlife Service (USFWS) regulatory authority over all federally listed species. Please contact USFWS Ecological Services Offices at http://www.fws.gov/southwest/es/arizona/ or:

Phoenix Main Office
9828 North 31st Avenue #C3
Phoenix, AZ 85051-2517
Phone: 602-242-0210
Fax: 602-242-2513

Tucson Sub-Office
201 N. Bonita Suite 141
Tucson, AZ 85745
Phone: 520-670-6144
Fax: 520-670-6155

Flagstaff Sub-Office
SW Forest Science Complex
2500 S. Pine Knoll Dr.
Flagstaff, AZ 86001
Phone: 928-556-2157
Fax: 928-556-2121

HDMS records indicate that **Western Burrowing Owls** have been documented within the vicinity of your project area. Please review the western burrowing owl resource page at: https://www.azgfd.com/wildlife/speciesofgreatestconservneed/burrowingowlmanagement/.

HDMS records indicate that **Sonoran Desert Tortoise** have been documented within the vicinity of your project area. Please review the Tortoise Handling Guidelines found at: https://www.azgfd.com/wildlife/nongamemanagement/tortoise/

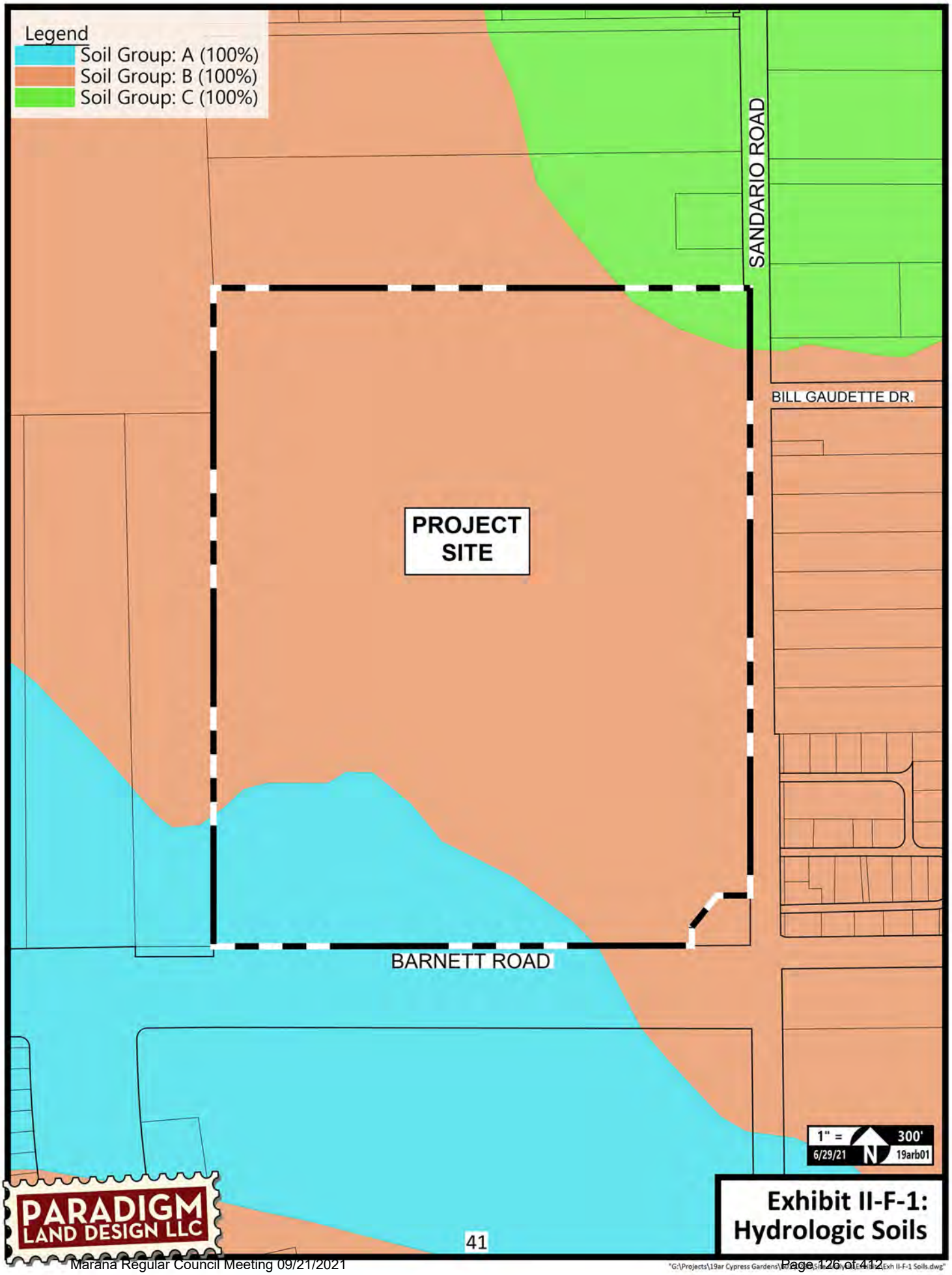
F. SOILS AND GEOLOGY

1. Soils

   Soils in the vicinity of this development are classified by the U.S. Natural Resources Conservation Service (NRCS) as 100% "Soil Group A" hydrologic soil group (Vinton-anthony sandy loam), 100% "Soil Group B" hydrologic soil group (Agua very fine sandy loam and Gila loam, 0 to 1 percent slopes), and 100% "Soil Group C" (Grabe silty clay loam). Detailed geotechnical investigation will be performed prior to development. See Exhibit II-F-1: Hydrologic Soils.

2. Geology

   Cypress Gardens lies within the Santa Cruz River basin valley. According to the Arizona Geological Survey's online Geologic Map of Arizona (data.azgs.az.gov/geologic-map-of-arizona/) the subject property's geology is described as "Quaternary Surficial deposits, undivided (0-2 Ma): Unconsolidated to strongly consolidated alluvial and eolian deposits. This unit includes coarse, poorly sorted alluvial fan and terrace deposits on middle and upper piedmonts and along large drainages; sand, silt and clay on alluvial plains and playas; and wind-blown sand deposits."


Legend
Soil Group: A (100%)
Soil Group: B (100%)
Soil Group: C (100%)
SANDARIO ROAD
BILL GAUDETTE DR.
PROJECT SITE
BARNETT ROAD
1" = 300'
6/29/21
N
19arb01
PARADIGM LAND DESIGN LLC
41
Exhibit II-F-1: Hydrologic Soils

G. VIEWSHEDS

1. Viewsheds from Adjacent Properties

   Primary views from the site are of the Tortolita Mountains and Catalina Mountains to the east, and the Tucson Mountains to the south. Due to the extremely flat nature of the site and the surrounding areas and the distances to these mountains, these views are minimal. Development of Cypress Gardens will not block these views for the existing homes in the area. See Exhibit II-G-1: Viewsheds and Exhibit II-G-2: Viewshed Photographs.

View Toward the Tortolita Mountains From South End of the Property



2. Views which may be Blocked by the Proposed Development

   None.

3. Site Visibility

   Due to the lack of existing vegetation and the relatively even and flat nature of the topography, views into the subject property are excellent and have no sight restrictions across the entire property.

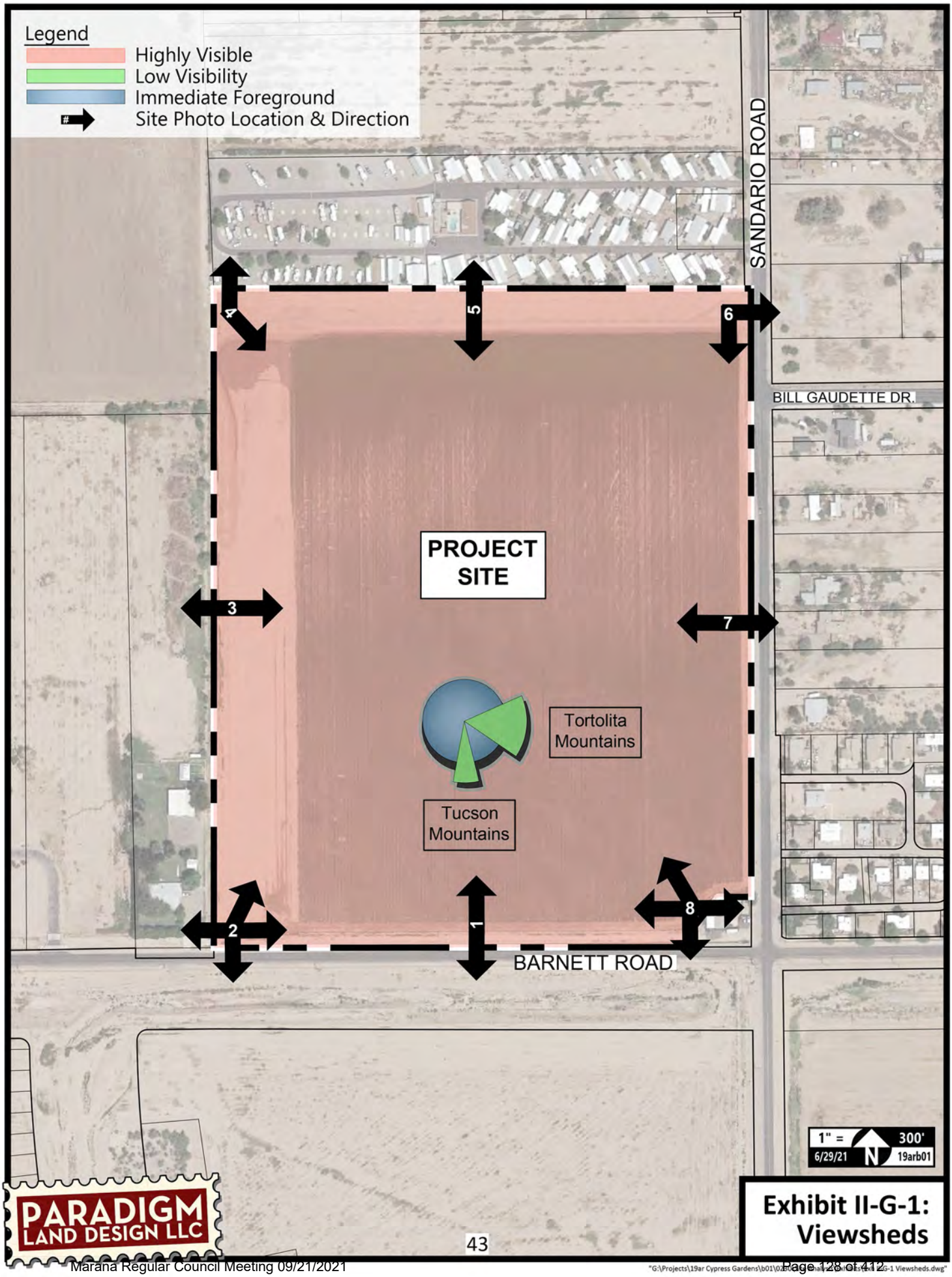

Legend
Highly Visible
Low Visibility
Immediate Foreground
Site Photo Location & Direction
SANDARIO ROAD
BILL GAUDETTE DR.
PROJECT SITE
Tortolita Mountains
Tucson Mountains
BARNETT ROAD
1
2
3
4
5
6
7
8
1" = 300'
6/29/21
N
19arb01
PARADIGM LAND DESIGN LLC
Exhibit II-G-1: Viewsheds

Exhibit II-G-2: Viewshed Photographs

Photo Location #1: Looking North across the Property



Photo Location #1: Looking South from the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #2: Looking Northeast across the Property



Photo Location #2: Looking East along the Southern Boundary



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #2: Looking West from the Property



Photo Location #2: Looking South from the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #3: Looking East across the Property



Photo Location #3: Looking West from the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #4: Looking Southeast across the Property



Photo Location #4: Looking North from the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #5: Looking South across the Property



Photo Location #5: Looking North from the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #6: Looking South along Sandario Road



Photo Location #6: Looking East from the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #7: Looking West across the Property



Photo Location #7: Looking East from the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #8: Looking South from the Property



Photo Location #8: Looking East from the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #8: Looking Northwest across the Property



Photo Location #8: Looking West across the Property

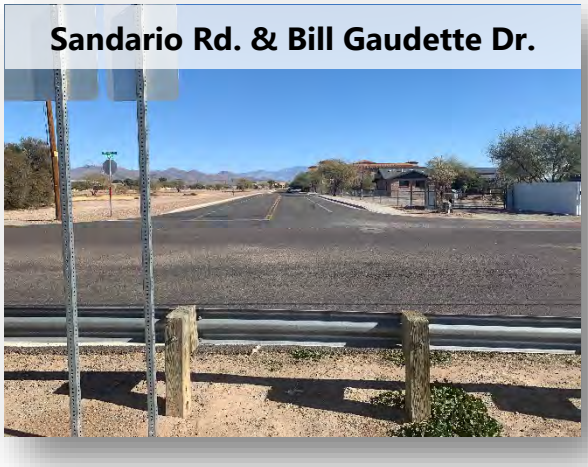


H. TRAFFIC

The Property is within a developing area of Marana, so nearby trunk roadway infrastructure has been getting built in phases over the years as various developments have been constructed. This project, in fact, will contribute its fair share to the regional roadway network by constructing approximately one-quarter mile of Bill Gaudette Drive, terminating at the Property's western edge where it will eventually be extended further when the Las Pilas Specific Plan develops. Vehicular access in the area is generally uncomplicated and existing traffic volumes are relatively low. Access to the Property is only available via Sandario Road (and the Project's extension of Bill Gaudette Drive) because Barnett Road, which forms the Property's southern boundary, is planned to be abandoned by the Town of Marana in the future.

The original rezoning of the Property in 2001 included a restriction that no vehicular access should be available to Sandario Road within 700 feet of Barnett Road. This restriction is being honored as part of this rezoning request.

The "Cypress Green Gardens Traffic Impact Analysis" by M Esparza Engineering LLC, dated 6/17/2021 has been submitted as a standalone report and provides additional details about the existing roadway system in the project vicinity.



1. Existing / Proposed Offsite Streets between the Development and Nearest Arterial Streets

   None. The site is adjacent to Barnett Road and Sandario Road, both of which are collector streets. The 2045 P.A.G. Regional Mobility and Accessibility Plan proposes to widen Marana Road to a 4-lane roadway, with multi-use lanes and sidewalks from Trico Road to Interstate-10. It also proposes to widen Moore Road to a 4-lane divided roadway with bike lanes and sidewalks from Sanders Road to Adonis Road. Both projects are within a mile of Cypress Gardens, and the existing arterial roadway system has ample capacity to support this project.

2. Nearby Arterial Intersections

   The three existing arterial intersections within a mile of the of the site that will carry traffic generated by this development are Marana Road / Sandario Road / Interstate-10, Moore Road / Sanders Road, and Moore Road / Tangerine Farms Road. All three are unsignalized.

3. Nearby Arterial Streets

All the traffic generated by this project will be accommodated by Sandario Road and Barnett Road. In the future, Tangerine Farms Road will be extended further north from its current terminus at Clark Farms Boulevard. That construction will presumably include a roughly 200-foot westward extension of Bill Gaudette Road from the Property to Tangerine Farms Road. Once that connection is made, future residents of this Project will have more immediate access to Tangerine Farms Road, which is a regional arterial roadway. See Exhibit II-H-1: Roadway Network.

Roadway Name	Planned Right-of-Way Width	Exist. Lanes	Median Type	Speed Limit	General Plan Designation
Barnett Road	60'+	2	None	35 mph	Other Existing Main Road
Clark Farms Boulevard	90'	3	None	40 mph	Collector
Grier Road (East of Future Tangerine Farms Rd.)	90'	2	None	35 mph	Collector
Grier Road (West of Future Tangerine Farms Rd.)	150'	2	None	35 mph	Arterial
Sandario Road	90'	2	None	35 mph	Collector
Moore Road	250'	2	None	35 mph	Arterial
Sanders Road	250'	2	None	45 mph	Arterial
Tangerine Farms Road (Future)	250'+	4	Raised	45 mph	Arterial
Interstate 10	Varies	6	Depressed	75 mph	Interstate

4. Nearby Bicycle / Pedestrian Ways

There are no dedicated pedestrian or bicycle facilities nearby. In the future, Tangerine Farms Road will include such facilities approximately 200 feet west of the Property.



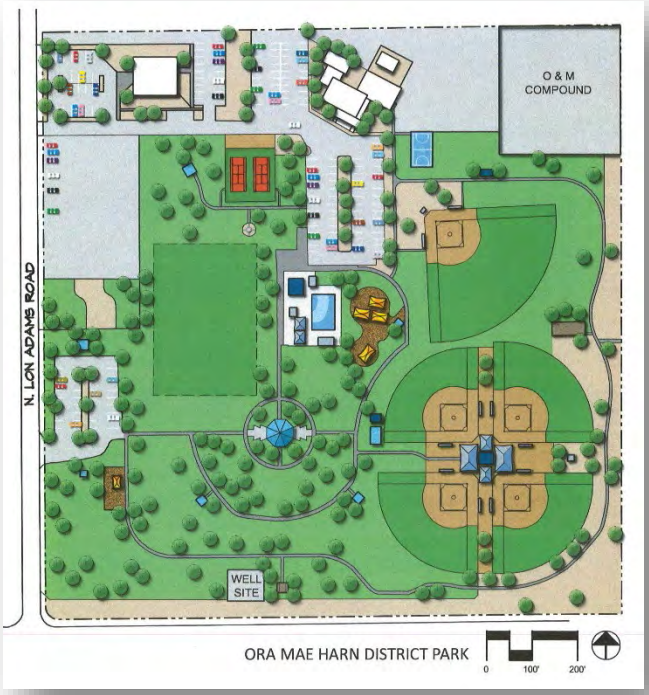
PARADIGM LAND DESIGN LLC

Exhibit II-H-1: Roadway Network

"G:\Projects\19ar Cypress Gardens\b01\0230\Exhibits\Exhibit II-H-1 Road Network.dwg"

I. RECREATION AND TRAILS

The Ora Mae Harn District Park is just half a mile to the east and is easily accessible from Cypress Gardens via Barnett Road. This public park features an adult softball field, basketball court, a lighted multi-purpose/soccer field, several ramadas with grills, open space grass areas, pickleball courts, a tennis court, a community center and pool with patios and restrooms, two playground areas, youth baseball and softball fields, and walking paths.



The Marana Heritage River Park is just over a mile south of Cypress Gardens and will be easily accessible via Tangerine Farms Road once it is connected to Barnett Road. This public park features a pavilion with a grill, paved multi-use path system that provides access to the Juan Bautista de Anza National Historic Trail and the Santa Crus River Park Shared Use Path, restrooms, and 40 community garden plots. The Gladden Farms Community Park is approximately a mile and a half to the southeast of Cypress Gardens. This public park features a splash pad, two little league fields, a soccer/multi-use field, ramada with a grill and picnic area, playground, restrooms, and access to the Santa Cruz River Park Shared Use Path. The San Lucas Community Park is approximately one mile to the northeast of Cypress Gardens. It is located north of Interstate-10, so pedestrian connectivity is very limited.

The paved multi-use path along Tangerine Farms Road provides pedestrian connectivity to the Town's broader trail system.

See Exhibit II-I-1: Trails, Parks & Recreation.


Legend
Multi-Use Path
MARANA ROAD
McKENZIE RANCH ROAD
San Lucas Community Park
INTERSTATE 10
ONE MILE
GRIER ROAD
SANDARIO ROAD
MARANA MAIN ST.
CIVIC CENTER DR.
Town of Marana
ON ADAMS ROAD
SANDERS ROAD
PROJECT SITE
BARNETT ROAD
Ora Mae Harn Park
(FUTURE)
FARMS BLVD
CLARK
TANGERINE FARMS ROAD
MOORE ROAD
Santa Cruz River Park Trailhead
Santa Cruz River Park Trailhead
Marana Heritage River Park
Santa Cruz River Park Trailhead
Santa Cruz River
1" = 1/3 Mi
6/29/21
N
19arb01
PARADIGM LAND DESIGN LLC
Exhibit II-I-1:
Trails, Parks & Recreation

J. CULTURAL, ARCHAEOLOGICAL, AND HISTORIC RESOURCES

1. Onsite Resources

   No cultural resources are known to exist on the subject property. If any are found during construction, State and local antiquities laws and protocols will be followed.

2. Archaeological Records

   The Cypress Gardens property was surveyed for cultural resources by PAST in 2013. Nothing of significance was found and so it was determined that the development of this parcel could proceed within any further work.

K. EXISTING INFRASTRUCTURE AND PUBLIC FACILITIES

1. Sewer

   Cypress Gardens is within the Marana Wastewater service area. It will connect to the existing sewer system in Sandario Road. No septic systems are believed to be within 100 feet of the subject property. See Exhibit II-K-1: Existing Wells & Septic Systems.

2. Water

   This project is within the Marana Water service area. No public or private wells area believed to exist within 100' of the site. See Exhibit II-K-1: Existing Wells & Septic Systems.

3. Natural Gas

   The property is located within the Southwest Gas service area.

4. Electric

   The property is located within the Tucson Electric Power service area. Overhead electric (poles) exist along the south side of Barnett Road and the west side of Sandario Road.

5. Fire Service

   The property is within the Northwest Fire District. Station 36 is just over one-quarter mile east of the site and is easily accessible via Bill Gaudette Drive and Marana Main Street.

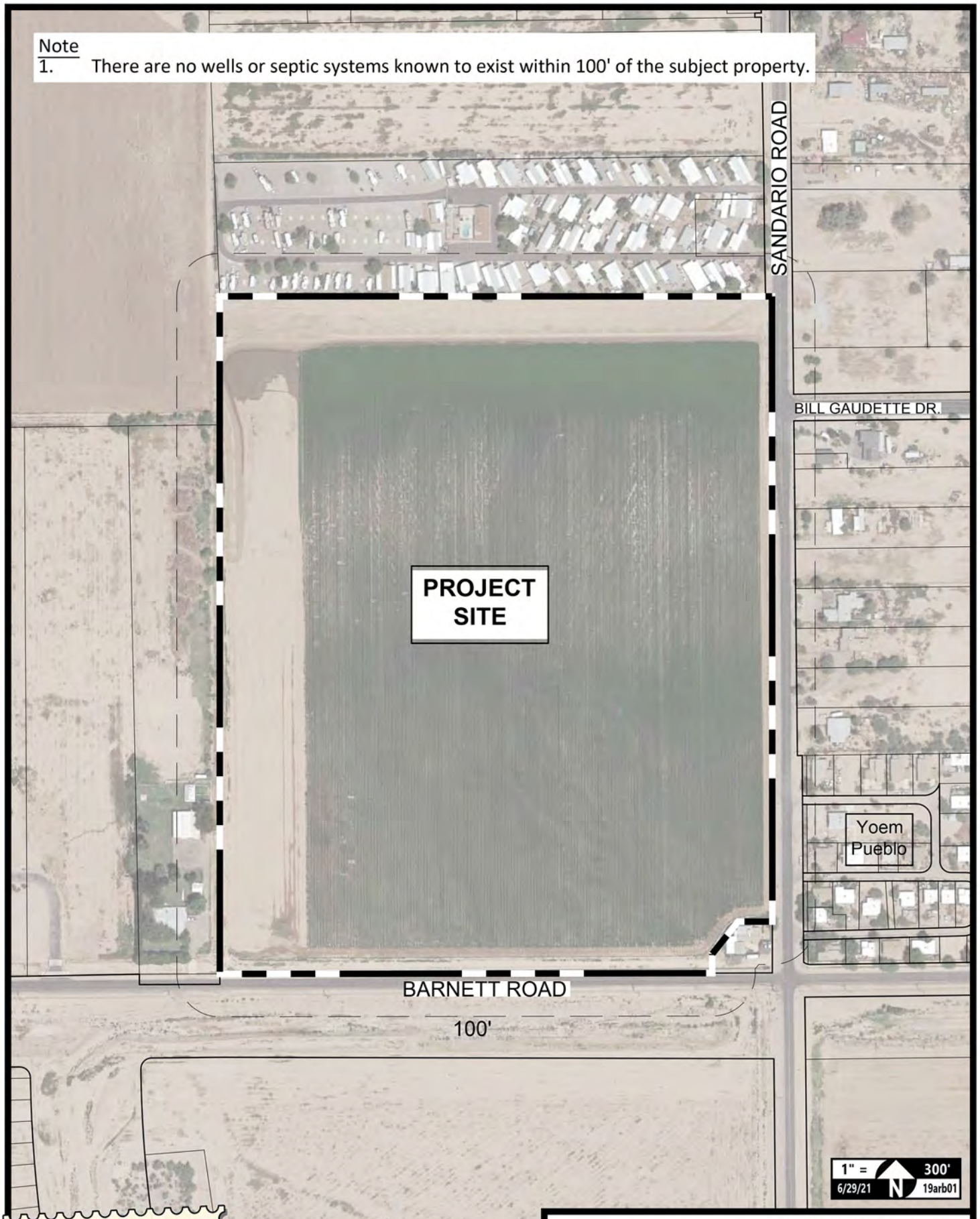
6. Police Service

   The property is located within the Town of Marana Police service area. The Main Station is located just under a half mile east of the site and is easily accessible via Bill Gaudette Drive, Marana Main Street and then Civic Center Drive.

7. CMID

   Two irrigation canals exist onsite along the Property's southern boundary. The southernmost canal is within a 25' CMID easement and will be undergrounded as part of this project. The northern canal is a private canal just serving the onsite farming operation, so it will be removed from service upon development of the Property.





PARADIGM LAND DESIGN LLC

61

Exhibit II-K-1: Existing Wells & Septic Systems

"G:\Projects\19ar Cypress Gardens\b01\0230\Site Plan\[19arb01 Exhibit II-K-1 Wells and Septic.dwg"

L. McHarg Composite Map Discussion

1. Physical Constraints

   Being a farm field with adequately deep sanitary sewer connections available nearby, the Property's flat topography doesn't present a development constraint. Previous and ongoing agricultural activities onsite have also minimized potential impacts to native flora and fauna.

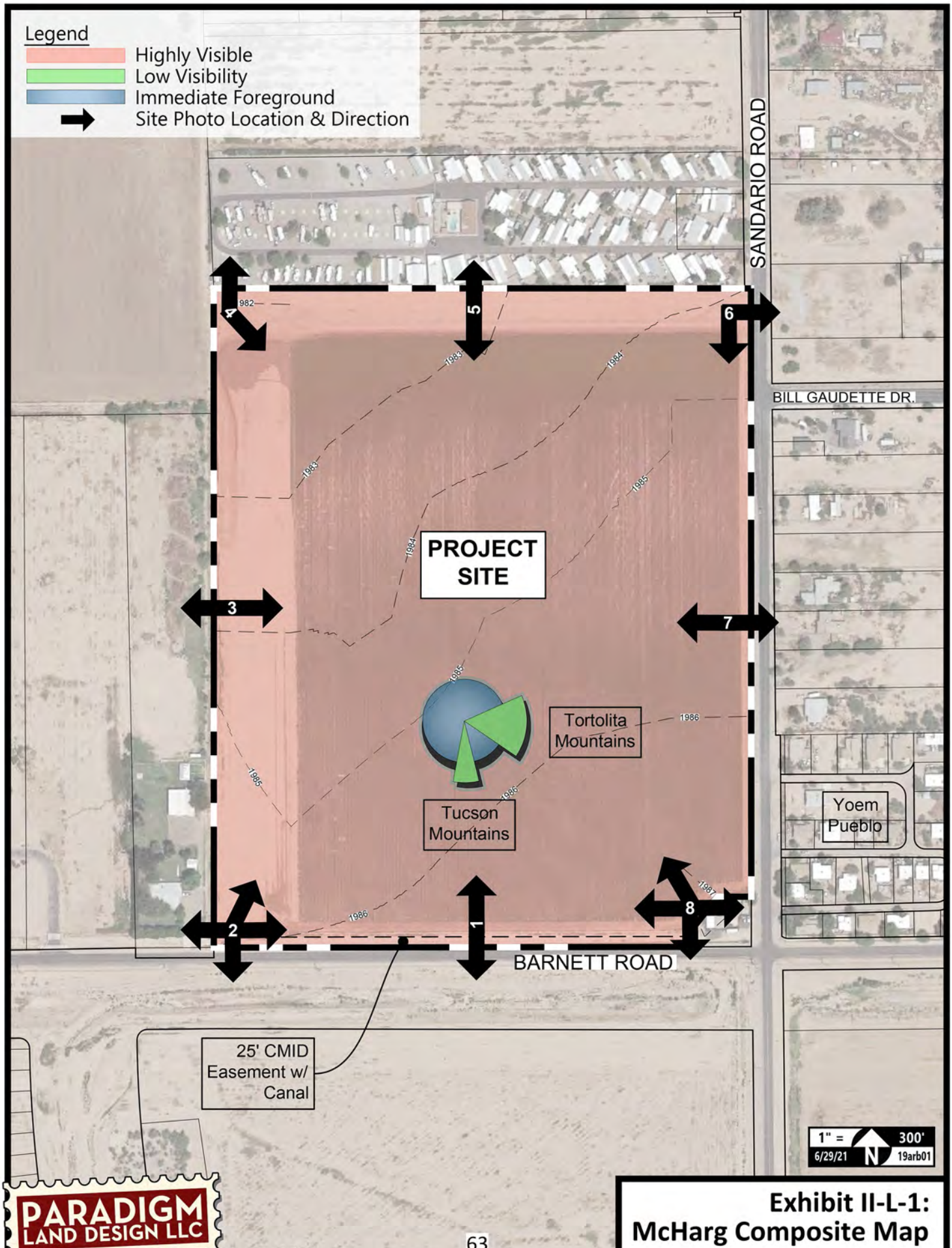
   Other utilities are also conveniently available to serve development of the Property.

   Viewsheds of nearby landowners do not present a constraint due to the very flat nature of the vicinity coupled with the relative lack of significant vistas.

   Two irrigation canals exist onsite along the Property's southern boundary, both of which intercept stormwater flowing north across Barnett Road. The southernmost canal is within a 25' CMID easement and will be undergrounded as part of this project. The northern canal is a private canal just serving the onsite farming operation, so it will be removed from service upon development of the Property.

2. Sociocultural Constraints

   The Pascua Yaqui Yoem Pueblo subdivision is across Sandario Road from the Property. The Yoem Pueblo property has been occupied with houses and other buildings for many years. Minimizing impacts to the Yoem Pueblo residents and the ceremonial activities that occur onsite were cause for several additional buffering requirements in previous zoning actions. Those buffering requirements will be honored as part of this rezoning proposal.


Legend
Highly Visible
Low Visibility
Immediate Foreground
Site Photo Location & Direction
SANDARIO ROAD
BILL GAUDETTE DR.
PROJECT SITE
Tortolita Mountains
Tucson Mountains
Yoem Pueblo
BARNETT ROAD
25' CMID Easement w/ Canal
1" = 300'
6/29/21
N
19arb01
PARADIGM LAND DESIGN LLC
Exhibit II-L-1:
McHarg Composite Map

III. LAND USE PROPOSAL

A. PURPOSE & INTENT

This section describes how the development responds to the opportunities and constraints described in the Inventory & Analysis section of this document, along with the Town of Marana Land Development Code. As evidenced by the site plan, this proposed rezoning has been crafted after careful and responsive consideration of the site's context.

B. RELATIONSHIP TO TOWN OF MARANA ADOPTED PLANS

The Make Marana 2040 General Plan designates this property as Traditional Neighborhood, which permits a wide range of densities: 2-18 homes per acre. Other projects in the area have densities within this range (See Table Below). Responsible utilization of significant public investment in current and future roadway and utility infrastructure projects in the vicinity of this site suggests development of the property should be in conformance with this residential density range.

Nearby Subdivisions with Similar Lot Sizes

Subdivision	Minimum Lot Size
SC Ranch	40' x 110'
Gladden Farms Blks. 36 & 40	40' x 120'
Rancho Marana Blk. 3	40' x 122'
Gladden Farms Blk. 27	45' x 120'
Gladden Farms Blks. 36 & 40	45' x 120'

The Town of Marana Strategic Plan calls for new developments and neighborhoods to create areas with meaningful open space, trail connectivity, and active recreation areas. Cypress Gardens will fulfill all these requirements and will also adhere to the Town's recreational design standards that were recently approved by Town Council.

C. COMPATIBILITY TO ADJOINING DEVELOPMENT

This property's location adjacent to two major roads minimizes the potential for this development to impact nearby landowners. Rear yard walls and landscape buffers will be provided along these boundaries to alleviate any additional impacts to the existing residence at the northwest corner Sandario and Barnett Roads. Along the northern edge of this property, adjacent to the Valley of the Sun Mobile Home & RV Park, a block wall will be provided along the future extension of Bill Gaudette Drive where the right-of-way is adjacent to the property line. This area will also include open space that will be utilized as a recreation area and for stormwater management, creating a wide-open space buffer. The western boundary of the property is adjacent to a single-family residence. A block wall and landscape buffer will be provided along this property edge to minimize impacts to the single residence. The Pascua Yaqui Yoem Pueblo subdivision is across Sandario Road from the Property. The Yoem Pueblo across Sandario from the Property has been occupied with houses and other buildings for many years. Minimizing impacts to the Yoem Pueblo residents and

the ceremonial activities that occur onsite were cause for several additional buffering requirements in previous zoning actions (See Section II.A.). Those buffering requirements will be honored as part of this rezoning proposal. Cypress Gardens has a proposed density of 4.7 homes per acre, which is in line with other rezonings approved in the project vicinity.

D. LAND USE PROPOSAL

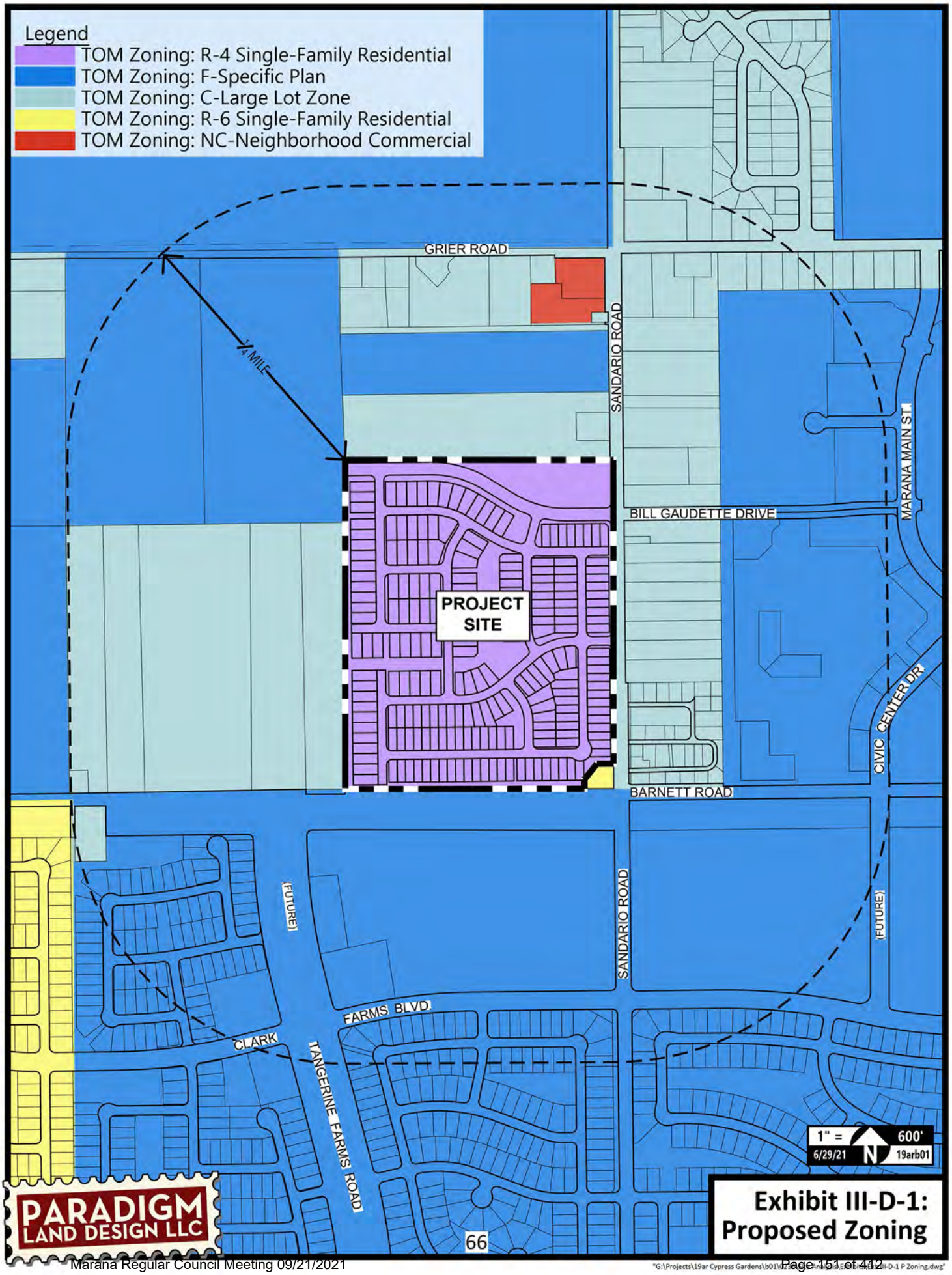
In response to continuing strong demand for smaller lots in this part of Marana Cypress Gardens is proposed to be rezoned from R-6 Residential to R-4 Residential. This will allow more efficient use of the land, which is currently agricultural, and surrounding infrastructure. A parallel goal is to maintain or increase compatibility with neighboring properties, resulting in a better all-around development on this Property that is only a quarter mile from the Marana Civic Center Complex.

Cypress Gardens' proposed average minimum lot size of approximately 5,000 square feet is designed to blend with previously approved nearby rezonings and existing neighbors. The recently adopted R-4 zoning development standards will be utilized. Homes built in Cypress Gardens will be a mix of single- and two-story, in accordance with Marana residential development guidelines. Sandario Road, with a varying right-of-way width of up to 90 feet, and Barnett Road, with a varying right-of-way width of up to 225 feet (including the channel/basin area), act as significant buffers along half of the project perimeter, and additional mitigation measures are planned as described in the preceding section.

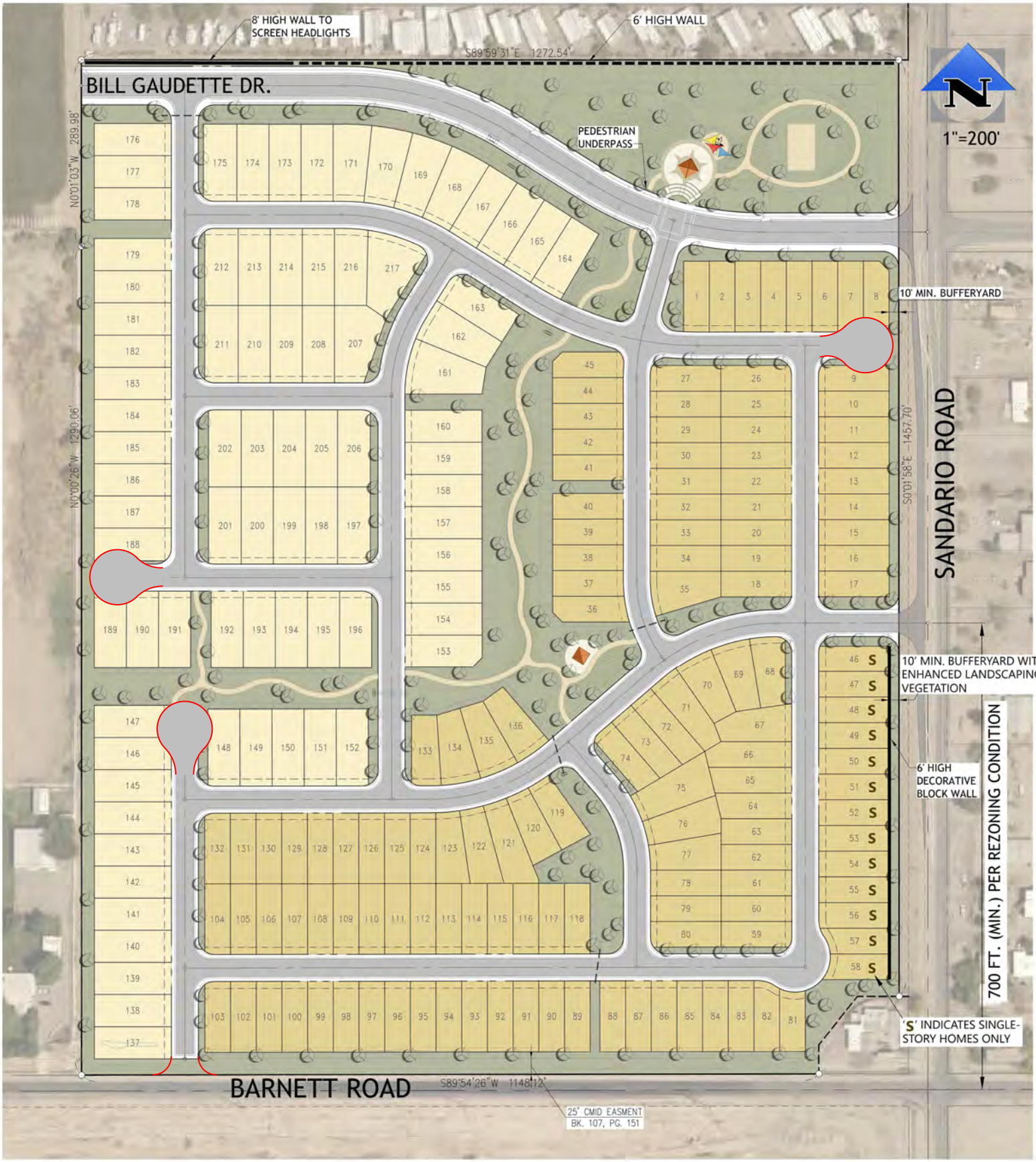
The Property's overall size of roughly 46 acres and its rectangular shape of approximately 1,290 feet by 1,580 feet makes visual and physical access to recreational amenities a key design consideration. Central open space corridors with decomposed granite walking paths will allow residents to traverse the open space areas between two recreation areas within the development. The smaller of the two recreation areas is proposed in the central portion of the project and will include a ramada and seating. The larger recreation area is proposed in the northern portion of the project within the drainage basin, and will include a small activity field, ramada, and play structure. The basin has been designed so that most of the amenities will not be inundated except in the largest of storms. Sidewalks throughout the project provide strong pedestrian connectivity from all homes to the onsite open spaces and also to the surrounding roadway system.

Cypress Gardens will have minimal impact to traffic, drainage, wildlife, and other typical effects of development. If entry signage is desired by the home builder, it will be installed at the project entries on Sandario Road and Bill Gaudette Drive. The design and dimensions of such signage will be determined during the platting phase.

Please see Exhibit III-D-2: Preliminary Development Plan (PDP).



"G:\Projects\19ar Cypress Gardens\b01\d2\Annexation\Exhibit III-D-1 P Zoning.dwg"



MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA

IN COLLABORATION WITH:
PARADIGM LAND DESIGN LLC

YIELD SUMMARY:
- 40'x110' LOTS (136 TOTAL)
- 50'x120' LOTS (81 TOTAL)

217 TOTAL LOTS

CYPRESS GARDENS

LOTS 1-217

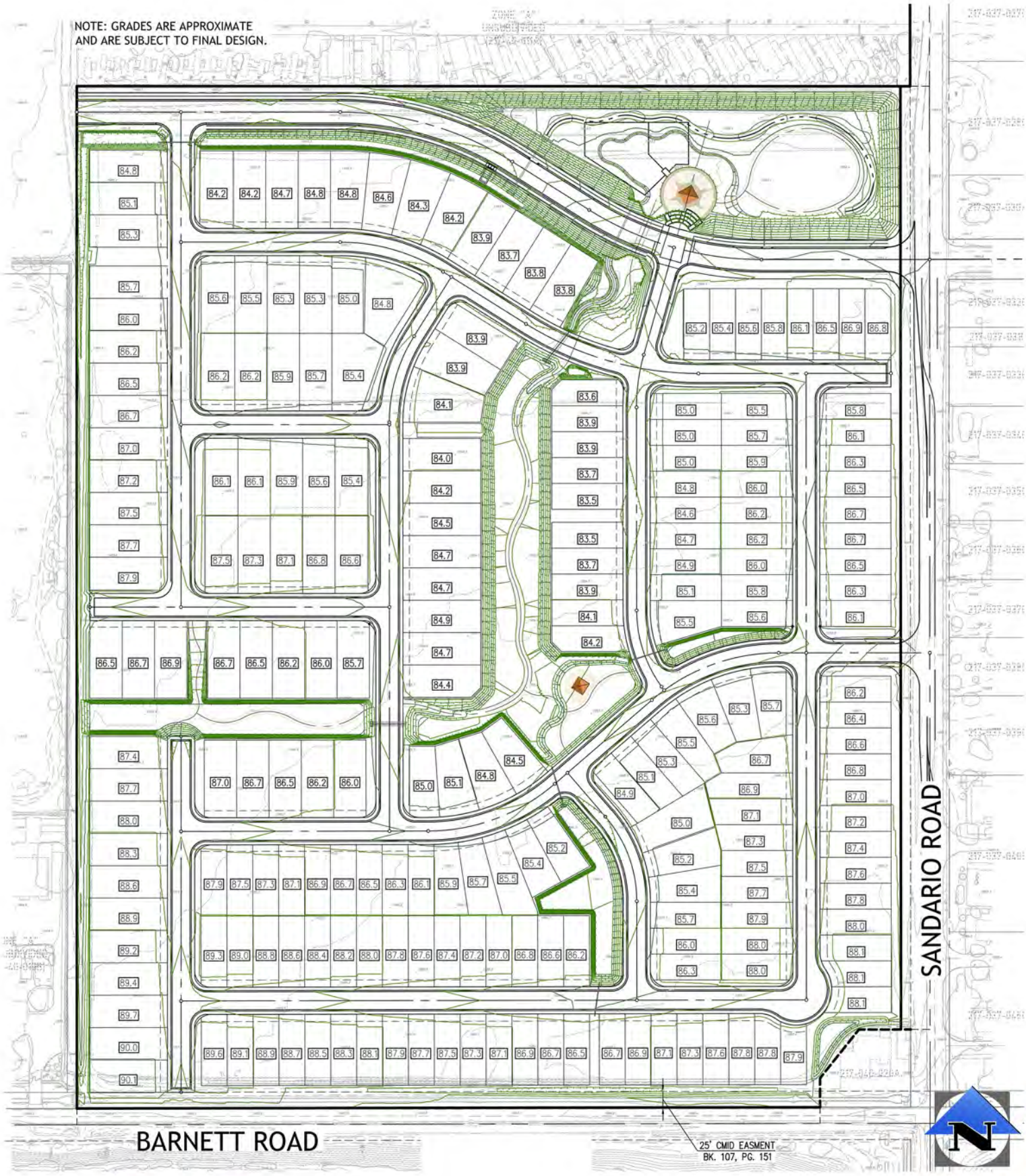
MARANA * ARIZONA

EXHIBIT III-D-2: PRELIMINARY DEVELOPMENT PLAN

E. GRADING CONCEPT

Because this site has historically been used for agricultural purposes, the site has been mass graded for decades. The site will be mass graded so improvements within this project can be located at or near existing grade, subject to drainage requirements, subject to drainage requirements. The Project may need imported fill dirt to maintain minimum sanitary sewer gravity slopes.

See Exhibit III-E-1: Preliminary Grading Plan.



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

CYPRESS GARDENS

LOTS 1-217

MARANA * ARIZONA

EXHIBIT III-E-1:
PRELIMINARY GRADING PLAN

F. POST-DEVELOPMENT HYDROLOGY

Cypress Gardens, as currently planned, will be designed to store runoff from the 100-year rainfall/runoff event followed by a 10-year event per the Northwest Marana Drainage Policy. As previously mentioned, no runoff from offsite sources is anticipated to affect the site. Runoff due to rainfall over this subdivision will be managed in the subdivision streets, channels, and basins. The streets will accept runoff from the lots and convey that runoff towards scuppers and spillways that will direct that runoff into the onsite channels and stormwater disposal basins. The runoff storage depth in those onsite basins is not anticipated to exceed 2.5-feet as upper basins flow into lower basins via the onsite stormwater management systems. Onsite basins are to be sized to accept the runoff volume due to the 100-year event plus the 10-year event less the reduction credit associated with infiltration that occurs during a 24-hour period between storm events. Stored runoff is to be disposed of within 36-hours after the 10-year event is over. In addition to the infiltration through the onsite basin floors, Dry Wells and Exfiltration Trenches within the onsite basins are being considered for stormwater disposal. Runoff will approach the large onsite basin north of Bill Gaudette Drive via culverts/passageway beneath that road. An overflow weir is to be located at the downstream corner of that large basin per the Northwest Marana Drainage Policy.

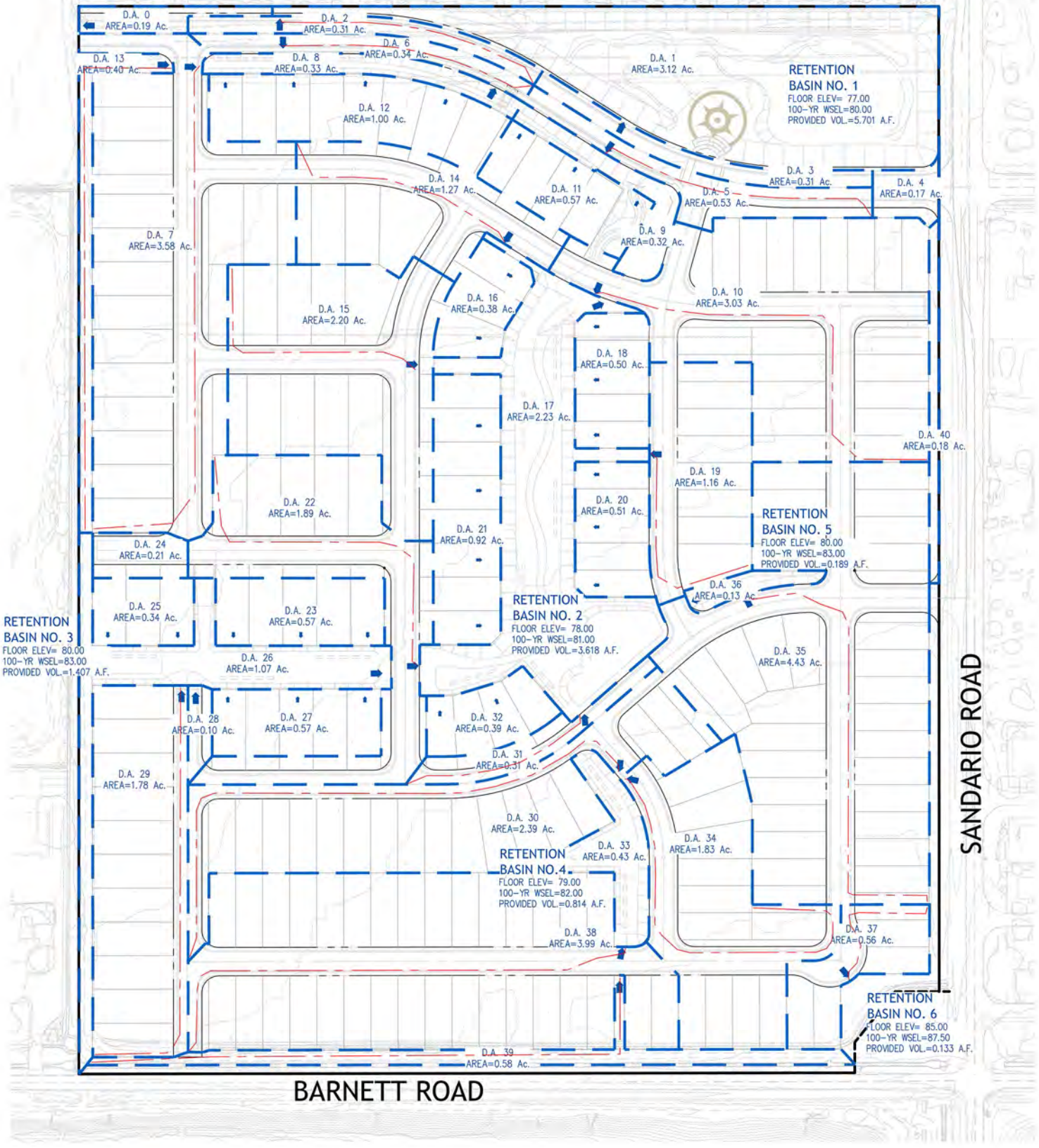
Onsite drainage patterns will be modified from the northwesterly draining cultivated field to store runoff within the interior of the subdivision. Under developed conditions, drainage will continue to drain northwesterly to the large basin at the northern portion of the site which will have an overflow provision to the northwest consistent with the existing drainage patterns of this cultivated field.

No drainage Impacts upstream or downstream are anticipated with the design of the stormwater management systems shown on these Cypress Gardens plans.

The small portion of the site in FEMA Zone AO-1 lies north of the Gaudette Road alignment and will be used for stormwater management.

All building pads will be designed to be a minimum of 1 foot above adjacent 100-year flood elevations.

See Exhibit III-F-1: Post-Development Hydrology.



MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON

CYPRESS GARDENS

LOTS 1-217

MARANA * ARIZONA

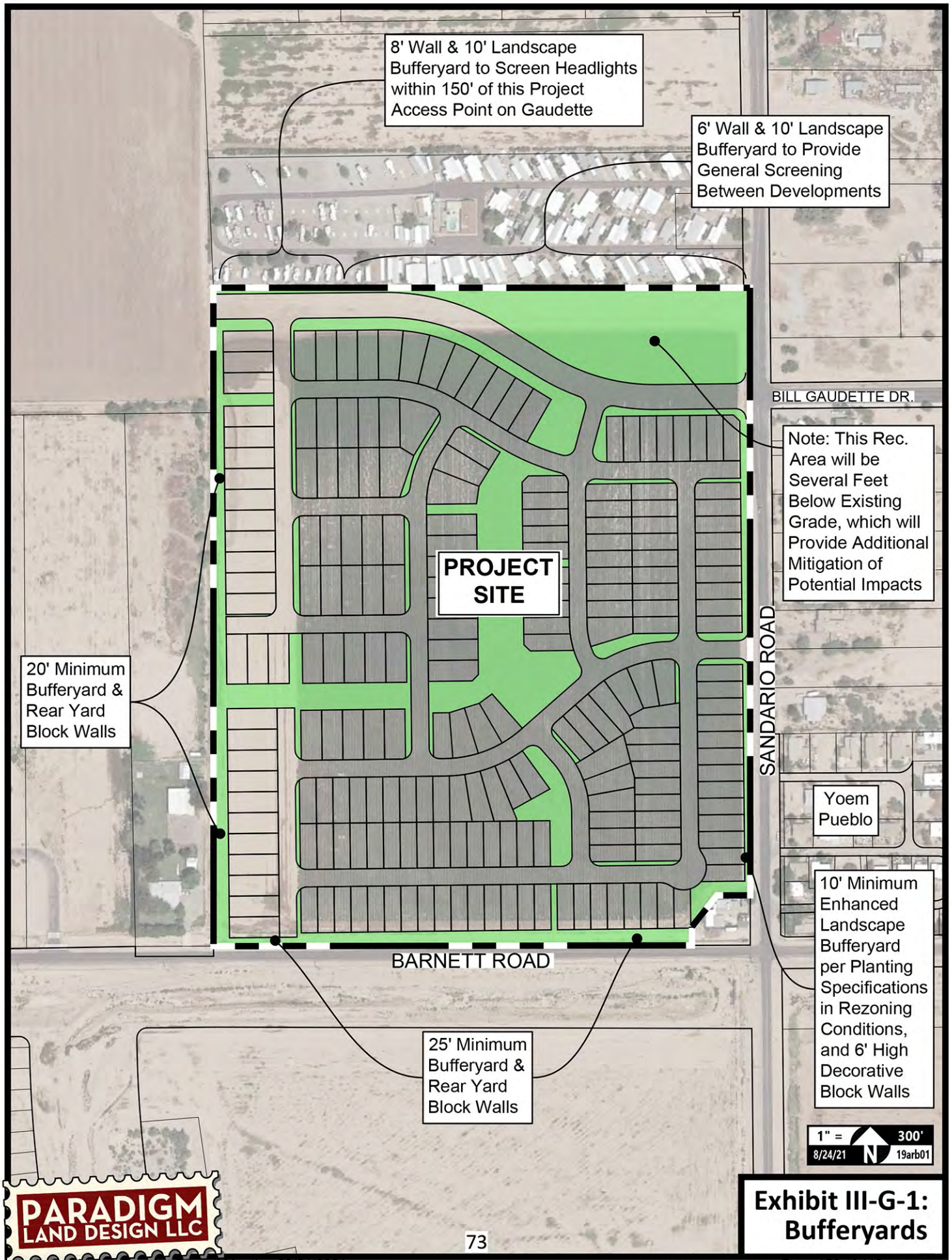
EXHIBIT III-F-1:
POST DEVELOPMENT HYDROLOGY

G. VEGETATION & LANDSCAPING

The Marana Land Development Code, Environmental Resource Preservation, Native Plant and Landscape Requirements, allows for this type of subdivision development. Being a farm field, Cypress Gardens has no existing native vegetation anywhere on site. Native plants will be reintroduced throughout the subdivision and open space areas to help blend this new subdivision with the surrounding land uses and minimize the heat island effect. Native plants are drought tolerant and uniquely suited for the local climate, and further meet the primary objective of development a sustainable and environmentally sensitive residential community.

Open space is primarily located along northern boundary of the property and connected to the southern boundary via a central open space corridors with walking paths. Landscaping will be installed throughout the open spaces and around the perimeter of the property to meet Marana's perimeter landscape bufferyard standards. Of special note are the requirements from previous zoning actions to provide additional buffering near the Yoem Pueblo, specifically to provide a 6' high decorative block wall and additional landscaping along Sandario Road (See Section II.A.). These previous buffering commitments have been carried forward and honored in this current development proposal. All installed landscaping will be drought tolerant per Marana guidelines. A landscape plan will be submitted at the time of plat review.

See Exhibit III-G-1: Bufferyards.


8' Wall & 10' Landscape Bufferyard to Screen Headlights within 150' of this Project Access Point on Gaudette
6' Wall & 10' Landscape Bufferyard to Provide General Screening Between Developments
BILL GAUDETTE DR.
Note: This Rec. Area will be Several Feet Below Existing Grade, which will Provide Additional Mitigation of Potential Impacts
PROJECT SITE
SANDARIO ROAD
20' Minimum Bufferyard & Rear Yard Block Walls
Yoem Pueblo
10' Minimum Enhanced Landscape Bufferyard per Planting Specifications in Rezoning Conditions, and 6' High Decorative Block Walls
BARNETT ROAD
25' Minimum Bufferyard & Rear Yard Block Walls
1" = 300'
8/24/21
N
19arb01
PARADIGM LAND DESIGN LLC
Exhibit III-G-1: Bufferyards

H. WILDLIFE

There are no primary wildlife corridors that run through the property.

No more than 30 days before grading, a 100% area survey must be completed by a qualified wildlife biologist, for the Western Burrowing Owl, with a copy of the survey form send to the Town prior to issuance of a grading permit.

I. VIEWSHEDS

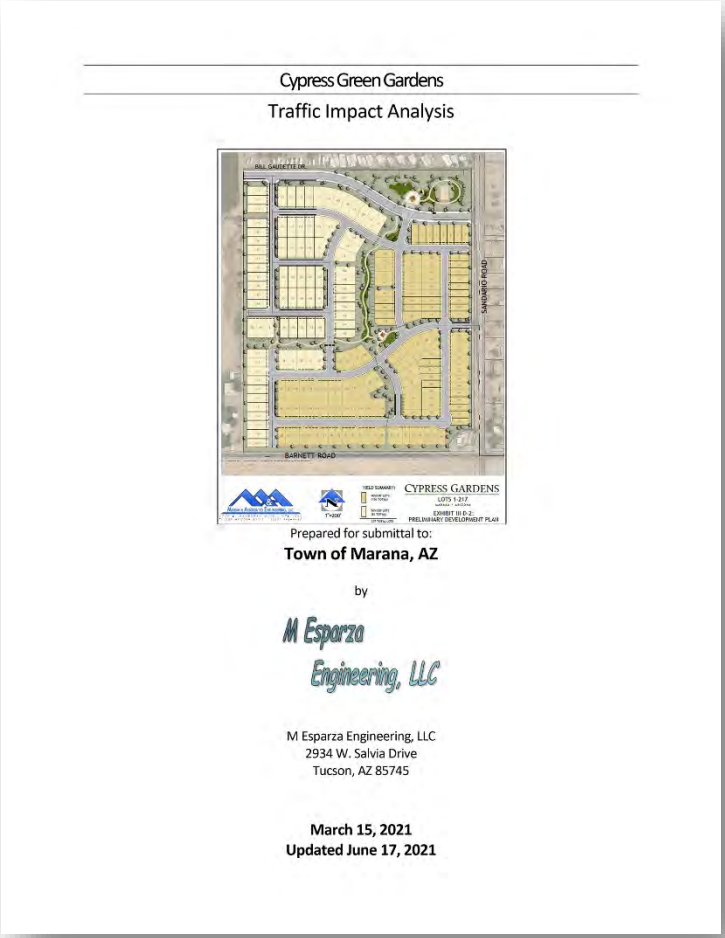
Extraordinary views are not available from or across the property due to existing, relatively flat topography coupled with the distance to surrounding mountain ranges. However, perimeter buffer areas mitigate the project's minimal impacts to surrounding viewsheds.

J. TRAFFIC

Two connections are proposed to the existing public street system. Both entrances are proposed onto Sandario Road, with one via Bill Gaudette Drive, and with no connections being proposed to Barnett Road. The design prohibits cut through traffic and creates safer neighborhood traffic movement. The northern connection to Sandario Road is an extension of Bill Gaudette Drive, which in the future will extend west to a future extension of Tangerine Farms Road approximately 215 feet west of the Property. Cypress Gardens is expected to generate approximately 2,048 total daily trips.

Additionally, the southern connection to Sandario Road is 700 feet north of Barnett Road, in accordance with the rezoning conditions to provide additional buffering for the Yoem Pueblo (See Section II.A.).

Turns lanes on Sandario Road will be provided where warranted.


Cypress Green Gardens

Traffic Impact Analysis

Prepared for submittal to:

Town of Marana, AZ

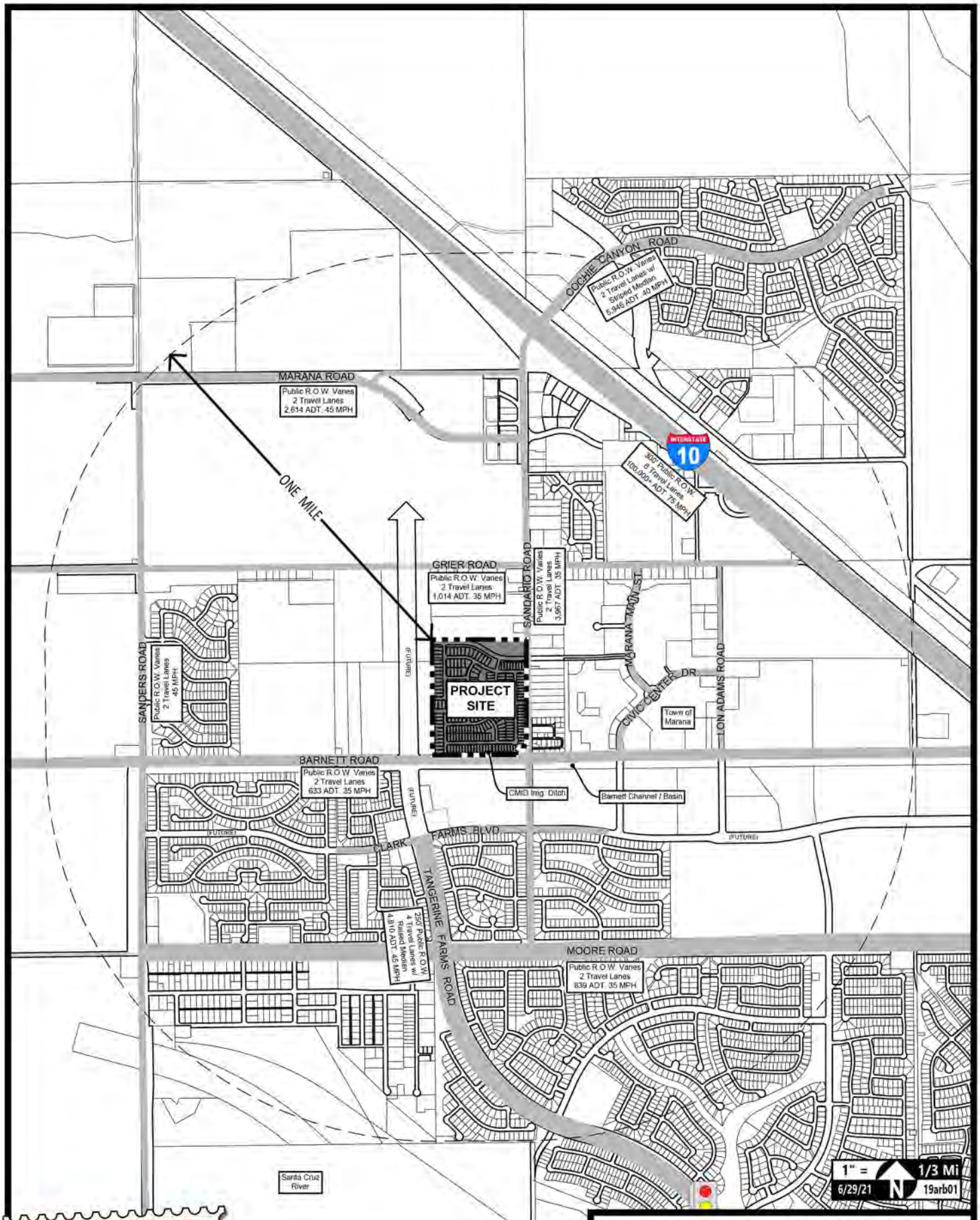
by

M Esparza Engineering, LLC

M Esparza Engineering, LLC
2934 W. Salvia Drive
Tucson, AZ 85745

March 15, 2021
Updated June 17, 2021

The "Cypress Green Gardens Traffic Impact Analysis" by M Esparza Engineering LLC, dated 6/17/2021 has been submitted as a standalone report.



PARADIGM LAND DESIGN LLC

Exhibit III-J-1: Proposed Roadway Network

"G:\Projects\19ar Cypress Gardens\b01\0230\she...\Proposed Roadway Network.dwg"

K. PUBLIC UTILITIES

1. Water

   Marana Water will serve this subdivision. An extension of Marana's public water system may be required to be constructed by the developer.

2. Sewer

   This development will connect to the existing Town of Marana sewer line in Sandario Road. No offsite sewer improvements are anticipated to be necessary.



3. Electric

   The property is located within the Tucson Electric Power service area. Existing overhead lines will be undergrounded as necessary to accommodate the proposed development.

4. Natural Gas

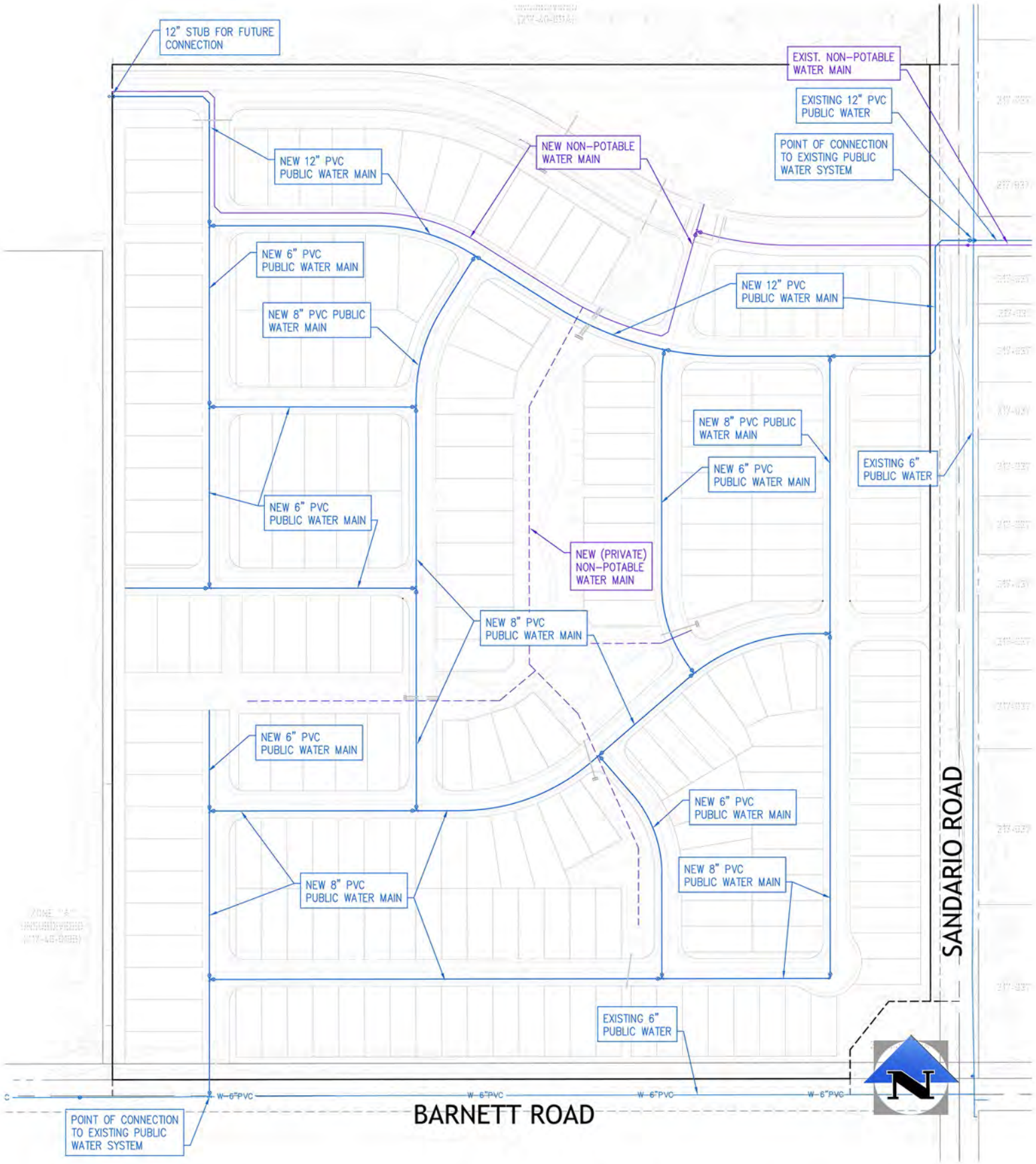
   Southwest Gas will supply natural gas services to this development.

5. Telecommunications

   The development is within the Century Link service area.

6. CMID

   The existing canal along the southern property boundary of the Property will be undergrounded. Engineering for that effort will occur during the plating process. Additionally, the project developer will work with CMID during the platting process to determine if providing non-potable water to this project is feasible.



CYPRESS GARDENS

LOTS 1-217

MARANA * ARIZONA

EXHIBIT III.K.1: PRELIMINARY WATER PLAN

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



NOTE: SEWER CONCEPT DEPICTED SUBJECT TO FINAL DETAILED DESIGN ANALYSIS.

LEGEND

PLANNED PUBLIC SEWER & MANHOLE

EXISTING PUBLIC SEWER (AS NOTED)

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

CYPRESS GARDENS

LOTS 1-217

MARANA * ARIZONA

EXHIBIT III-K-2: PRELIMINARY SEWER PLAN

L. PUBLIC SERVICE IMPACTS

1. Police

   Cypress Gardens is within Marana's town limits, and law enforcement jurisdiction. Impacts to Marana's police services will be minimal due to the projects' close proximity to the main Marana Police Department station.

2. Fire

   This project will be protected by the Northwest Fire District.

3. Trash & Recycling

   The Town of Marana does not provide trash and recycling services. Cypress Gardens' homeowners will contract with a private solid waste pick-up provider.

4. Schools

   The Marana Unified School District uses a student generation factor of 0.25 per home for elementary students and 0.1 per home for secondary students. Cypress Gardens' change from 165 to 217 homes results in an impact to the district of 52 more homes, this will generate approximately 13 elementary students and 5 secondary students. Estes Elementary School, Gladden Farms Elementary School, Marana Middle School and MCAT High School all have capacity to absorb this number of students. See Exhibit III-L-1: School District Letter, which confirms that nearby Marana school District facilities have capacity for more houses than are currently proposed within this development.

5. Parks

   It is expected that residents of Cypress Gardens will utilize the proposed onsite recreation areas and trail system, as well as the Ora Mae Harn District Park, all of which have or will have the capacity to meet recreational needs of future residents. Sidewalks throughout Cypress Gardens provide connectivity to existing sidewalks on Bill Gaudette Drive, which connect to other pedestrian facilities ultimately connecting to Ora Mae Harn Park.

Exhibit III-L-1: School District Letter

GOVERNING BOARD

Maribel Lopez, Ed.D., President
Hunter Holt, Vice President
Tom Carlson, Member
John Lewandowski, Member
Dan Post, Member

MARANA
UNIFIED SCHOOL DISTRICT

ADMINISTRATION

Daniel Streeter, Ed.D., Superintendent
Carolyn Dumler, Ed.D., Assistant Superintendent
Kristin Reidy, Assistant Superintendent
Dan Contorno, Chief Financial Officer

February 18, 2021

Mr. Paul Oland
Paradigm Land Design

RE: Rezoning of Cypress Gardens Concept Plan

Dear Mr. Oland,

Thank you for informing us of the rezoning proposal of Cypress Gardens. The change from 165 homes to 217 homes results in an impact to the district of 52 more homes. Marana Unified School District currently uses a factor of .25 students per home for elementary and .1 students per home for secondary. The rezoning change of 52 homes could generate about 13 elementary and 5 secondary students.

These future potential students can be supported by the following schools with their current enrollment/capacity numbers shown; Estes Elementary School (508/787), Marana Middle School (997/1438), and Marana High School (2088/2385). All schools have capacity for the impact this proposed development may have on our student population under current conditions.

Thank you for supporting the development of quality homes and businesses in our community. Marana Unified School District knows that one of the keys to the continued success of our wonderful community is the quality of our children's education. This belief is held so strongly that we have multiple developers providing the school district with rooftop impact development fees. The district uses these funds to ensure that necessary infrastructure is in place to support growth and maintain an inspiring education for every child. Voluntary developer participation in this process is an invaluable investment in our community. Please contact the Marana Schools Finance Office at 520-682-4756 to learn more about participation.

Please contact Dan Contorno at 520-682-4756, or myself at 520-616-4521 if you have any further questions.

Sincerely,

R Federico

Russell Federico, M.Ed.
Executive Director of Bond and Capital Projects
Marana Unified School District

Inspiring students to learn today and lead tomorrow.

11279 W. Grier Road • Marana, Arizona 85653 • (520) 682-3243 • www.maranausd.org

M. RECREATION & TRAILS

A central open space corridor with decomposed granite pedestrian path is located through the center of the site. It will connect the recreation area in the northern portion of the site to a small pocket park in the middle of the site and to existing and future trails nearby. This central green space will be accessible to all homeowners and highly visible to address Crime Prevention Through Environmental Design (CPTED) considerations. Trail connections will be provided at multiple locations within the neighborhood, so residents have an alternative to the sidewalk system. An important design consideration was providing safe and convenient pedestrian access to the main recreation area, which is separated from the proposed homes by the proposed extension of Bill Gaudette Drive. To address this issue the developers will install a pedestrian underpass beneath Bill Gaudette Drive, as shown on the Preliminary Development Plan. The recreation area size and design will adhere to the Town's recreational design standards that were recently approved by Town Council.



The development's open space, including all onsite recreational amenities, will be owned, and maintained by the HOA. All installed landscaping will be on an underground drip irrigation system until established. If turf is used, it will be irrigated from a secondary non-potable source as long as the non-potable source is available at the boundary of the project at the time of development.

During previous development efforts an in-lieu fee was paid to the Town of Marana for installation of a sidewalk along Sandario Road. The sidewalk was never built, so disposition of the in-lieu fee funds will be coordinated during the platting phase.

N. CULTURAL, ARCHAEOLOGICAL & HISTORIC RESOURCES

The site was previously surveyed for cultural resources by PAST in 2013. Nothing of significance was found and so it was determined that the development of this parcel could proceed without any further survey work.

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: Cypress Gardens	
Description of Project: Increasing density of old Cypress Gardens plan	Number of Lots: 217
Parcel No.(s): Please see attached list	Gross Area (Acres): 47
Project Address: Please see attached list	
Ref. Project No.:	

CONTACT INFORMATION

Owner: Cypress Green Gardens LLC	Contact Name: Susan Ong		
Address: 100 N. Stone Ave. #504	City: Tucson	State: AZ	Zip: 85701
Email: broadstone@aol.com	Phone No.: (520) 623-8111		
Applicant: Same	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		
Consultant/Engineer: Paradigm Land Design LLC	Contact Name: Paul Oland		
Address: 7090 N Oracle Rd #178-193	City: Tucson	State: AZ	Zip: 85704
Email: GPO@ParadigmLand.US	Phone No.: (520) 664-4304		

OWNER/APPLICANT AUTHORIZATION

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

Paul Oland	Paul Oland Digitally signed by Paul Oland Date: 2021.03.13 12:28:16 -07'00'	3/13/2021
Applicant Name (PRINT)	Signature	Date

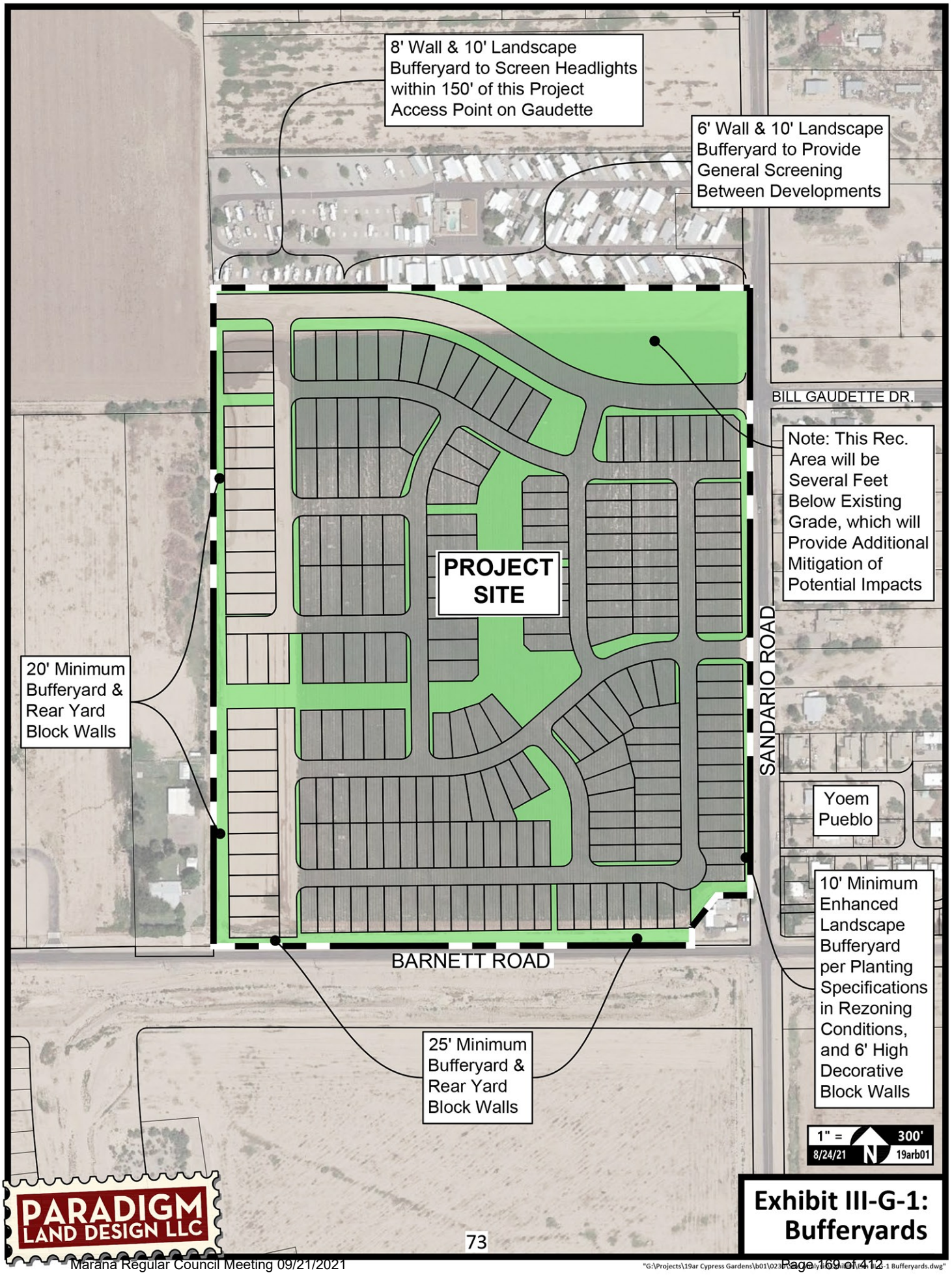
FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019



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.


8' Wall & 10' Landscape Bufferyard to Screen Headlights within 150' of this Project Access Point on Gaudette
6' Wall & 10' Landscape Bufferyard to Provide General Screening Between Developments
BILL GAUDETTE DR.
Note: This Rec. Area will be Several Feet Below Existing Grade, which will Provide Additional Mitigation of Potential Impacts
PROJECT SITE
SANDARIO ROAD
20' Minimum Bufferyard & Rear Yard Block Walls
Yoem Pueblo
10' Minimum Enhanced Landscape Bufferyard per Planting Specifications in Rezoning Conditions, and 6' High Decorative Block Walls
BARNETT ROAD
25' Minimum Bufferyard & Rear Yard Block Walls
1" = 300'
8/24/21
N
19arb01
PARADIGM LAND DESIGN LLC
Exhibit III-G-1: Bufferyards

PARADIGM LAND DESIGN LLC
GPO@ParadigmLand.US • (520) 664-4304

TO:	Town of Marana Development Services Dept. 11555 West Civic Center Drive Marana, AZ 85653	**FROM:**	Paul Oland
		DATE:	8/5/2021
		PROJECT #:	19arb01
PROJECT:	Cypress Gardens Rezone (PCZ2103-003) Public Outreach Summary		

An online neighborhood meeting was held on January 14th, 2021. Notifications of the meeting were sent to all landowners within 300' of the project. 17 notifications were mailed. Two nearby landowners attended the meeting but did not express notable concern once we finished discussing the proposal. One of the attendees is the owner of the Valley of the Sun Mobile Home & RV Park, which is directly north of the subject property. He asked about vehicle headlights possibly affecting his residents as future homeowners within Cypress Gardens exit northbound onto Gaudette Drive in the northwestern portion of the project. In response, we explained that a block wall would be constructed along the shared property boundary where the Gaudette Drive right-of-way is adjacent to Valley of the Sun.

In March we were contacted by the owner of the home at the southeast corner of Cypress Gardens. We discussed the project and she asked if a wall would be built around the project. We responded that the future homes' individual back yards would be walled, but that no perimeter wall is proposed. We have not been contacted by other nearby landowners since then.

We also reached out to Peter Yucupicio at the Pascua Yaqui Tribe at Yoem Pueblo and explained the proposal. A follow-up email was sent with additional details and the site plan. No response has been received.

Attached to this summary is a copy of the neighborhood meeting invitation letter (which a site plan of the proposed Cypress Gardens site plan) and the mailing list.

PARADIGM LAND DESIGN LLC
GPO@ParadigmLand.US • (520) 664-4304

TO:	Project Neighbors	**DATE:**	12/29/2020
FROM:	Paul Oland		
PROJECT:	Cypress Gardens Rezoning	**PROJECT #:**	19arb01
SUBJECT:	Neighborhood Meeting Notification		

Dear Neighbor,

The Cypress Gardens property, which is located at the northwest corner of Barnett Road and Sandario Road, was designed and approved several years ago under the R-6 zoning regulations, featuring 165 home sites. Northwest Marana has grown significantly since then, and the housing product demand has changed as well. Homebuilders and homebuyers are opting for a housing product that aligns better with a smaller lot size, so we propose to rezone Cypress Gardens from R-6 to R-3.5 to allow for smaller lots to be constructed. The Make Marana 2040 General Plan designates this property as "Traditional Neighborhood", which connotes an appropriate residential density of 2 – 18 homes per acre. Cypress Gardens' 217 homes equate to just under five homes per acre, which is well within the General Plan's suggested density. Additionally, the proposed Cypress Gardens site plan complies with the Town's current draft recreation area standards, which will increase the amount of recreational area provided. The existing and proposed site plans are shown on the back of this letter.

A web-based informational meeting will be held on Thursday, January 14th from 6:00 pm – 7:30 pm. If you'd like to join the meeting please go to https://tinyurl.com/cypress-jan14 or join the meeting via phone by calling (623) 469-4514 and entering Conference ID: 635 448 53#. The purpose of the meeting will be to present basic information about the proposed development, answer questions, and listen to comments and suggestions from our neighbors.

If you have any questions, please do not hesitate to contact me at (520) 664-4304, GPO@ParadigmLand.US, or by mail at:

Paradigm Land Design LLC
7090 N Oracle Rd, Suite 178-193
Tucson, AZ 85704

Thank you.


Gaudette Dr.
Sandario Rd.
Barnett Rd.
EXISTING SUBDIVISION PLAN


SANDARIO ROAD
BILL GAUDETTE DR.
BARNETT ROAD
PROPOSED SUBDIVISION PLAN

BARNETT FAMILY TR
PO BOX 66
MARANA AZ 85653

BEJARANO LAZARO & AMELIA JT/RS
13300 N SANDARIO RD
MARANA AZ 85653

BOEGEL FILICE LLC
PO BOX 2274
SANTA CRUZ CA 95063

DEWEY BRUCE G & EARLENE REVOC TR
15955 W SANDY ST
MARANA AZ 85653

DEWEY DOUG & TAWNYA CP/RS
13460 N SANDARIO RD
MARANA AZ 85653

GINN CHARLES E LIVING TR
13250 N SANDARIO RD
MARANA AZ 85653

KMS CV 2 LLC
5225 E PIMA ST
TUCSON AZ 85712

MARANA HEALTH CENTER INC
PO BOX 188
MARANA AZ 85653

MURRIETA FAMILY LIVING TR
ATTN: ROBERTO & MARIA DEL CARMEN
13344 N SANDARIO RD
MARANA AZ 85653

MURRIETA REVOC FAMILY TR
ATTN: CECILIA MURRIETA TR
3924 W MANDARIN CIR
TUCSON AZ 85741

PASCUA YAQUI TRIBE
ATTN: LAND OFFICE
7474 S CAMINO DE OESTE
TUCSON AZ 85746

PETERSEN JARED R & SELINA MARIE
12140 W BARNETT RD
MARANA AZ 85653

RAHE JOHN SAMUEL III
13201 N SANDARIO RD
MARANA AZ 85653

SAMUELSON TRUST NO 1
00000

SKRAMSTAD LARRY D & DENELDA M
10501 N MAYBROOK AVE
MARANA AZ 85653

TITLE SECURITY AGENCY LLC TR 201812-T
ATTN: MERITAGE HOMES OF AZ INC
3275 W INA RD STE 220
TUCSON AZ 85741

TOWN OF MARANA
MARANA MUNICIPAL COMPLEX
11555 W CIVIC CENTER DR
MARANA AZ 85653

Council-Regular Meeting **A2**

Meeting Date: 09/21/2021

To: Mayor and Council

From: Cynthia Ross, Senior Planner

Date: September 21, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2021.020: Relating to Development; approving an amendment to the Gladden Farms II Specific Plan to revise the land use designation of Block 38B and Block 43, generally located north of Tangerine Road and west of the Clark Farms Road alignment, from Commercial (C) to High-Density Residential (HDR); approving and authorizing the Mayor to sign the Sixth Amendment to the Gladden Farms II Development Agreement and the First Amendment to the Development Agreement regarding Development Impact Fee Credits for Gladden Farms II (Cynthia Ross and Jane Fairall)

Resolution No. 2021-131: Relating to Development; declaring as a public record filed with the Town Clerk the amended Gladden Farms II Specific Plan adopted by Ordinance No. 2021.020 (Cynthia Ross)

Discussion:

Request
Crown West Realty LLC, represented by the Planning Center, is requesting approval of an amendment to the Gladden Farms II Specific Plan to revise the land use designation of Block 38B and Block 43 from Commercial (C) to High-Density Residential (HDR).

Location
The Gladden Farms II Specific Plan is bounded by Gladden Farms I on the west, Tangerine Road on the south, Moore Road on the north, and Interstate 10 and the Clark Farms Road alignment on the east. The subject blocks are located north of Tangerine

Road, west of the Clark Farms Boulevard alignment.

Gladden Farms II Specific Plan
The Gladden Farms II Specific Plan was adopted by Mayor and Town Council on March 7, 2006, by Ordinance 2006.03. The first amendment was approved by Mayor and Town Council on December 19, 2006, by Ordinance No. 2006.35, and the second amendment was approved by Mayor and Council on March 6, 2018, by Ordinance 2018.006.

Gladden Farms II Specific Plan Third Amendment Summary
The third amendment to the Gladden Farms II Specific Plan will replace the Commercial (C) land use designation on Block 38B Block 43 with High Density Residential (HDR). The HDR land use designation supports a variety of housing types, including single-family attached, small-lot single-family detached, and multi-family housing. According to the property owner, the increased demand for housing coupled with the current state of commercial development makes residential development a more effective use of these blocks. The change to a residential use adds 222 housing units to Gladden Farms II's planned residential unit count, increasing the targeted number of units from 2,345 to 2,567.

Within the Gladden Farms II Specific Plan area, land designated HDR is generally concentrated along Tangerine Road and Clark Farms Boulevard. This creates a transition in density across Gladden Farms II to the commercial intensity of the property to the east, across Clark Farms Boulevard, currently zoned SP - The Crossroads at Gladden Specific Plan. New opportunities for commercial and employment uses to serve the Gladden communities and greater area are proposed within The Crossroads at Gladden Specific Plan.

Development Agreement Amendments
As a result of the request to amend the Gladden Farms II Specific Plan, which would increase the targeted number of total units for the development from 2,345 to 2,567, Town staff has negotiated amendments to the Gladden Farms II Development Agreement (DA) and the Development Agreement Regarding Development Impact Fee Credits for Gladden Farms II (DIF DA). In summary, the Sixth Amendment to the DA would raise the maximum number of units allowed in Gladden Farms II by 250 units, from 2,345 to 2,595. The First Amendment to the DIF DA memorializes the agreement between the parties concerning the amount of the remaining development impact fee credit applicable to Gladden Farms II.

Public Notification
This public hearing was properly noticed in the Daily Territorial newspaper, and all property owners within 300 feet of the rezoning area were noticed by U.S. Mail of the date, time, and topic of the public hearing. Additional notice was posted at various locations within the community and on the Town website.

Case Analysis and Review Criteria
Pursuant to Town Code Section 17-3-1(D), the Planning Commission and Town Council shall consider the following questions, at a minimum, in reviewing an application for rezoning:

1. Any change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration, and development;

   Based upon the requirements and conditions, the rezoning amendment does not appear to be detrimental to the character of the area due to installation of public facilities or any other rezoning changes.

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;

   With the acceptance of the recommended conditions, this rezoning will benefit the community by providing additional residential development opportunities.

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;

   Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding area and does not appear to be adversely impact the adjacent street network or generate such 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 the land development code, and other town regulations and guidelines, including goals and policies relating to economic development;

   The rezoning amendment conforms with the goals and policies of the general plan, the land development code, and other town regulations and guidelines.

5. The zoning districts and existing land uses of the surrounding properties;

   Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding properties zoning and existing land use.

6. Whether the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development;

   With the acceptance of the recommended conditions, 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;

   Based upon the rezoning requirements and conditions, there is adequate utility infrastructure, public facilities, and public services in the area 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;

   Based upon the rezoning requirements and conditions, the subject property is suitable for the proposed uses.

9. Whether the rezoning is compatible with the adjacent neighborhood, especially residential neighborhood stability and character;

   Based upon the rezoning requirements and conditions, this rezoning amendment is compatible with the adjacent neighborhood in area stability and character.

10. If applicable, the length of time the subject property has remained vacant as zoned:

    The subject property has remained vacant since annexation to the Town.

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:

    Based upon the rezoning amendment subject area location, there is an adequate supply of land available in the area and the surrounding community to accommodate the zoning and community needs.

Staff Recommendation:

This is a discretionary item for the Town Council to consider. Should the Town Council wish to approve this item, staff recommends the approval be subject to the conditions set forth in the draft ordinance.

Planning Commission Recommendation

The Planning Commission heard the request for the proposed Specific Plan Amendment at a public hearing on August 25, 2021 and voted 7-0 to recommend approval of the Specific Plan amendment to the Town Council subject to the recommended conditions. It should be noted that at the time of the Planning Commission's review, the applicant was projecting an increase of 100 housing units to the development as a result of the amendment. The applicant has now revised that number upward, projecting an increase of 222 housing units if this amendment is approved. In addition, the staff report for the Planning Commission incorrectly stated that the request to change the land use designation for Block 43 was for an 18-acre portion of that Block; however, the request is to change the land use designation for all of Block 43.

Suggested Motion:

I move to adopt Ordinance No. 2021.020approving the Gladden Farms II Specific Plan Amendment #3 subject to the recommended conditions, and approving and authorizing the Mayor to sign the Sixth Amendment to the Gladden Farms II Development Agreement and the First Amendment to the Development Agreement regarding Development Impact Fee Credits for Gladden Farms II; and Resolution No. 2021-131, declaring the amended Gladden Farms II Specific Plan to be a public record.

Attachments

Ord.2021.020
Exhibit A to Ordinance - Legal Description
Exhibit B to Ordinance - 6th Amendment to DA
Exhibit C to Ordinance - 1st Amendment to DIF DA
Resolution 2021-131
Exhibit A to Resolution - Amended Gladden Farms II Specific Plan
Application
Location Map

MARANA ORDINANCE NO. 2021.020

RELATING TO DEVELOPMENT; APPROVING AN AMENDMENT TO THE GLADDEN FARMS II SPECIFIC PLAN TO REVISE THE LAND USE DESIGNATION OF BLOCK 38B AND BLOCK 43, GENERALLY LOCATED NORTH OF TANGERINE ROAD AND WEST OF THE CLARK FARMS ROAD ALIGNMENT, FROM COMMERCIAL (C) TO HIGH-DENSITY RESIDENTIAL (HDR); APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE SIXTH AMENDMENT TO THE GLADDEN FARMS II DEVELOPMENT AGREEMENT AND THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS FOR GLADDEN FARMS II

WHEREAS, on March 7, 2006, the Mayor and Town Council adopted the Gladden Farms II Specific Plan by Ordinance 2006.03; and

WHEREAS, on December 19, 2006, the Mayor and Town Council adopted the first amendment to the Gladden Farms II Specific Plan by Ordinance 2006.35; and

WHEREAS, on March 6, 2018, the Mayor and Town Council adopted the second amendment to the Gladden Farms II Specific Plan by Ordinance 2018.006; and

WHEREAS Crown West Realty LLC (the "Property Owner") owns the land described and depicted on Exhibit A attached to and incorporated in this ordinance by this reference, located within the Amended Gladden Farms Block Plat, a subdivision of the Town of Marana, according to the plat recorded in Pima County Recorder's Office at Sequence No. 20181100137, (the "Rezoning Area"); and

WHEREAS the Property Owner has authorized The Planning Center Inc. (the "Applicants") to submit an application to amend the Gladden Farms II Specific Plan to revise the land use designation of Block 38B and Block 43, generally located north of Tangerine Road and west of the Clark Farms Road alignment, from Commercial (C) to High-Density Residential (HDR); and

WHEREAS the Marana Planning Commission held a public hearing on this Specific Plan Amendment on August 25, 2021, and voted seven to zero to recommend that the Town Council approve the amendment, subject to the recommended conditions; and

WHEREAS at the time of the Planning Commission's review of this application, the Applicants were projecting an increase of 100 housing units to the development as a result of the proposed amendment; the Applicants have now revised that number

upward, projecting an increase of 222 housing units due to this Specific Plan Amendment; and

WHEREAS the Town and the Property Owner's predecessor in interest entered into the Gladden Farms II Development Agreement recorded in the Pima County Recorder's office on March 10, 2006, at Docket 12758, Page 2249 (Sequence 20060470594), which has been amended from time to time, most recently via adoption of the Fifth Amendment to the Gladden Farms II Development Agreement recorded in the Pima County Recorder's office on December 21, 2020, at Sequence 20203560542; and

WHEREAS the Town and the Property Owner's predecessor in interest entered into the Development Agreement Regarding Development Impact Fee Credits for Gladden Farms II recorded in the Pima County Recorder's office on November 9, 2012, at Sequence 20123140233; and

WHEREAS Town staff has negotiated the terms of the Sixth Amendment to the Gladden Farms II Development Agreement and the First Amendment to the Development Agreement Regarding Development Impact Fee Credits for Gladden Farms II (the "Amendments") to address matters associated with this Specific Plan Amendment, specifically the increased number of projected housing units for the development; and

WHEREAS the Mayor and Town Council finds that the Amendments are consistent with the Marana General Plan, this Specific Plan Amendment, and all other applicable Town regulations and policies; and

WHEREAS the Town Council held a public hearing to consider this Specific Plan Amendment on September 21, 2021, and determined that the amendment should be approved.

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

Section 1. The Gladden Farms II Specific Plan is hereby amended to revise the land use designation of Block 38B and Block 43 from Commercial (C) to High-Density Residential (HDR). The Gladden Farms II Specific Plan, as amended by this Amendment #3, one electronic and one printed copy of which is on file in the office of the Town Clerk of the Town of Marana, Arizona, which was made a public record by, and is attached as Exhibit A to Marana Resolution No. 2021-131, is hereby referred to, adopted and made part of this ordinance as if fully set out here.

Section 2. This amendment is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Town Code (but which shall not cause a reversion of this amendment), and which shall be binding on the Property Owner and its successors in interest (all of whom are collectively included in the term "Property Owner" in the following conditions):

1. All of the rezoning conditions of Ordinance No. 2006.03, Ordinance No. 2006.35, and Ordinance No. 2018.006 remain applicable to the Rezoning Area and to the Gladden Farms II project except for any conditions that have been modified by this amendment in which case the modified condition will take precedence.
2. Compliance with all applicable provisions of the Town's Codes and Ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
3. The ultimate development proposed by this amendment shall be consistent with the adopted development agreement as it may be amended.
4. No approval, permit or authorization by the Town of Marana authorizes violation of any Federal or State law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate Federal and State agencies to determine any action necessary to assure compliance with applicable laws and regulations.
5. Within 60 days after the adoption of this ordinance, the Property Owner shall provide the Planning Department with two bound copies and two electronic CD copies in PDF format, which will also include graphics of the conceptual land use plan in JPEG or other suitable format, of the Gladden Farms II Specific Plan, as amended by this Amendment #3.

Section 3. The Sixth Amendment to the Gladden Farms II Development Agreement and the First Amendment to the Development Agreement Regarding Development Impact Fee Credits for Gladden Farms II, attached to and incorporated within this ordinance by this reference as Exhibits B and C, respectively, are hereby approved and the Mayor is hereby authorized and directed to execute them.

Section 4. All ordinances, resolutions and motions and parts of ordinances, resolutions, and motions of the Marana Town Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

Section 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, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of September, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:
Parcel 38B, A Minor Land Division of Block 38, as shown in Record of Survey recorded in Recording No. 20190530030, records of Pima County, Arizona;

ALSO DESCRIBED AS:

Block 38, AMENDED FINAL BLOCK PLAT GLADDEN FARMS, a subdivision of Town of Marana, according to plat recorded in Recording No. 20181100137 and Declaration of Scrivener's Errors recorded in Recording No. 20183180122, records of Pima County, Arizona;

EXCEPTING THEREFROM that portion of Block 38, described as follows:

COMMENCING at the Westerly common corner of said Block 38 and Block 43 of said Gladden Farms Subdivision;
THENCE the following 8 courses and distances or arcs upon the West, North and East boundary of said Block 38;
North 00 degrees 37 minutes 34 seconds West 574.62 feet upon the West line of said Block 38 to the POINT OF BEGINNING;

THENCE continue North 00 degrees 37 minutes 34 seconds West, 612.91 feet;

THENCE South 75 degrees 28 minutes 29 seconds East, 147.57 feet to a curve concave Northerly;

THENCE Easterly upon the arc of said curve to the left, having a radius of 845.00 feet and a central angle of 32 degrees 20 minutes 27 seconds, for an arc distance of 476.96 feet to a line;

THENCE North 72 degrees 11 minutes 04 seconds East, 411.60 feet to a curve concave Southwesterly;

THENCE Southeasterly upon the arc of said curve to the right, having a radius of 35.00 feet and a central angle of 93 degrees 17 minutes 58 seconds, for an arc distance of 56.99 feet to a point of compound curvature of a curve concave Westerly;

THENCE Southerly upon the arc of said curve to the right, having a radius of 1425.00 feet and a central angle of 13 degrees 52 minutes 18 seconds, for an arc distance of 345.00 feet to a line;

THENCE South 00 degree 38 minutes 40 seconds East, 337.34 feet;

THENCE South 89 degrees 21 minutes 20 seconds West, 1092.34 feet to the POINT OF BEGINNING.

PARCEL NO. 2:
Block 43, AMENDED FINAL BLOCK PLAT GLADDEN FARMS, a subdivision of Town of Marana, according to plat recorded in Recording No. 20181100137 and Declaration of Scrivener's Errors recorded in Recording No. 20183180122, records of Pima County, Arizona.

PARCEL NO. 3:
A perpetual, non-exclusive easement for normal and reasonable vehicular and pedestrian ingress, egress, and access over the Common Driveway as set forth in Reciprocal Easement Agreement recorded December 29, 2017 in Recording No. 20173630470, records of Pima County, Arizona.

APN: 217-54-342A, 217-54-3440

SIXTH AMENDMENT TO THE GLADDEN FARMS II DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS SIXTH AMENDMENT TO THE GLADDEN FARMS II DEVELOPMENT AGREEMENT ("this Sixth Amendment" or the "GFII DA 6th Amendment") is made by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, GLADDEN PHASE II, LLC, a Delaware limited liability company, and GLADDEN PHASE II DEV, LLC, a Delaware limited liability company. GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC are together referred to as the "Developer." The Town and the Developer are collectively referred to in this Sixth Amendment as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The development project commonly known as Gladden Farms II and referred to in this Sixth Amendment as "Gladden II" consists of the land area included within the Gladden Farms II Specific Plan.

B. The Gladden Farms II Specific Plan was established by the March 7, 2006 adoption of Marana Ordinance No. 2006.03, recorded in the Pima County Recorder's office on March 10, 2006 at Docket 12758, Page 2240 (Sequence 20060470590).

C. The Gladden Farms II Specific Plan was amended by the December 19, 2006 adoption of Marana Ordinance No. 2006.35, recorded in the Pima County Recorder's office on December 21, 2006 at Docket 12956, Page 1622 (Sequence 20062450465).

D. The Gladden Farms II Specific Plan was further amended by the March 6, 2018 adoption of Marana Ordinance No. 2018.006, recorded in the Pima County Recorder's office on March 9, 2018 at Sequence 20180680060.

E. The original developer of Gladden II was FC/M GLADDEN II, L.L.C., an Arizona limited liability company, whose interests in Gladden II were sold to the Developer in 2013.

F. The Developer owns most of the remaining undeveloped land in Gladden II.

G. The Parties acknowledge the following agreements, referred to in this Sixth Amendment as the "Prior Agreements," affecting the development of all or portions of Gladden II, some terms of which are modified or clarified by this Sixth Amendment with respect to portions of Gladden II owned by the Developer as of the date of this Sixth Amendment:

i) The "Gladden Farms II Development Agreement" recorded in the Pima County Recorder's office on March 10, 2006, at Docket 12758, Page 2249 (Sequence 20060470594) (the "Original GFII DA").

ii) The "First Amendment to the Gladden Farms II Development Agreement" recorded in the Pima County Recorder's office on December 21, 2006, at Docket 12956, Page 1633 (Sequence 20062450467) (the "GFII DA 1st Amendment").

iii) The "Development Agreement Regarding Development Impact Fee Credits for Gladden Farms II" recorded in the Pima County Recorder's office on November 9, 2012, at Sequence 20123140233 (the "GFII DIF DA").

iv) The "Second Amendment to the Gladden Farms II Development Agreement" recorded in the Pima County Recorder's office on August 8, 2018, at Sequence 20182200093 (the "GFII DA 2nd Amendment").

v) The "Third Amendment to the Gladden Farms II Development Agreement" recorded in the Pima County Recorder's office on October 19, 2018, at Sequence 20182920055 (the "GFII DA 3rd Amendment").

vi) The "Fourth Amendment to the Gladden Farms II Development Agreement" recorded in the Pima County Recorder's office on December 20, 2019, at Sequence 20193540148 (the "GFII DA 4th Amendment").

vii) The "Fifth Amendment to the Gladden Farms II Development Agreement" recorded in the Pima County Recorder's office on December 21, 2020, at Sequence 20203560542 (the "GFII DA 5th Amendment").

H. Title to the portions of Gladden II owned by the Developer as of the date of this Sixth Amendment is held by FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,423, whose sole beneficiaries are GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC, who together are the "Developer" under the Prior Agreements as amended by this Sixth Amendment.

I. The Developer has submitted a request for a third amendment to the Gladden Farms II Specific Plan to revise the land use designations of Block 38B and Block 43 from Commercial (C) to High-Density Residential (HDR), which will increase the overall density of Gladden II.

J. Paragraph 1.2 of Original GFII DA provided that the total number of residential units of all types in Gladden II shall not exceed 2,539. Paragraph 2.1 of the GFII DA 1st Amendment reduced the maximum number of units allowed to 2,345.

K. This Sixth Amendment is approved, and the Town's Mayor is authorized to sign it, by virtue of the Town Council's adoption of Marana Ordinance No. 2021.020 (the "Concurrent Ordinance"), which amends the Gladden Farms II Specific Plan so that it is consistent with the terms of this Sixth Amendment.

L. The Parties understand and acknowledge that this Sixth Amendment is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, Arizona Revised Statutes section (A.R.S. §) 9-500.05.

M. This Sixth Amendment is consistent with the portions of the Town's General Plan applicable to Gladden II.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth in this Sixth Amendment, the Parties hereby agree as follows:

1. *The Developer's representation of ownership*. By entering into this Sixth Amendment, GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC, who together are the "Developer" under the Prior Agreements as amended by this Sixth Amendment, represent that that they are the sole beneficiaries of and are entitled to enter this Sixth Amendment on behalf of FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,423.

2. *Total residential units*. Paragraph 1.2 of the Original GFII DA, as amended by paragraph 2.1 of the GFII DA 1st Amendment, is amended to reflect that the total number of residential units of all types in Gladden II shall not exceed 2,595.

3. *Term*. This Sixth Amendment shall become effective upon the later of (i) its execution by all the Parties and the effective date of the resolution or action of the Town Council approving this Sixth Amendment and (ii) the effective date of the Concurrent Ordinance. Unless sooner terminated by the mutual consent of the Parties, this Sixth Amendment shall automatically terminate and shall thereafter be void for all purposes on June 30, 2035.

4. *Effect on the Prior Agreements and other agreements*. Except as expressly modified in this Sixth Amendment or in the Prior Agreements, the terms, provisions and obligations of the Prior Agreements shall remain in full force and effect. Nothing in this Sixth Amendment is intended to modify other agreements not mentioned in this Sixth Amendment that affect the development of Gladden II, and the failure of this Sixth Amendment to mention such other agreements shall not affect their validity.

5. *Counterparts*. This Sixth Amendment 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 counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

6. *Recitals*. The Recitals set forth at the beginning of this Sixth Amendment are hereby acknowledged and confirmed to be accurate.

7. *Good standing; authority*. The Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of Delaware and is authorized to do

business in the state of Arizona. The Town represents and warrants to the Developer that it is an Arizona municipal corporation with authority to enter into this Sixth Amendment under applicable state laws. Each Party represents and warrants that the individual executing this Sixth Amendment on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

8. *Severability*. If any provision of this Sixth Amendment is declared void or unenforceable, it shall be severed from the remainder of this Sixth Amendment, which shall otherwise remain in full force and effect. If a law or court order prohibits or excuses the Town from undertaking any contractual commitment to perform any act under this Sixth Amendment, this Sixth Amendment shall remain in full force and effect, but the provision requiring the act shall be deemed to permit the Town to act at its discretion, and if the Town fails to act, the Developer shall be entitled to terminate this Sixth Amendment.

9. *Governing law*. This Sixth Amendment 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. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of paragraph 9.5 of the Original GFII DA, requiring disputes to be resolved by binding arbitration.

10. *Interpretation*. This Sixth Amendment has been negotiated by the Town and the Developer, and no party shall be deemed to have drafted this Sixth Amendment for purposes of construing any portion of this Sixth Amendment for or against any party.

11. *Recordation*. The Town shall record this Sixth Amendment in its entirety in the office of the Pima County Recorder no later than ten days after it has been executed by the Town and the Developer.

12. *No representations of development*. Except as specifically set forth in this Sixth Amendment, nothing contained in this Sixth Amendment shall be deemed to obligate the Town or the Developer to complete any part or all of the development of Gladden II.

13. *Approval*. If any Party is required pursuant to this Sixth Amendment to give its prior written approval, consent or permission, such approval, consent or permission shall not be unreasonably withheld or delayed.

14. *Force majeure*. If any Party shall be unable to observe or perform any covenant or condition of this Sixth Amendment by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute a default under this Sixth Amendment so long as such Party shall use its best effort to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure," as used in this paragraph, means any condition or event not reasonably within the control of such 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. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing Party or Parties, in either case when such course is in the judgment of and unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

15. *Conflict of interest*. This Sixth Amendment is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

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

The "Town":
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

The "Developer":
GLADDEN PHASE II, LLC, a Delaware limited liability company

By:_____
Frank J. Walter III
Authorized Signatory

Date: _____

GLADDEN PHASE II DEV, LLC, a Delaware limited liability company

By:_____
Frank J. Walter III
Authorized Signatory

Date: _____

STATE OF NEW YORK)
ss
County of New York)

The foregoing instrument was acknowledged before me on _____, 2021, by Frank J. Walter III, Authorized Signatory of GLADDEN PHASE II, LLC, a Delaware limited liability company, on behalf of the LLC.

(Seal)

_____
Notary Public

STATE OF NEW YORK)
ss
County of New York)

The foregoing instrument was acknowledged before me on _____, 2021, by Frank J. Walter III, Authorized Signatory of GLADDEN PHASE II DEV, LLC, a Delaware limited liability company, on behalf of the LLC.

(Seal)

_____
Notary Public

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS FOR GLADDEN FARMS II

TOWN OF MARANA, ARIZONA

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS FOR GLADDEN FARMS II (this "First Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and GLADDEN PHASE II, LLC, a Delaware limited liability company, and GLADDEN PHASE II DEV, LLC, a Delaware limited liability company (together, the "Developer"). The Town and the Developer are sometimes referred to collectively as the "Parties," and any one of them is sometimes individually referred to as a "Party."

RECITALS

A. The subdivision known as Gladden Farms II is comprised of the land described and depicted on the final subdivision block plat Gladden Farms Blocks 26 – 43, recorded in the Pima County Recorder's office at Book 62 of Maps and Plats, Page 64 ("Gladden Farms II").

B. On November 7, 2012, the Town, FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as trustee under Trust No. 60311 and not otherwise, and the original developer of Gladden Farms II, FC/M GLADDEN II, L.L.C., an Arizona limited liability company, entered into the "Development Agreement Regarding Development Impact Fee Credits for Gladden Farms II" recorded in the Pima County Recorder's office on November 9, 2012, at Sequence 20123140233 (the "Original GFII DIF DA").

C. The Developer purchased the original developer's interest in Gladden Farms II in 2013, and is the original developer's successor for purposes of the Original GFII DIF DA and this First Amendment.

D. As of the date of this First Amendment, the Developer retains ownership of Gladden Farms Blocks 32, 33, 38B, 41, and 43. Title to the portions of Gladden Farms II owned by the Developer as of the date of this First Amendment is held by FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,423, whose sole beneficiaries are GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC.

E. This First Amendment is entered into and authorized pursuant to A.R.S. § 9-500.05.

F. The Town has adopted certain development impact fees for roads and regional parks pursuant to A.R.S. § 9-463.05.

G. The Developer is entitled to credit pursuant to A.R.S. § 9-463.05(B)(7)(c)(i) toward the payment of the Town's adopted development impact fees based on the required dedication of

public sites and improvements provided or to be provided by the Developer in connection with the development of Gladden Farms II.

H. The Parties desire to memorialize their agreement concerning the amount of the remaining development impact fee credit applicable to Gladden Farms II.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in the Original GFII DIF DA and this First Amendment, the Parties hereby agree as follows:

1. Credit toward arterial roadway development impact fees.

1.1. *Total value*. The total value of arterial roads provided by the Developer to the Town in connection with the development of Gladden Farms II, including the value of any and all arterial road right-of-way conveyed to the Town and any and all allowable arterial roadway construction costs, is $9,006,101, including:

1.1.1. $7,635,337 attributable to Tangerine Farms Road Improvement District assessments which are creditable against the Town's arterial roadway development impact fees,

1.1.2. $903,581 in value for the Developer's dedication of Tangerine Farms Road right-of-way,

1.1.3. $467,183 in value for the Developer's dedication of Clark Farms Boulevard right-of-way, and

1.2. Credit used and credit remaining

1.2.1. The Original GFII DIF DA calculated a credit against arterial roadway development impact fees of $3,706 per lot. This credit has been applied to blocks 26, 27, 30, 35, 36/40, 39, and 40/41, in whole or in part.

1.2.2. Those blocks that have already utilized the $3,706 credit per lot will remain subject to the terms of the Original GFII DIF DA.

1.2.3. Based on the premise that all of Blocks 26, 27, 30, 35, 36/40, 39, and 40/41 use $3,706 credit per lot, $3,439,168 of credit has been used for residential lots.

1.2.4. Block 29 will retain $832,813 of impact fee credit for its development.

1.2.5. Based on credits used or to be used for blocks 26, 27, 30, 35, 36/40, 39, 40/41, and 29, there is $4,734,120 in credit to be used for Blocks 28, 31, 33, 34, 37, 38B, 41, 42, and 43 (the "Remaining Blocks").

1.3. *Northwest Streets Development Impact Fee (DIF) credit*. The Remaining Blocks of Gladden Farms II will receive full credit towards the Northwest Streets DIF against all building permit applications (whether located on lots owned by the Developer or on lots owned by others) until the cumulative streets DIF credits equal the remaining credit as set forth in paragraph 1.2.5 above.

1.3.1. The current credit per single family residence is $3,719

1.3.2. The current credit per multi-family unit is $2,810

1.4. *Future fee revisions*. If the Town amends its arterial roadway development fee applicable to the Remaining Blocks of Gladden Farms II, the credit per lot will be the new impact fee amount(s).

1.5. *Clark Farms Boulevard*. The Parties acknowledge that Clark Farms Boulevard is eligible for impact fee credits and upon the Developer's delivery of security acceptable to the Town in the form of cash, including without limitation a trust account, a letter of credit, or a performance bond in any combination that adds up to the estimated cost of construction of that roadway plus a 15% contingency, or actual construction of the roadway with final cost documentation and approval by the Town, the total value of credits will increase accordingly.

2. Miscellaneous

2.1. *The Developer's representation of ownership*. By entering into this First Amendment, GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC represent that that they are the sole beneficiaries of and are entitled to enter into this First Amendment on behalf of FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,423.

2.2. *Effect on the Original GFII DIF DA*. Except as expressly modified in this First Amendment, the terms, provisions and obligations of the Original GFII DIF DA shall remain in full force and effect.

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

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

[Remainder of page intentionally left blank.]

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

TOWN:

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Cherry L. Lawson, Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

DEVELOPER:

GLADDEN PHASE II, LLC, a Delaware limited liability company

By: _____
Frank J. Walter III
Authorized Signatory

Date: _____

GLADDEN PHASE II DEV, LLC, a Delaware limited liability company

By: _____
Frank J. Walter III
Authorized Signatory

Date: _____

STATE OF NEW YORK)
ss
County of New York)

The foregoing instrument was acknowledged before me on _____, 2021, by Frank J. Walter III, Authorized Signatory of GLADDEN PHASE II, LLC, a Delaware limited liability company, on behalf of the LLC.

(Seal)

_____
Notary Public

STATE OF NEW YORK)
ss
County of New York)

The foregoing instrument was acknowledged before me on _____, 2021, by Frank J. Walter III, Authorized Signatory of GLADDEN PHASE II DEV, LLC, a Delaware limited liability company, on behalf of the LLC.

(Seal)

_____
Notary Public

MARANA RESOLUTION NO. 2021-131

RELATING TO DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDED GLADDEN FARMS II SPECIFIC PLAN ADOPTED BY ORDINANCE NO. 2021.020

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the amended Gladden Farms II Specific Plan adopted by Ordinance No. 2021.020 and attached to and incorporated in the resolution as Exhibit A, one electronic and one paper copy of which are on file in the office of the Town Clerk, is hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of September, 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

GLADDEN FARMS II
SPECIFIC PLAN



TOWN OF MARANA
PCZ2104-001

Gladden Farms II
Specific Plan

Submitted to:
Town of Marana
11555 West Civic Center Drive
Marana, AZ 85653

Prepared for:
Crown West Land Group
333 East Wetmore Road, Suite 250
Tucson, AZ 85705

Prepared by:
The Planning Center
2 East Congress Street, Suite 600
Tucson, AZ 85701

THE PLANNING CENTER
a division of TPC Group, Inc
2 e congress ste 600 tucson az 85701

With assistance from:
Rick Engineering
3945 East Fort Lowell Road
Tucson, AZ 85712

RICK
ENGINEERING COMPANY

Specific Plan Adopted March 7, 2006
Amendment #1 Approval December 18, 2006 (PCZ05028)
Amendment #2 Approval March 6, 2018 (PCZ1708-002)
Amendment #3 Approval Month XX, 2021(PCZ21XX-001)

F. ANN RODRIGUEZ, RECORDER
Recorded By: LW
DEPUTY RECORDER
41

SMARA
TOWN OF MARANA
PICKUP

SEQUENCE: 20180680060
NO. PAGES: 4
03/09/2018
9:52:30

MARANA ORDINANCE NO. 2018.006

RELATING TO DEVELOPMENT; AMENDING THE GLADDEN FARMS II SPECIFIC PLAN TO REVISE THE LAND USE DESIGNATION OF BLOCK 35 FROM SINGLE FAMILY DETACHED 8 (SFD-8) TO SINGLE FAMILY DETACHED 6 (SFD-6) WITH AN AVERAGE LOT SIZE OF AT LEAST 6,600 SQUARE FEET; TO REVISE THE LAND USE DESIGNATION OF BLOCK 34 FROM COMMERCIAL (C) TO TRANSITIONAL ZONE (TR); TO REDUCE THE SIZE OF BLOCK 32 FROM 8.8 ACRES TO SIX ACRES AND INCORPORATE THE EXCESS ACREAGE INTO BLOCKS 31 AND 33 WITH THEIR CURRENTLY APPROVED SFD-6 LAND USE DESIGNATION; AND TO REVISE THE COLLECTOR ROADWAY NETWORK TO REALIGN THE EASTERN HALF OF MIKE ETTER BOULEVARD AND ELIMINATE PACHECO FARMS ROAD

WHEREAS the Gladden Farms II Specific Plan was adopted by the Mayor and Town Council March 7, 2006 by Ordinance 2006.03; and

WHEREAS the first amendment to the Gladden Farms II Specific Plan was adopted by the Mayor and Town Council Marana December 19, 2006 by Ordinance 2006.35; and

WHEREAS Crown West Realty LLC (the "Property Owner") owns approximately 435 acres of land located within portions of Section 34 and 35, Township 11 South, Range 11 East, depicted on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owner has authorized Rick Engineering Company to submit an application to amend the Gladden Farms II Specific Plan; and

WHEREAS the particular elements of the application to amend the Gladden Farms II Specific Plan have been revised since its original submission; and

WHEREAS the current version of the application to amend the Gladden Farms II Specific Plan proposes to amend the Gladden Farms II Specific Plan to revise the land use designation of Block 35 from Single Family Detached 8 (SFD-8) to Single Family Detached 6 (SFD-6) with an average lot size of at least 6,600 square feet, to revise the land use designation of Block 34 from Commercial (C) to Transitional Zone (TR), to reduce the size of Block 32 (the park) from 8.8 acres to six acres and incorporate the excess acreage acres into Blocks 31 and 33 with their currently approved SFD-6 land use designation, and to revise the collector roadway network to realign the eastern half of Mike Etter Boulevard and eliminate Pacheco Farms Road; and

WHEREAS the Marana Planning Commission held a public hearing on November 29, 2017, and voted seven to zero to recommend that the Town Council approve this amendment as it was then presented; and

WHEREAS the Marana Town Council held a public hearing on February 20, 2018, where action on this amendment was continued to March 6, 2018, by unanimously-approved motion; and

WHEREAS the Marana Town Council considered this amendment at its meeting on March 6, 2018, and determined that this amendment should be approved.

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

Section 1. The Gladden Farms II Specific Plan's Land Use Concept Plan is hereby amended by changing the land use designation of Block 35 from Single Family Detached 8 (SFD-8) to Single Family Detached 6 (SFD-6) with an average lot size of at least 6,600 square feet and by changing the land use designation of Block 34 from Commercial (C) to Transitional Zone (TR) as depicted in the specific plan amendment, attached as Exhibit "A".

Section 2. The size of Block 32 is reduced from 8.8 acres to six acres and the excess acreage will be incorporated into Blocks 31 and 33 with their currently approved SFD-6 land use designation.

Section 3. The collector roadway network is revised to realign the eastern half of Mike Etter Boulevard and eliminate Pacheco Farms Road.

Section 4. This amendment is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this amendment), and which shall be binding on the Property Owner and its successors in interest (all of whom are collectively included in the term "Property Owner" in the following conditions):

1. All of the rezoning conditions of Ordinance 2006.03 and Ordinance 2006.35 remain applicable to this project except for any conditions that have been modified by this amendment in which case the modified conditions will take precedence.
2. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including but not limited to, requirements for public improvements and payment of application fees and applicable development fees.
3. The ultimate development proposed by this amendment shall be consistent with the adopted development agreement as it may be amended.
4. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owner from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. Appropriate experts should be retained and appropriate federal and state agencies should be consulted to determine any action necessary to assure compliance with applicable laws and regulations.
5. Within 60 days after the adoption of this ordinance, the Property Owner shall provide the Planning Department with ten bound copies and three electronic copies (on CD) in PDF format of the Gladden Farms II Specific Plan document as amended by this ordinance.

Section 5. All ordinances, resolutions and motions and parts of ordinances, resolutions, and motions of the Marana Town Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of March, 2018.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

MARANA AZ
ESTABLISHED 1977

Land Use Concept Plan

EXHIBIT A



LEGEND

SFD-6	SINGLE FAMILY DETACHED		PARK
SFD-7	SINGLE FAMILY DETACHED		TRAILS
HDR	HIGH DENSITY RESIDENTIAL		OPEN SPACE OVERLAY ZONE
TR	TRANSITIONAL		ACCESS POINTS
C	COMMERCIAL		

RICK ENGINEERING COMPANY

MARANA ORDINANCE NO. 2006.35

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING A SPECIFIC PLAN AMENDMENT TO THE GLADDEN FARMS II SPECIFIC PLAN.

WHEREAS, The Gladden Farms II Specific Plan was adopted by the Marana Town Council March 7, 2006 by Ordinance 2006.03; and,

WHEREAS, The Planning Center represents the property owners of The Gladden Farms II Specific Plan that consist of approximately 636 acres of land located within portions of Sections 34 and 35, Township 11 South, Range 11 East; and,

WHEREAS, the Marana Planning Commission held a public hearing on November 15, 2006, and at said meeting voted unanimously to recommend that the Town Council approve said amendment, adopting the recommended conditions; and,

WHEREAS, the Marana Town Council heard from representatives of the owner, staff and members of the public at the regular Town Council meeting held December 19, 2006, and has determined that the amendment to the Gladden Farms II Specific Plan should be approved.

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

Section 1. The Gladden Farms II Specific Plan's Land Use Plan is hereby amended by changing the land use designation for approximately 84 acres, creating a new 8.8 acre block designated as "Park" and modifying the configuration of some of the proposed blocks due to changes in the location and sizing of the proposed roadway system, as depicted in the specific plan amendment, attached as Exhibit "A".

Section 2. The Transitional Zone (TR) and Commercial Zone (C) permitted uses of the Gladden Farms II Specific Plan are hereby amended, the development standards for the Commercial Zone is hereby amended to allow a maximum height of 80 feet for a hospital building within Block 29 and the newly created Park (P) designation and permitted uses have been added to the Gladden Farms II Specific Plan, as depicted in the specific plan amendment, attached as Exhibit "B."

Section 3. The purpose of this specific plan amendment is to modify the site to create a more subtle transition from residential to a more intense commercial area that could develop to the east due to the proximity to Interstate 10, subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this rezoning ordinance):

1. All of the rezoning conditions of Ordinance 2006.03 remain applicable to this project except for any conditions that have been modified by this amendment. In which case the modified conditions will take precedence.
2. Compliance with all applicable provisions of the Town's Codes, and Ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements.
3. The ultimate development proposed by this rezoning shall be consistent with the adopted Development Agreement as amended.
4. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the applicant or the land owner from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. Appropriate experts should be retained and appropriate federal and state agencies should be consulted to determine any action necessary to assure compliance with applicable laws and regulations.
5. The Developer shall dedicate, or cause to have dedicated, the necessary rights-of-way for Moore Road and Clark Farms Boulevard as agreed upon in the Development Agreement.
6. The Developer will continue to work with El Paso Natural Gas regarding pipe line issues. All issues must be resolved prior to improvement plans and or Final Plat being approved.
7. Upon adoption of the ordinance by the Mayor and Council approving the Gladden Farms II Specific Plan amendment, the applicant shall provide the planning department with the following final edition of the revised Gladden Farms II Specific Plan: one non-bound original; forty bound copies; and, one digital copy in Microsoft Word or other acceptable format, within sixty days of the adoption.

Section 4. All Ordinances, Resolutions and Motions and parts of Ordinances, Resolutions, and Motions of the Marana Town Council in conflict with the provisions of this Ordinance are hereby repealed, effective as of the effective date of Ordinance No. 2006.35.

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, such decision shall not affect the validity of the remaining portions hereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of December, 2006.

Ed Honea, Mayor

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

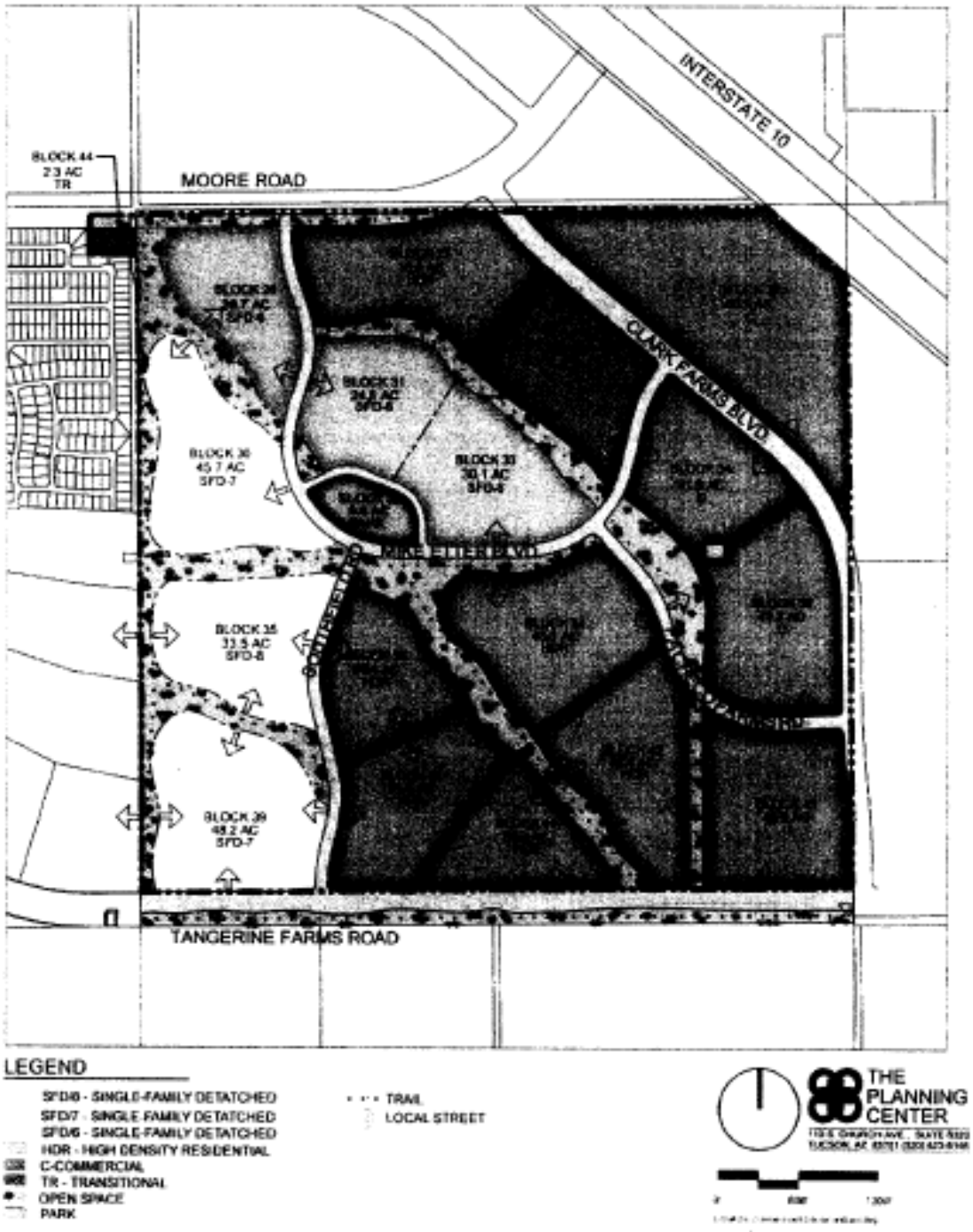
Frank Cassidy, Town Attorney

EXHIBIT A

PAGE 1 of 2

Development Plan

Exhibit III.E.1: Land Use Concept Plan



Development Plan

Gladden Farms Specific Plan
Land Use Concept

Block	Gross Acreage	Net Acreage	Designation	Target Unit #
26	28.7	20.7	SFD-6	104
27	36.9	31.1	HDR	218
28	30.9	25.7	TR	514
29	63.9	56.5	C	N/A
30	45.7	29.6	SFD-7	134
31	24.8	20.9	SFD-6	105
32	8.8	6.8	P	N/A
33	30.1	25.1	SFD-6	126
34	31.9	22.9	C	N/A
35	33.5	25.6	SFD-8	103
36	26.1	20.5	HDR	144
37	43.3	32.7	HDR	229
38	41.2	32.1	C	N/A
39	48.2	32.4	SFD-7	146
40	31.2	25.6	HDR	180
41	32.9	20.2	HDR	142
42	35.4	28.5	HDR	200
43	40.5	30.0	C	N/A
44	2.3	1.4	TR	0
Total Acres	636.3	488.3		
Open Space Overlay Zone/Drainage	72.2			
Roads	75.84			

Target Units: 1,975 single-family units; 370 individual units of multi-family housing.Overall Density: 4 RAC

KEY:
SFD-8: Single-Family Detached
SFD-7: Single-Family Detached
SFD-6: Single-Family Detached
HDR: High Density Residential
TR: Transitional
C: Commercial
P: Park

EXHIBIT B

Development Regulations

5. Transitional Zone (TR)

a. *Permitted Uses*

- Any Use Listed in High Density Residential*
- Professional/ ~~Medical~~/General Office
- Dental and Medical Office or Clinic
- Personal Services
- Government/Public Service Facilities
- Retail and Wholesale Uses**
- Restaurant and Food Service**
- Model Home Sales Center

*Single-Family Residential Attached and Multi-Family not allowed in Block ~~21~~44

**Not allowed in Block ~~21~~44

a. *Accessory Uses*

- Carports and Garages
- Swimming Pools, Spas, and Other Related Structures
- Tennis courts

a. *Conditional Uses*

- Child care facilities
- Group homes
- Educational facilities
- Restaurant and Food Service with drive-thru service

Development Standards—Residential

- See High Density Residential

a. *Development Standards—Non-Residential*

- Minimum Site Area: None
- Maximum Lot Coverage: 35%
- Minimum Setbacks
  - Front (Street): 25 feet
  - Side: 20 feet
  - Rear: 20 feet
  - Adjacent to residential land use designation: 1 foot for every foot in building height, half of the setback shall be landscaped; minimum 25-foot setback with a minimum 15-foot landscape buffer
- Maximum Building Height: 50 feet***

***May not exceed 30 feet in Block ~~21~~44.

6. Commercial (C)

a. Permitted Uses

- Banks and Financial Institutions
- Professional/ ~~Medical~~/General Office
- Dental and Medical Office or Clinic
- Restaurant (including carry-out and drive-thru)
- Retail and Wholesale Uses
- Recreational Uses
- Personal Services
- Government/Public Service Facilities
- Religious Uses
- Daycare
- Supermarkets
- Private Schools
- Laundromats
- Home Improvement Centers
- Pet and Pet Supply Stores
- Theaters, not including drive-ins
- Medical/Healthcare/Extended Care Facilities,* *including:*
  - Acute Care Hospital with helicopter landing*
  - Surgical Center*
  - Endoscopy Center*
  - Specialty Hospital*
  - Emergency Care Center*
  - Urgent Care Center*
  - Physical Therapy*
  - Rehabilitation Center*
  - Extended Care Facility*
  - Home Health Service*
  - Birthing Center*
  - Health Maintenance Organization or Similar Direct Care Provider*
  - Outpatient Imaging or Testing Center*
  - Permanent emergency diesel fuel storage (in conjunction with hospital)*
  - Parking Structures*
  - Other hospital related uses subject to approval by the Planning Director*
- Automobile Sales*
- Personal Storage*
- Lodging Facilities*

*These uses only allowed in Block 29

b. Conditional Uses

- Automobile Service Stations
- Car Washes

- Convenience Stores
- Multi-Family Residential

c. *Development Standards*

- Minimum Site Area: None
- Maximum Lot Coverage: 35%
- Minimum Site Setbacks
  - Front (Street): 25 feet
  - Side: 20 feet
  - Rear: 20 feet
  - Adjacent to residential: 40 feet
- Maximum Building Height: 50 feet
- Maximum Hospital Building Height: 80 feet
- Building Separation: Per Building Code

7. Park

a. *Permitted Uses*

- Dog Park
- Play Equipment
- Ramadas and Picnic Tables
- Recreation Centers
- Trails
- Water Splash Park
- Pool

MARANA ORDINANCE NO. 2006.03

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING A REZONING TO CREATE THE GLADDEN FARMS II SPECIFIC PLAN.

WHEREAS, The Planning Center represents the property owners of approximately 636 acres of land located within portions of Sections 34 and 35, Township 11 South, Range 11 East, as depicted on Exhibit "A" and Exhibit "B", attached hereto and incorporated herein by this reference; and,

WHEREAS, the Marana Planning Commission held a public hearing on December 14, 2005, and at said meeting voted unanimously to recommend that the Town Council approve said rezoning, adopting the recommended conditions; and,

WHEREAS, the Marana Town Council heard from representatives of the owner, staff and members of the public at the regular Town Council meeting held March 7, 2006 and has determined that the rezoning meets the criteria for a minor amendment to the General Plan, changing the land use designation from Medium Density Residential and Corridor Commerce to Master Planning Area, and should be approved.

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

Section 1. A minor amendment to the General Plan of approximately 636-acres of land located within portions of Sections 34 and 35, Township 11 South, Range 11 East, east of the existing Gladden Farms development, south of Moore Road and north of the future Tangerine Farms Road (the "Rezoning Area"), changing the land use designation from Medium Density Residential and Corridor Commerce to Master Planning Area.

Section 2. The zoning of approximately 636-acres of land located within portions of Sections 34 and 35, Township 11 South, Range 11 East, east of the existing Gladden Farms development, south of Moore Road and north of the future Tangerine Farms Road (the "Rezoning Area"), is hereby changed from Zone "C" (Large Lot Zone) to "F" (Specific Plan) creating the Gladden Farms II Specific Plan.

Section 3. The purpose of this rezoning is to allow the use of the Rezoning Area for mix of residential densities and housing types, commercial uses and recreation and open space, subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this rezoning ordinance):

1. Compliance with all applicable provisions of the Town's Codes and Ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements.
2. The ultimate development proposed by this rezoning shall be consistent with the adopted development agreement.
3. The property owner shall not cause any lot split of any kind without the written consent of the Town of Marana.
4. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the applicant or the land owner from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. Appropriate experts should be retained and appropriate federal and state agencies should be consulted to determine any action necessary to assure compliance with applicable laws and regulations.
5. The developer shall dedicate, or cause to have dedicated, the necessary rights-of-way for Moore Road and Clark Farms Boulevard with the recording of the final block plat or within 60 days of demand by the Town.
6. A water service agreement shall be submitted by the developer and accepted by the Utilities Director prior to the Water Master Plan being accepted by the Utilities Director.
7. A sewer service agreement shall be submitted by the developer and accepted by Pima County Wastewater Management and the Town Engineer prior to the Sewer Master Plan being accepted.
8. Installation of dual water lines shall be required per the adopted Northwest Marana Area Plan.
9. Potential buyers shall be notified that some or all of the property in this rezoning is subject to an annual tax and assessment by Cortaro Marana Irrigation District and Cortaro Water Users' Association.
10. The developer shall record an avigation easement with the recording of the final block plat.
11. Upon adoption of the ordinance by the Mayor and Council approving the Gladden Farms II Specific Plan, the applicant shall provide the planning department with the following final edition of the Gladden Farms II Specific Plan: one non-bound original; forty bound copies; and, one digital copy in Microsoft Word or other acceptable format, within 60 days of the adoption.

Section 4. All Ordinances, Resolutions and Motions and parts of Ordinances, Resolutions, and Motions of the Marana Town Council in conflict with the provisions of this Ordinance are hereby repealed, effective as of the effective date of Ordinance No. 2006.03.

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, such decision shall not affect the validity of the remaining portions hereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of March, 2006.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

TOWN OF MARANA CORPORATE SEAL ARIZ. 1977

EXHIBIT "A"

That part of Section 35, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, lying South and West of the Southwest right of way line of the relocated Tucson-Picacho Highway, Federal Interstate Project 94, as it existed on May 15, 1950;

EXCEPT THEREFROM the right of way for Moore Road, formerly Grier Road, over the North 30 feet thereof, as shown on the map recorded in Book 2 of Road Maps, Pages 126 through 129;

AND EXCEPT THEREFROM the following two well sites belonging to Cortaro Water Users' Association:

Marana Well No. 13

That portion of the Southeast quarter of the Southeast quarter of Section 35, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, particularly bounded and described as follows:

BEGINNING at a point which is 62.5 feet Northerly and 25 feet Westerly from the Southeast corner of said Section 35;

THENCE Westerly 62.5 feet from and parallel to the South boundary line of said Section 35, a distance of 26.8 feet to a point which intersects the Northeast right-of-way line of the Cortaro Water Users' Lateral No. 6-1/2;

THENCE in a Northwesterly direction along the said right-of-way line of Cortaro Water Users' Lateral No. 6-1/2 a distance of 109.3 feet to a point;

THENCE Easterly, 150 feet from and parallel to the South boundary line of said Section 35, a distance of 92.25 feet to a point;

THENCE Southerly 25 feet from and parallel to the East boundary line of said Section 35, a distance of 87.5 feet to the POINT OF BEGINNING;

Marana Well No. 14

That portion of the Southeast quarter of the Northeast quarter of Section 35, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, particularly bounded and described as follows:

BEGINNING at a point which is 938.65 feet Westerly and 50 feet Northerly from the East quarter corner of said Section;

THENCE Westerly 50 feet from and parallel to the East and West center line of said Section 35, a distance of 135 feet to a point;

THENCE Northerly 1073.65 feet from and parallel to the East line of the said Southeast quarter of the Northeast quarter of Section 35, 100 feet to a point;

Exhibit A to Marana Ordinance 2006.03

THENCE Easterly 150 feet from and parallel to the East and West center line of said Section 35, 135 feet to a point;

THENCE Southerly 938.65 feet from and parallel to the East line of the said Southeast quarter of the Northeast quarter of Section 35, 100 feet to the POINT OF BEGINNING;

AND EXCEPT THEREFROM the following portion conveyed to Cortaro Marana Irrigation District in the Deed recorded in Docket 1968, Page 585:

BEGINNING at a point on the North line of said Section 35, said point being South 89°49'00" West, 591.06 feet from the Northeast corner of said Section 35;

THENCE South 49°37'00" East along the Southwesterly right of way line of Interstate 10, 357.77 feet;

THENCE South 49°53'00" East, 419.03 feet to the East line of said Section 35;

THENCE South 0°15'00" East, 32.81 feet along said East line;

THENCE South 49°53'00" West, 448.44 feet;

THENCE North 49°37'00" West, 386.97 feet to the aforesaid North line of Section 35;

THENCE North 89°49'00" East, 38.44 feet to the POINT OF BEGINNING;

AND EXCEPT THEREFROM a strip of land 110 feet in width conveyed to the State of Ariozna, by and through its State Highway Commission in the Deed recorded in Docket 2003, Page 408 described as follows:

BEGINNING at the point of intersection of the existing Southwest right of way line of the existing Casa Grande-Tucson Highway with the East line of Section 35, from whence the Northeast corner of said Section 35 bears Northerly 359.70 feet;

THENCE North 49°53'00" West along said existing Southwest right of way line, a distance of 325.42 feet;

THENCE North 49°37'00' West continuing along said existing Southwest right of way line, a distance of 229.27 feet, to a point on the North line of said Section;

THENCE Westerly along said North section line, a distance of 169.15 feet;

THENCE South 49°37'00" East 357.77 feet;

THENCE South 49°53'00" East 419.03 feet to a point on the aforesaid East line of Section 35;

THENCE Northerly along East section line, a distance of 144.38 feet, to the POINT OF BEGINNING;

AND EXCEPT THEREFROM the East 50 feet of the South 35 feet of the Southeast quarter of said Section 35, conveyed to Pima County in the Deed recorded in Docket 6411, Page 1237.

Exhibit "B"

The South 292.00 feet of the North 322.00 feet of the East 357.00 feet of the Northeast quarter of the Northeast quarter of Section 34, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona.

Exhibit B to Marana Ordinance 2006.03

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: PH
DEPUTY RECORDER
3056 PE2

SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
11555 W CIVIC CENTER DR
MARANA AZ 85653

DOCKET: 12698
PAGE: 3652
NO. OF PAGES: 15
SEQUENCE: 20052390734
12/12/2005
ORDIN 16:56

MAIL
AMOUNT PAID $ 13.00

MARANA ORDINANCE NO. 2005.26

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING A MULTI-BLOCK REZONING FOR GLADDEN FARMS.

WHEREAS, Rick Engineering represents the property owners of multiple blocks within the Gladden Farms Development with a combined land area of approximately 80 acres located east of the Honea Heights development, south of Moore Road and north of the Santa Cruz River within a portion of Sections 33 and 34, Township 11 South, Range 11 East, as described on Exhibit "A", attached hereto and incorporated herein by this reference; and,

WHEREAS, the Marana Planning Commission held a public hearing on November 2, 2005, and at said meeting voted 6-0 to recommend that the Town Council approve said rezoning; and,

WHEREAS, the Marana Town Council heard from representatives of the owner, staff and members of the public at the regular Town Council meeting held December 6, 2005, and has determined that the rezoning should be approved;

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

Section 1. The rezoning of approximately 80 acres of land as described below is located east of the Honea Heights development, south of Moore Road and north of the Santa Cruz River complies with the General Plan.

	Current Zoning	Proposed Zoning	Acreage
Block 7 and Block 13	R-16	R-8	29
A Portion of Block E	R-144	R-7	1.5
Block 20	R-7	R-8	19
Block 22	R-7	R-6	19
A Portion of Block 24	R-6	VC	7
A Portion of Block A	R-144	R-8	2.4

Section 2. The intent of the rezoning is to allow the use of the rezoned area for single family detached homes and village commercial development. This rezoning is subject to the following condition, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this rezoning ordinance):

1. Compliance with all provisions of the town's Codes, Ordinances, and policies at the time of

any subsequent development.

Section 3. All Ordinances, Resolutions and Motions and parts of Ordinances, Resolutions, and Motions of the Marana Town Council in conflict with the provisions of this Ordinance are hereby repealed, effective as of the effective date of Ordinance No. 2005.26.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of December, 2005.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

TOWN OF MARANA CORPORATE SEAL 1977

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

MOVING ORDER

Exhibit A
LEGAL DESCRIPTIONS

For

Gladden Farms Multi-Block Rezoning

PCZ-04078

Exhibit A to Marana Ordinance No. 2005.26

RICK™
ENGINEERING COMPANY

LEGAL DESCRIPTION

BLOCK 7 OF **GLADDEN FARMS BLOCKS 1 THRU 25 AND A THRU F**, A SUBDIVISION OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 55 OF MAPS AND PLATS AT PAGE 60, RECORDS OF THE PIMA COUNTY RECORDER, ARIZONA TOGETHER WITH **BLOCK 13** OF **GLADDEN FARMS BLOCKS 13, 14, 15**, A SUBDIVISION OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 59 OF MAPS AND PLATS AT PAGE 31, SAID RECORDS OF THE PIMA COUNTY RECORDER, **EXCEPT** THAT PORTION OF SAID **BLOCK 13** LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID **BLOCK 13**;

THENCE NORTH 0°30'16" WEST 191.08 FEET UPON THE SOUTH LINE OF SAID **BLOCK 13** AND UPON A LINE 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34 OF TOWNSHIP 11 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER MERIDIAN TO AN ANGLE POINT IN THE SOUTH LINE OF SAID **BLOCK 13**;

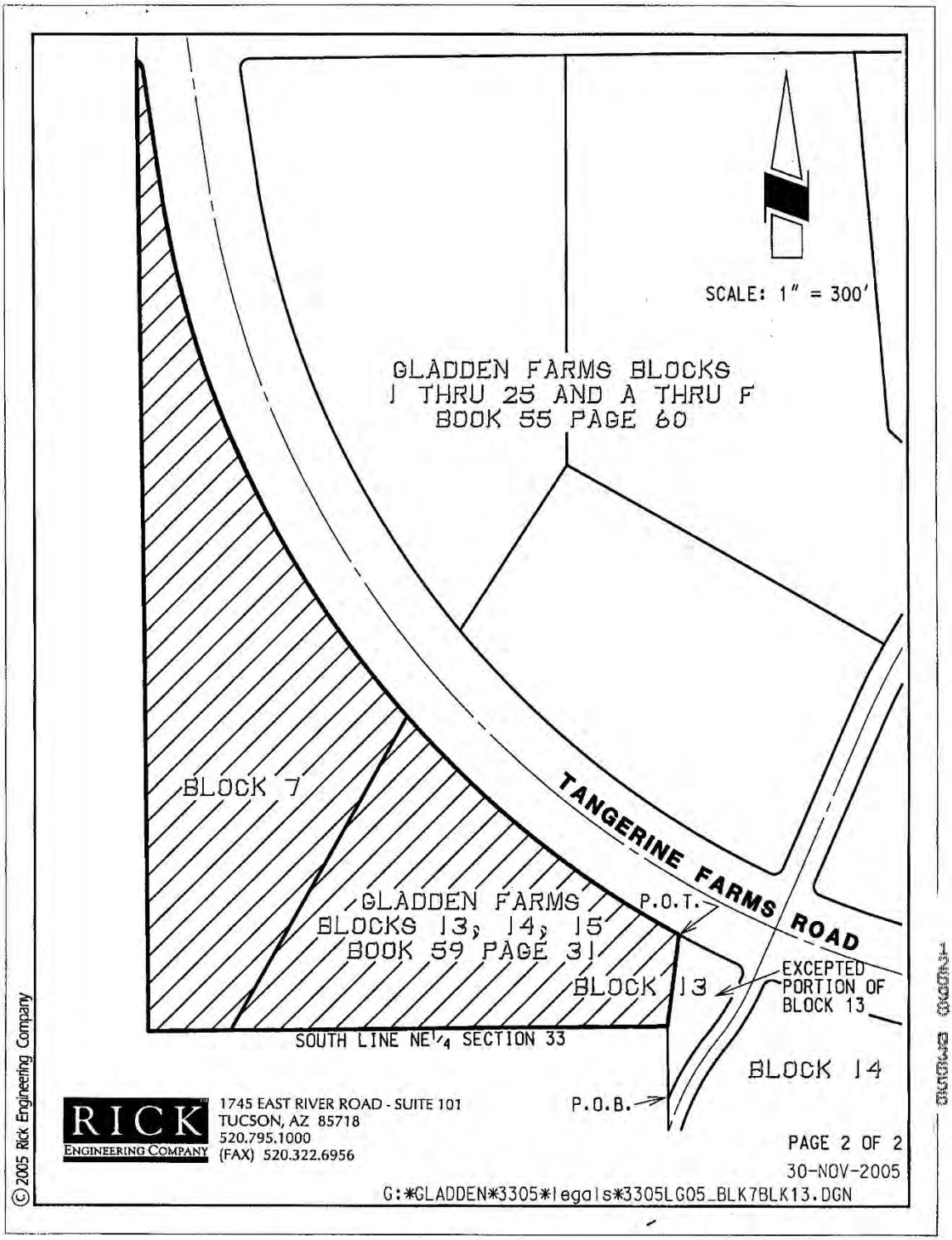
THENCE, DEPARTING SAID SOUTH LINE, NORTH 7°05'20" EAST 240.11 FEET TO THE **POINT OF TERMINUS** ON THE SOUTH RIGHT OF WAY LINE OF TANGERINE FARMS ROAD AS SHOWN ON THE PLATS OF SAID **GLADDEN FARMS BLOCKS 13, 14, 15.**

TOTAL AREA CONTAINING 29.798 ACRES, MORE OR LESS.

\\Srv_tuc1\Projdat2\GLADDEN\3305\legals\3305LG05_BLK7BLK13.DOC

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29264
MARY T.
HIDALGO
Date Signed 11-8-21
ARIZONA, U.S.A.

1745 East River Road • Suite 101 • Tucson • Arizona • 85718 • (520) 795-1000 • Fax: (520) 322-6956 • www.rickengineering.com


SCALE: 1" = 300'
GLADDEN FARMS BLOCKS
1 THRU 25 AND A THRU F
BOOK 55 PAGE 60
BLOCK 7
TANGERINE FARMS ROAD
GLADDEN FARMS
BLOCKS 13, 14, 15
BOOK 59 PAGE 31
P.O.T.
BLOCK 13
EXCEPTED
PORTION OF
BLOCK 13
SOUTH LINE NE1/4 SECTION 33
BLOCK 14
P.O.B.
RICK
ENGINEERING COMPANY
1745 EAST RIVER ROAD - SUITE 101
TUCSON, AZ 85718
520.795.1000
(FAX) 520.322.6956
PAGE 2 OF 2
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LEGAL DESCRIPTION

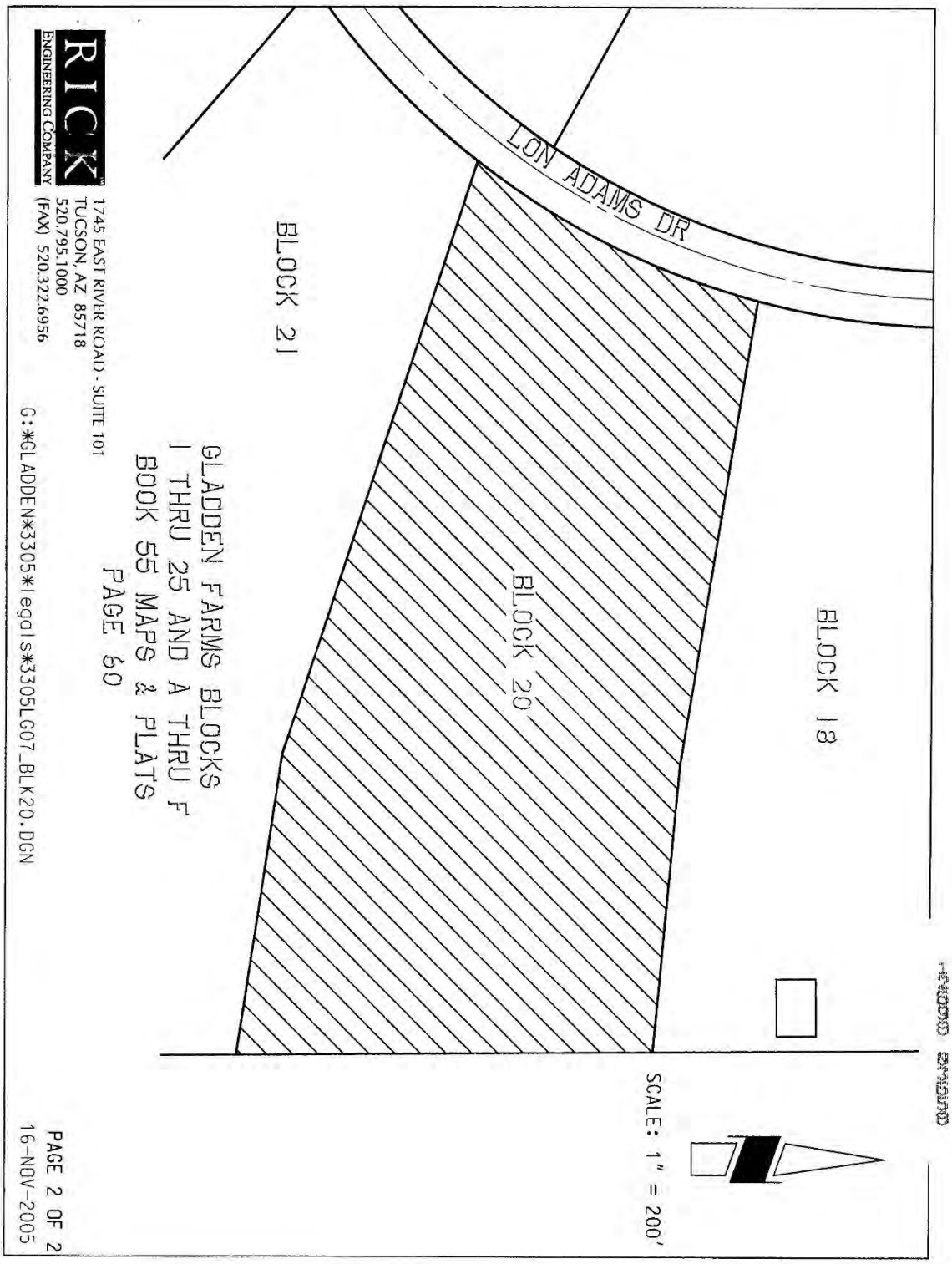
ALL OF **BLOCK 20** OF **GLADDEN FARMS BLOCKS 1 THRU 25 AND A THRU F**, A SUBDIVISION OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 55 OF MAPS AND PLATS AT PAGE 60, RECORDS OF THE PIMA COUNTY RECORDER, ARIZONA.

CONTAINING 18.650 ACRES, MORE OR LESS.

\\Srv_tuc1\Projdat2\GLADDEN\3305\legals\3305LG07_BLK20.DOC



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LON ADAMS DR
BLOCK 18
BLOCK 20
BLOCK 21
GLADDEN FARMS BLOCKS
1 THRU 25 AND A THRU F
BOOK 55 MAPS & PLATS
PAGE 60
SCALE: 1" = 200'
RICK
ENGINEERING COMPANY
1745 EAST RIVER ROAD - SUITE 101
TUCSON, AZ 85718
520.795.1000
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PAGE 2 OF 2
16-NOV-2005

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ENGINEERING COMPANY

LEGAL DESCRIPTION

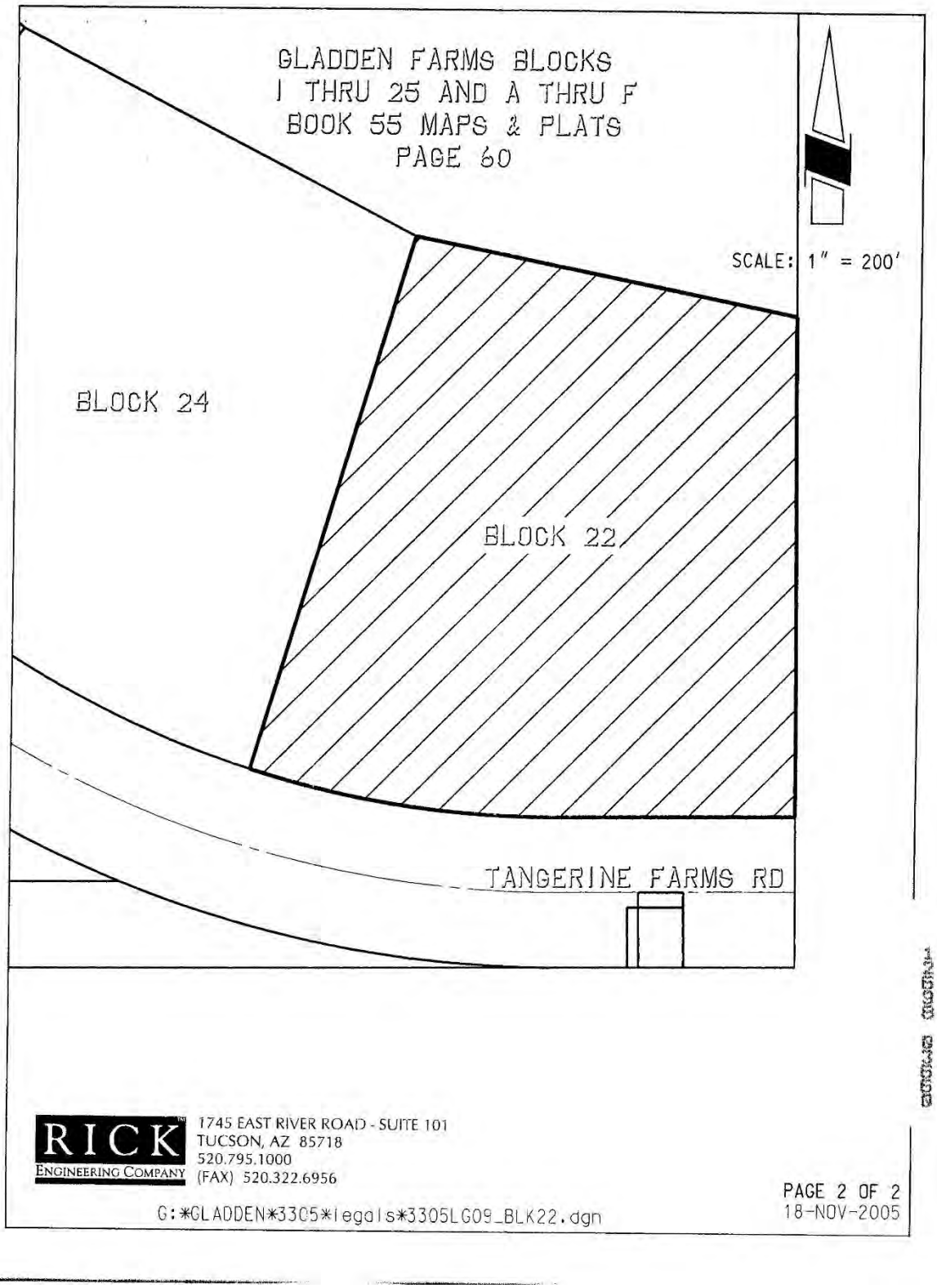
ALL OF **BLOCK 22** OF **GLADDEN FARMS BLOCKS 1 THRU 25 AND A THRU F**, A SUBDIVISION OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 55 OF MAPS AND PLATS AT PAGE 60, RECORDS OF THE PIMA COUNTY RECORDER, ARIZONA.

CONTAINING 18.650 ACRES, MORE OR LESS.

G:\GLADDEN\3305\legals\3305LG09_BLK22.DOC



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RICK ENGINEERING COMPANY
1745 EAST RIVER ROAD - SUITE 101
TUCSON, AZ 85718
520.795.1000
(FAX) 520.322.6956

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PAGE 2 OF 2
18-NOV-2005

RICK™
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LEGAL DESCRIPTION

A PORTION OF **BLOCK 24** OF **GLADDEN FARMS BLOCKS 1 THRU 25 AND A THRU F**, A SUBDIVISION OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 55 OF MAPS AND PLATS AT PAGE 60, RECORDS OF THE PIMA COUNTY RECORDER, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID **BLOCK 24**, ON THE NORTHERLY RIGHT OF WAY LINE OF **TANGERINE FARMS ROAD**, AS SHOWN ON THE PLAT OF SAID **GLADDEN FARMS;**

THENCE NORTH 37°34'08" EAST 887.23 FEET UPON THE WEST LINE OF SAID **BLOCK 24** TO THE NORTHWEST CORNER OF SAID **BLOCK 24**;

THENCE SOUTH 62°51'29" EAST 53.31 FEET UPON THE NORTH LINE OF SAID **BLOCK 24**;

THENCE SOUTH 9°46'30" WEST 961.32 FEET TO THE SOUTHERLY LINE OF SAID BLOCK 24 ON SAID NORTHERLY RIGHT OF WAY LINE OF **TANGERINE FARMS ROAD**;

THENCE NORTH 58°00'22" WEST 366.61 FEET UPON SAID SOUTHERLY LINE TO A TANGENT CURVE CONCAVE NORTHEASTERLY;

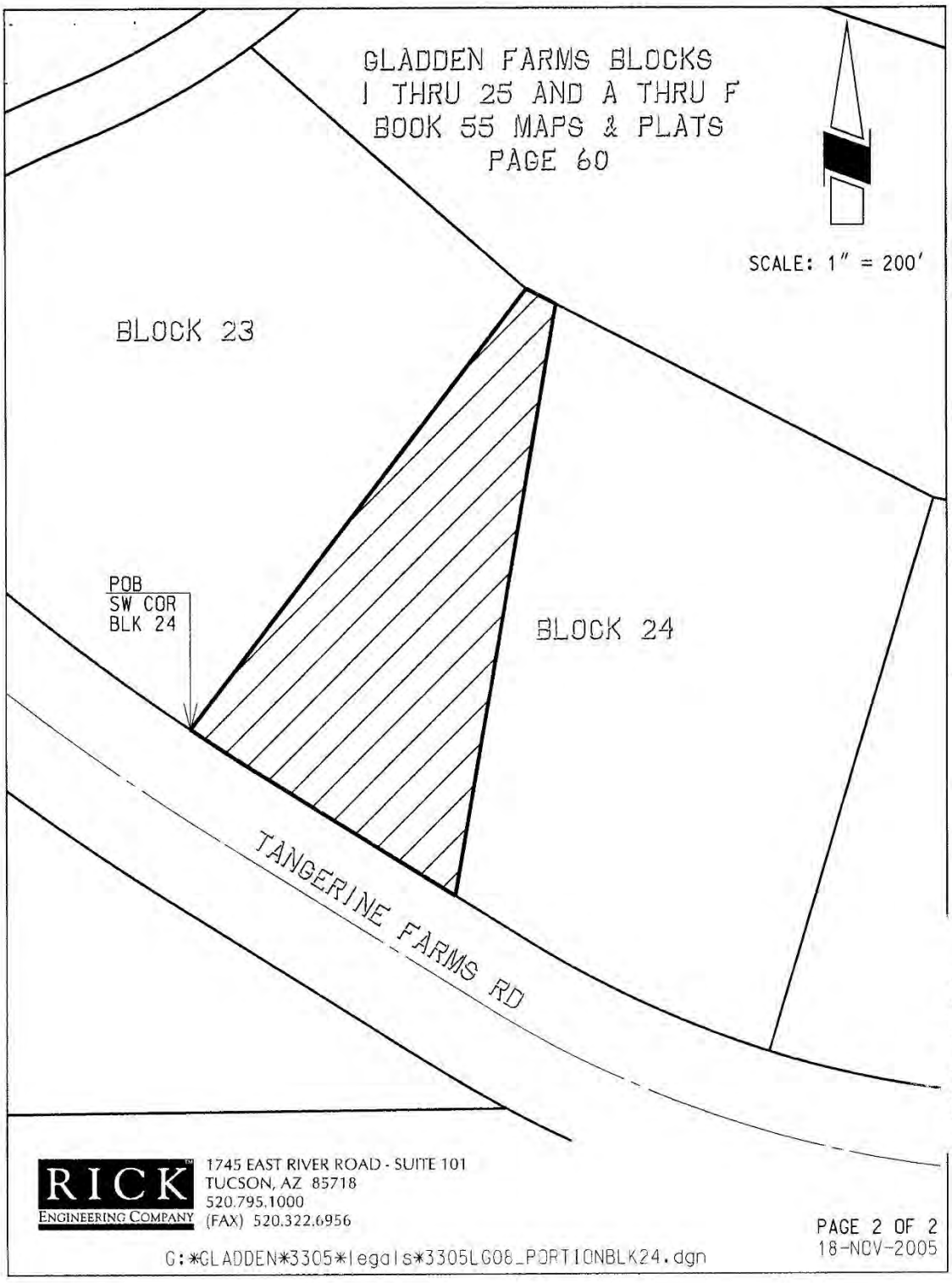
THENCE NORTHWESTERLY, UPON SAID SOUTHERLY LINE, UPON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3875.00 FEET AND A CENTRAL ANGLE OF 2°00'52", FOR AN ARC DISTANCE OF 136.25 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 247,058 SQUARE FEET OR 5.672 ACRES, MORE OR LESS.

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GLADDEN FARMS BLOCKS
1 THRU 25 AND A THRU F
BOOK 55 MAPS & PLATS
PAGE 60
SCALE: 1" = 200'
BLOCK 23
BLOCK 24
POB
SW COR
BLK 24
TANGERINE FARMS RD
RICK
ENGINEERING COMPANY
1745 EAST RIVER ROAD - SUITE 101
TUCSON, AZ 85718
520.795.1000
(FAX) 520.322.6956
PAGE 2 OF 2
18-NOV-2005
G:*GLADDEN*3305*legals*3305LG08_PORTIONBLK24.dgn

RICK™
ENGINEERING COMPANY

LEGAL DESCRIPTION

THAT PORTION OF **BLOCK A** OF **GLADDEN FARMS BLOCKS 1 THRU 25 AND A THRU F**, A SUBDIVISION OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 55 OF MAPS AND PLATS AT PAGE 60, RECORDS OF THE PIMA COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID **BLOCK A**;

THENCE SOUTH 89°22'30" WEST 1047.73 FEET UPON THE SOUTH LINE OF THE EASTERLY PORTION OF SAID **BLOCK A**;

THENCE NORTH 68°24'26" WEST 303.73 FEET TO A POINT OF CUSP ON THE NORTH LINE OF SAID EASTERLY PORTION OF **BLOCK A**, SAID NORTH LINE BEING THE ARC OF A TANGENT CURVE CONCAVE NORTHERLY, THE RADIUS POINT OF SAID CURVE BEARS NORTH 21°35'34" EAST;

THENCE EASTERLY UPON SAID NORTH LINE AND UPON SAID ARC, TO THE LEFT, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 22°13'04", FOR AN ARC DISTANCE OF 77.56 FEET TO A TANGENT LINE;

THENCE NORTH 89°22'30" EAST 1045.82 FEET UPON SAID NORTH LINE TO THE EAST LINE OF SAID **BLOCK A**, BEING ALSO THE SOUTHWEST RIGHT OF WAY LINE OF **TANGERINE FARMS ROAD** AS SHOWN ON THE PLAT OF SAID **GLADDEN FARMS**, SAID LINE BEING THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, THE RADIUS POINT OF SAID CURVE BEARS NORTH 28°32'19" EAST;

THENCE SOUTHEASTERLY UPON SAID EAST LINE, UPON SAID RIGHT OF WAY LINE AND UPON SAID ARC, TO THE LEFT, HAVING A RADIUS OF 1925.00 FEET AND A CENTRAL ANGLE OF 6°51'33", FOR AN ARC DISTANCE OF 230.45 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 106,210 SQUARE FEET OR 2.438 ACRES, MORE OR LESS.

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF A PARCEL
IN SECTION 34, TOWNSHIP 11 SOUTH, RANGE 11 EAST
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

RICK ENGINEERING COMPANY
1745 EAST RIVER ROAD - SUITE 101
TUCSON, AZ 85718
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PAGE 2 OF 2
03-MAY-2005
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LEGAL DESCRIPTION

A PORTION OF **BLOCK E** OF **GLADDEN FARMS BLOCKS 1 THRU 25 AND A THRU F**, A SUBDIVISION OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 55 OF MAPS AND PLATS AT PAGE 60, RECORDS OF THE PIMA COUNTY RECORDER, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID **BLOCK E** ON THE NORTH RIGHT OF WAY LINE OF TANGERINE ROAD, AS SHOWN ON SAID PLAT OF **GLADDEN FARMS,** ON THE ARC OF A CURVE CONCAVE WESTERLY, THE RADIUS POINT OF SAID CURVE BEARS NORTH 60°11'40" WEST;

THENCE NORTHERLY UPON THE WESTERLY LINE OF SAID **BLOCK E,** AND UPON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1380.00 FEET AND A CENTRAL ANGLE OF 34°10'50", FOR AN ARC DISTANCE OF 823.26 FEET TO A POINT OF REVERSE CURVATURE CONCAVE EASTERLY;

THENCE NORTHERLY UPON THE WESTERLY LINE OF SAID **BLOCK E**, UPON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 8°14'00", FOR AN ARC DISTANCE OF 68.98 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 29°39'11" EAST 32.27 FEET;
THENCE SOUTH 22°14'09" EAST 84.29 FEET;
THENCE SOUTH 11°30'19" EAST 65.29 FEET;
THENCE SOUTH 2°51'54" EAST 89.06 FEET;
THENCE SOUTH 5°46'30" WEST 65.29 FEET;
THENCE SOUTH 16°30'20" WEST 84.29 FEET;
THENCE SOUTH 27°14'10" WEST 84.29 FEET;
THENCE SOUTH 16°16'45" WEST 58.30 FEET;
THENCE SOUTH 32°29'25" EAST 76.63 FEET;
THENCE SOUTH 24°47'57" EAST 54.32 FEET;
THENCE SOUTH 5°15'08" EAST 54.32 FEET;
THENCE SOUTH 14°17'41" WEST 54.32 FEET;
THENCE SOUTH 33°50'30" WEST 54.32 FEET;
THENCE SOUTH 53°18'46" WEST 54.33 FEET;

THENCE SOUTH 64°53'24" WEST 127.60 FEET TO THE SOUTHERLY LINE OF SAID **BLOCK E** ON THE NORTHERLY RIGHT OF WAY LINE OF **TANGERINE FARMS ROAD**;

THENCE NORTH 40°59'00" WEST 37.00 FEET, UPON SAID RIGHT OF WAY LINE TO THE **POINT OF BEGINNING.**

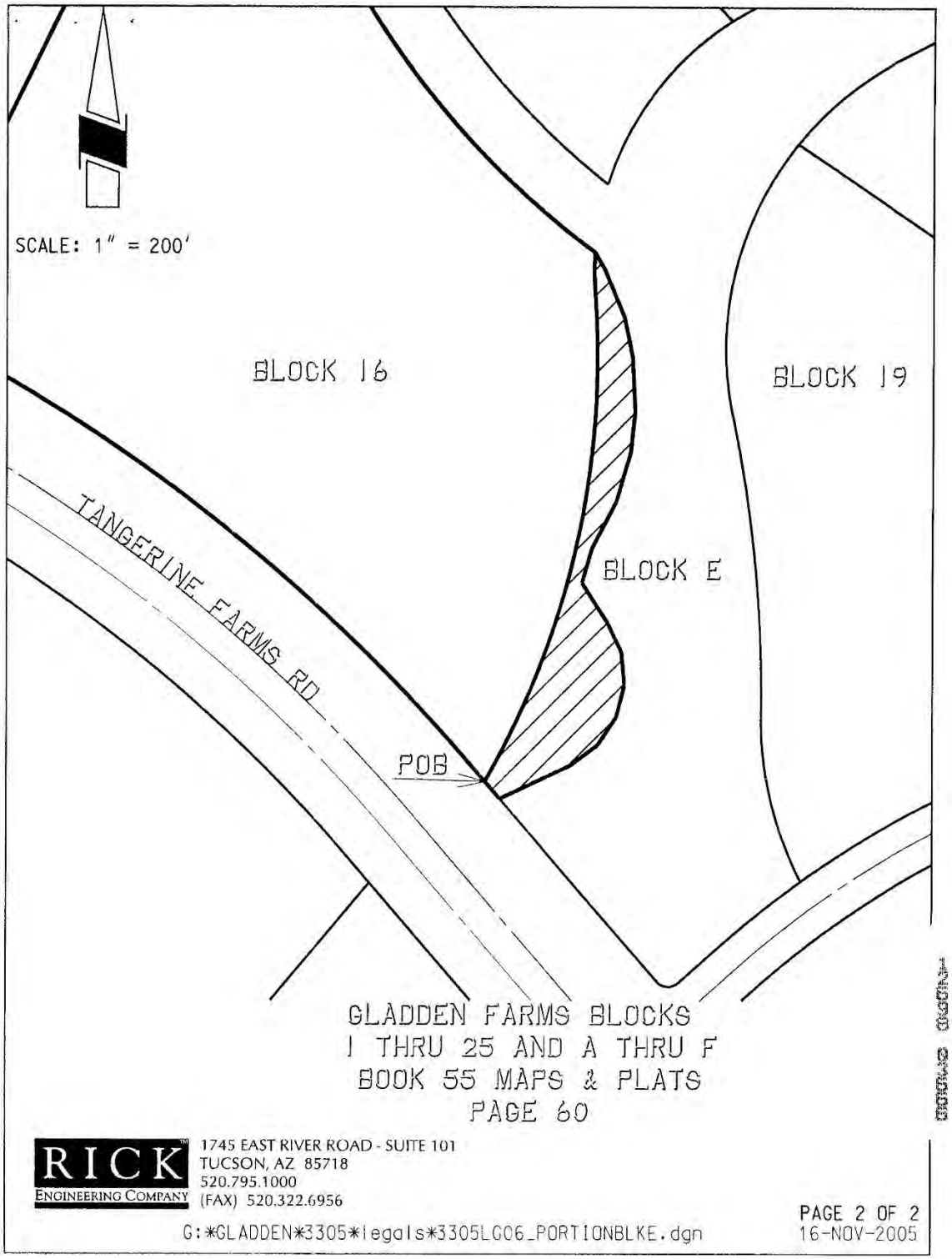
CONTAINING 63,605 SQUARE FEET OR 1.460 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29264
MARY T.
HIDALGO
Date Signed 11/9/05
ARIZONA U.S.A.

Mary T. Hidalgo

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SCALE: 1" = 200'
BLOCK 16
BLOCK 19
BLOCK E
TANGERINE FARMS RD
POB
GLADDEN FARMS BLOCKS
I THRU 25 AND A THRU F
BOOK 55 MAPS & PLATS
PAGE 60
RICK
ENGINEERING COMPANY
1745 EAST RIVER ROAD - SUITE 101
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PAGE 2 OF 2
16-NOV-2005

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: KYG
DEPUTY RECORDER
9639 ROOF

SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
13251 N LON ADAMS RD
MARANA AZ 85653

DOCKET: 11422
PAGE: 1805
NO. OF PAGES: 31
SEQUENCE: 20002180577
11/09/2000
ORDIN 16:08

MAIL

AMOUNT PAID $ 21.00

MARANA ORDINANCE NO. 2000.09

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, APPROVING A REZONE REQUEST BY GLADDEN FARMS, L.L.C., TO REZONE APPROXIMATELY 714 ACRES OF LAND LOCATED NORTH OF TANGERINE ROAD, WEST OF POSTVALE ROAD AND SOUTH OF MOORE ROAD, IN SECTION 34, TOWNSHIP 11 SOUTH, RANGE 11 EAST AND A PORTION OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 11 EAST, FROM "ZONE C," "ZONE A" AND ZONE "D" TO APPROXIMATELY 41 ACRES OF "VC," 244 ACRES OF "R-6," 137 ACRES "R-7," 118 ACRES "R-8," 30 ACRES "R-16," AND 144 ACRES "R-144," ASSESSOR'S PARCEL NUMBERS 217-49-0010, 217-53-008E, 217-53-008F AND 217-53-008H.

WHEREAS, Gladden Farms, L.L.C. is the owner of approximately 714 acres of Land Located North of Tangerine Road, West of Postvale Road and South of Moore Road, as depicted on Exhibit A, attached hereto and incorporated herein by this reference, and are more specifically described as Section 34, Township 11 South, Range 11 East and a Portion of Section 33, Township 11 South, Range 11 East; and

WHEREAS, Gladden Farms, L.L.C. has requested a rezone of the 717 acre property from "Zone C," "Zone A" and Zone "D" to approximately 41 acres of "VC," 244 acres of "R-6," 137 acres "R-7," 118 acres "R-8," 30 acres "R-16," and 144 acres "R-144," rezoning requests more particularly described in Exhibit B, attached hereto and incorporated herein by this reference; and

WHEREAS, in reviewing the rezoning request, Staff recommended to the Planning and Zoning Commission the approval of the rezoning request subject to nineteen conditions; and

WHEREAS, the Marana Planning Commission, after a public hearing, considered this request for a rezone on May 31, 2000, and voted to recommend that the Town Council approve said rezone for the purpose of integrating the two subject parcels into the planned community, adopting all nineteen recommended staff conditions and placing one more recommended condition on the request's approval by the Town Council; and

WHEREAS, the Marana Town Council heard from the representative of the owner, staff and members of the public at the regular Town Council meeting held July 5, 2000, and has determined that the rezone is in conformity with the General Plan and should be approved.

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

11422 1805

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Section 1. The zoning of approximately 717 acres located in Section 34, Township 11 South, Range 11 East and a Portion of Section 33, Township 11 South, Range 11 East, Assessor's Parcel Numbers 217-49-0010, 217-53-008E, 217-53-008F and 217-53-008H., more particularly described in Exhibit A, attached hereto, is hereby changed from "Zone C," "Zone A" and Zone "D" to approximately 41 acres of "VC," 244 acres of "R-6," 137 acres "R-7," 118 acres "R-8," 30 acres "R-16," and 144 acres "R-144," as more particularly described in Exhibit B, attached hereto.

Section 2. The purpose of this rezoning is to integrate the two subject parcels into the Rancho Santa Cruz Master-planned Community, subject to the following conditions:

1. Compliance with all provisions of the Town's Codes, Ordinances and policies of the Northwest Marana Area Plan and the General Plan, current at the time of any subsequent development, including, but not limited to, requirements for public improvements.

2. A block plat, that includes a phasing plan is required for this project. This rezoning is valid for three years from the date of Town Council approval provided that if the developer fails to have a final block plat recorded prior to the three years, the property shall revert to the original zoning without further action by the Town Council.

3. Potential buyers shall be notified of the existence and potential issues related to the operation of the Northwest Marana Regional Airport, located south of the property. The Development Services Administrator, prior to prior to the Planning Commission's review and recommendations of the first Preliminary Plat, shall approve the method of notification.

4. Potential buyers shall be notified of the location of any potential Wastewater Treatment Plant(s) north of Avra Valley Road, as identified in the Pima Association of Governments (PAG) 208 Plan. The Development Services Administrator, prior to the Planning Commission's review and recommendations of the first Preliminary Plat, shall approve the method of notification.

5. The Developer shall dedicate Moore Road and Tangerine Loop connector road a minimum of 250-feet full right-of-way, inclusive of the linear park element, within 90 days of Town Council approval. Said alignment shall meet the 50 MPH design speed criteria.

6. The construction of the Tangerine Loop Road shall be to full configuration in conjunction with the first phase of the development, or as approved in the Development Agreement. The Tangerine Loop Road shall include a landscaped median and street.

7. The Developer shall design the realignment of Lon Adams Road to continue through the site in a direct manner, as approved by the Development Services Administrator and dedicate Lon Adams through the site, a minimum of 90-feet full right-of-way for street purposes only.

1122-1806

8. The Developer shall provide, to the Development Services Administrator's satisfaction, the necessary off site roadway dedications and improvements as deemed necessary by the Town's Development Services Administrator and Town Engineer to support the proposed development of the site. This includes, but not limited, to the off site right-of-way extension of Lon Adams roadway to its connection with existing Lon Adams Road, shall be conveyed to the Town prior to approval of the first preliminary plat, subsequent to the Block Plat, or development plan by the Town Council.

9. The Developer shall provide their proportionate financial share in regional transportation improvements and other major infrastructure improvements, that includes but not limited to, upgrades to the Tangerine/I-10 and Marana/I-10 interchanges, Moore Road/I-10 interchange, as identified in the Northwest Marana Area Plan and the Marana Master Transportation Plan. A Development Agreement and phasing plan addressing infrastructure implementation are required prior to the approval of the first preliminary plat, subsequent to the Block Plat, by the Town Council.

10. A water service agreement and master water plan must be submitted, by the Developer, and accepted by the Utilities Director prior to the approval of the first preliminary plat, subsequent to the Block Plat, by the Town Council.

11. A sewer service agreement and master sewer plan must be submitted, by the Developer, and accepted by Pima County Wastewater Management and the Town Engineer prior to the approval of the first preliminary plat by the Town Council.

12. The Developer shall dedicate the proposed R-144 zoning area that is located in the floodway, to the appropriate agencies for flood control and trail purposes.

13. Two (2) school/park sites, each ten (10) acres in size, shall be dedicated by block plat to either the Town of Marana or the Marana Unified School District, as appropriate..

14. The Developer shall provide the necessary park site(s), preferably joint use facilities with the necessary school site(s) acceptable to the Parks and Recreation Director and the Development Services Administrator, per the proposed Park, Trail, and Open Space System Master Plan.

15. The property owner shall transfer with the final plat, by the appropriate Arizona Department of Water Resources form, those water rights being IGR Type I or Type II to the Town of Marana for the Town providing designation of assured water supply and water service to said property. If Type I or Type II are needed on said property, the Town and developer/landowner shall arrive at an agreeable solution to the use of those water rights appurtenant to said land.

1142218027

16. Prior to the issuance of a building permit and pursuant to Marana Ordinance No. 99.02, the property owner(s) within the Lower Santa Cruz River Levee Benefit Area shall enter into a Development Agreement to reimburse the Town for its share of costs for construction of the levee

17. The Developer shall develop an irrigation system, dedicated to the Town, to distribute irrigation water to all properties within this development.

18. The Developer shall work with the Cortaro-Marana Irrigation District (CMID) to maintain the necessary irrigation system and well sites to perpetuate the ability for CMID to have their users irrigate as necessary.

19. The applicant shall include detailed community design with the Block Plat submittal to address the requirements of the Northwest Marana Area Plan. The community design shall include restricted fencing, so no solid material to be used along the open space area and use limited loaded streets adjacent to the open space and that no more than 30 percent of the structures adjacent to arterials and collectors shall be two stories.

20. The applicant shall create or participate in a Community Facility District, Maintenance Improvement District and/or Street Lighting District, for the maintenance of the common areas and street lights as deemed acceptable by the Community Development Administrator.

21. The VC (Village Commercial) zoned property shall not be allowed to be developed at the R-6 standards.

22. If in the future the property owner(s) desire to change from the commercial to a residential on the VC (Village Commercial) zoned property a Rezoning application shall be submitted, which will include a market analysis supporting the removal of the commercial property and a detail account of where the proposed dwelling units are coming and that these units are available.

23. Based on the requirements of the Northwest Marana Area Plan the Maximum number of dwelling units for the Gladden Farms Rezoning areas is 2,012.

Section 3. All Ordinances, Resolutions, and Motions and parts of Ordinances, Resolutions, and Motions of the Marana Town Council in conflict with the provisions of this Ordinance are hereby repealed, effective as of the effective date of Ordinance No. 2000.09.

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

1142208

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of November, 2000.

Mayor BOBBY SUTTON, JR.

ATTEST:

Jocelyn C. Entz
Town Clerk

APPROVED AS TO FORM:

Daniel J. Hochuli, Esq.
As Town Attorney
and not personally

TOWN OF MARANA CORPORATE SEAL ARIZ. 1977

1142 1989

EXHIBIT A

Assessor's Parcel Numbers
217-49-0010, 217-53-008E, 217-53-008F and 217-53-008H.

Legal Descriptions

1142210

October 27, 2000
WLB No.199065-B-001-1003X
W:\LEGALS\199065\Newzone\Zone.R-6.wpd

The WLB Group Inc.

LEGAL DESCRIPTION
GLADDEN FARMS
ZONE R-6
PARCELS 1, 2, 5, 6, 8, 9, 11, 21, and 24

That portion of Section 34, and the East One-Half (E 1/2) of the Northeast One-Quarter (NE 1/4) of Section 33, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

PARCELS 1, 2, 8, and 9

COMMENCING at the Northwest corner or said Section 34;

THENCE S 00°37'15" E, along the East line of said Northeast One-Quarter (NE 1/4) 30.00 feet to the **POINT OF BEGINNING**;

THENCE N 89°25'06" E, 539.83 feet;

THENCE S 05°01'55" E, 1,072.71 feet;

THENCE S 46°31'36" E, 364.22 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of N 46°31'36" W;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 1,642.00 feet and a central angle of 02°10'36" for an arc distance of 62.38 feet to a point of compound curvature of a tangent curve concave to the Southeast;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 1,700.00 feet and a central angle 07°26'23" for an arc distance of 220.74 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S 69°04'54" W;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 1,215.00 feet and a central angle of 50°44'48" for an arc distance of 1,076.12 feet to a non-tangent line;

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October 27, 2000
WLB No. 199065-B-001-1003X
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The WLB Group Inc.

THENCE S 26°22'14" W, 984.54 feet to a point on the arc of a non-tangent curve concave to the South, a radial line of said curve through said point having a bearing of N 26°22'14" E;

THENCE Westerly along the arc of said curve, to the left, having a radius of 2,800.00 feet and a central angle of 13°16'30" for an arc distance of 648.74 feet to a point of tangency;

THENCE N 76°54'16" W, 79.19 feet to a point of curvature of a tangent curve concave to the Northeast;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 2,500.00 feet and a central angle of 76°19'54" for an arc distance of 3,330.60 feet to a point of tangency;

THENCE N 00°34'22" W, to the South right-of-way line of Moore Road a distance of 66.58 feet;

THENCE N 89°20'24" E, along said right-of-way line 1,195.81 feet to the **POINT OF BEGINNING**.

Containing 104.79 acres, more or less.

Together with:

PARCELS 5 and 11

COMMENCING at the North One-Quarter (N 1/4) corner of said Section 34;

THENCE S 00°34'56" E, 30.00 feet to the **POINT OF BEGINNING**;

THENCE N 89°25'03" E, 1,198.34 feet;

THENCE South, 1377.22 feet to a point of curvature of a tangent curve concave to the Northwest;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 550.00 feet and a central angle of 64°48'14" for an arc distance of 622.07 feet to a point of tangency;

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October 27, 2000
199065-B-001-1003X
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The WLB Group Inc.

THENCE S 64°48'14" W, 450.92 feet to a point of curvature of a tangent curve concave to the North;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 297.96 feet and a central angle 19°18'47" for an arc distance of 100.43 feet to a point on the arc of a non-tangent curve concave to the South, a radial line of said curve through said point having a bearing of N 08°10'06" W;

THENCE Southwesterly along the arc of said curve, to the left, having a radius of 480.00 feet and a central angle 24°18'49" for an arc distance of 203.69 feet to a point on the arc of a non-tangent curve concave to the East, a radial line of said curve through said point having a bearing of S 46°05'28" W;

THENCE Northerly along the arc of said curve, to the right, having a radius of 1,565.00 feet and a central angle of 52°27'27" for an arc distance of 1,432.84 feet to a non-tangent line;

THENCE N 09°13'19" E, 294.77 feet;

THENCE North, 540.86 feet;

THENCE N 89°25'06" E, 184.36 feet to the **POINT OF BEGINNING.**

Containing 61.85 acres, more or less.

Together with:

PARCEL 6

COMMENCING at the Northeast corner of said Section 34;

THENCE S 00°30'13" E, along the East line of the Northeast One-Quarter (NE 1/4) of said Section a distance of 310.00 feet;

THENCE S 89°25'03" W, 45.00 feet to the **POINT OF BEGINNING**;

THENCE S 00°30'13" E, 331.24 feet to a point on the arc of a non-tangent curve concave to the East, a radial line of said curve through said point having a bearing of S 89°24'20" W;

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October 27, 2000
WLB No. 199065-B-001-1003X
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The WLB Group Inc.

THENCE Southerly along the arc of said curve, to the left, having a radius of 1,695.00 feet and a central angle of 13°08'30" for an arc distance of 388.77 feet to a non-tangent line;

THENCE S 00°30'13" E, 73.71 feet;

THENCE S 89°37'25" W, 597.05 feet;

THENCE S 82°08'50" W, 615.00 feet;

THENCE North, 1,146.05 feet;

THENCE N 89°25'03" E, 896.92 feet;

THENCE S 00°30'13" E, 280.00 feet;

THENCE N 89°25'03" E, 255.00 feet to the **POINT OF BEGINNING**;

Containing 27.49 acres more or less.

Together with:

PARCELS 21 and 24

COMMENCING at the East One-Quarter (E 1/4) corner of said Section 34;

THENCE S 00°30'12" E, along the East line of the Southeast One-Quarter (SE 1/4) a distance of 836.56 feet to the **POINT OF BEGINNING**;

THENCE continue S 00°30'12" E, 729.14 feet;

THENCE N 78°44'03" W, 652.19 feet;

THENCE S 16°52'14" W, 1,049.76 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S 17°14'04" W;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 1,800.00 feet and a central angle of 14°45'34" for an arc distance of 463.69 feet to a point of tangency;

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October 27, 2000
WLB No. 199065-B-001-1003X
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The WLB Group Inc.

THENCE N 58°00'22" W, 500.00 feet to a point of curvature of a tangent curve concave to the Northeast:

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 4,000.00 feet and a central angle of 02°07'34" for an arc distance of 148.43 feet to a non-tangent line;

THENCE N 37°34'08" E, 1012.46 feet;

THENCE N 48°50'07" W, 631.40 feet to a point on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of S 34°44'54" E;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 1,250.00 feet and a central angle of 17°05'00" for an arc distance of 372.70 feet to a non-tangent line;

THENCE S 71°47'33" E, 1,058.49 feet;

THENCE S 81°22'29" E, 494.54 feet to the **POINT OF BEGINNING**;

Containing 46.53 acres more or less.

Prepared by:

THE WLB GROUP, INC.



Jack A. Buchanan, RLS
JAB:teg

1142218151

October 27,2000
WLB No.199065-B-001-1003X
W:\LEGALS\199065\Newzone\Zone.R-8.wpd

The WLB Group Inc.

LEGAL DESCRIPTION
GLADDEN FARMS
ZONE R-8
PARCELS 4, 10,15, 18, 19 and 25

That portion of Section 34, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

PARCEL 15:

COMMENCING at the West One-Quarter (W 1/4) corner of said Section 34;

THENCE N 89°27'31" E along the West-East midsection line, a distance of 30.00 feet;

THENCE S 00°30'16" E, 534.38 feet;

THENCE S 68°14'29" E, 1,107.05 feet to the **POINT OF BEGINNING**;

THENCE S 68°38'07" E, 932.21 feet;

THENCE N 36°48'43" E, 591.80 feet;

THENCE N 40°59'00" W, 26.14 feet to a point of curvature of a tangent curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 2,800.00 feet and a central angle of 20°55'23" for an arc distance of 1,022.50 feet to a non-tangent line;

THENCE S 27°31'24" W, 888.20 feet to the **POINT OF BEGINNING**;

Containing 17.31 acres more or less.

Together with:

PARCEL 25:

COMMENCING at the Southeast corner of said Section 34;

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October 27,2000
WLB No.199065-B-001-1003X
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The WLB Group Inc.

THENCE N 00°30'12" W, along the East line of said Section a distance of 125.00 feet;

THENCE S 89°22'30" W, 400.00 feet to a point of curvature of a tangent curve concave to the North;

THENCE Westerly along the arc of said curve, to the right, having a radius of 1,800.00 feet and a central angle of 20°55'44" for an arc distance of 657.50 feet to the **POINT OF BEGINNING**;

THENCE S 89°22'30" W, 1,340.60 feet to a point of curvature of a tangent curve concave to the North;

THENCE Westerly along the arc of said curve, to the right, having a radius of 200.00 feet and a central angle of 41°33'14" for an arc distance of 145.05 feet to a point of tangency;

THENCE N 49°04'16" W, 744.07 feet;

THENCE N 40°55'44" E, 740.96 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S 46°48'58" W;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 4,000.00 feet and a central angle of 14°49'20" for an arc distance of 1,034.78 feet to a point of tangency;

THENCE S 58°00'22" E, 500.00 feet to a point of curvature of a tangent curve concave to the Northeast;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 1,800.00 feet and a central angle of 11°41'24" for an arc distance of 367.25 feet to the **POINT OF BEGINNING**.

Containing 22.26 acres more or less.

Together with:

PARCEL 19:

COMMENCING at the East One-Quarter (E 1/4) corner of said Section 34;

1142218

October 27,2000
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The WLB Group Inc.

THENCE S 89°28'31" W, 1,951.53 feet to the **POINT OF BEGINNING;**

THENCE S 58°15'13" E, 620.02 feet to a point on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of S 56°46'25" E;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 1,250.00 feet and a central angle of 35°27'04" for an arc distance of 773.42 feet to a point of reverse curvature of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, to the left, having a radius of 1,500.00 feet and a central angle 13°58'12" for an arc distance of 365.74 feet to a point on the arc of a non-tangent curve concave to the East, a radial line of said curve through said point having a bearing of S 57°32'37" W;

THENCE Northerly along the arc of said curve, to the right, having a radius of 560.00 feet and a central angle of 33°14'42" for an arc distance of 324.93 feet to a point of reverse curvature of a tangent curve concave to the West;

THENCE Northerly along the arc of said curve, to the left, having a radius of 2,195.00 feet and a central angle of 12°47'11" for an arc distance of 489.84 feet to a point of reverse curvature of a tangent curve concave to the East;

THENCE Northerly along the arc of said curve, to the right, having a radius of 525.00 feet and a central angle of 51°05'50" for an arc distance of 468.20 feet to a non-tangent line;

THENCE S 58°15'13" E, 486.98 feet to the **POINT OF BEGINNING;**

Containing 16.72 acres more or less.

Together with:

PARCELS 4 and 10:

COMMENCING at North One-Quarter (N 1/4) corner of said Section 34;

THENCE S 89°25'03" W, along the North line of Northeast One-Quarter (NE 1/4) of said Section a distance of 184.37 feet;

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THENCE S 00°34'57" E, 30.00 feet to the **POINT OF BEGINNING**;

THENCE South, 540.86 feet;

THENCE S 09°13'19" W, 294.77 feet to a point on the arc of a non-tangent curve concave to the East, a radial line of said curve through said point having a bearing of N 81°27'05" W;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 1,565.00 feet and a central angle 52°27'27" for an arc distance of 1,432.84 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of N 32°28'55" W;

THENCE Southwesterly along the arc of said curve, to the left, having a radius of 480.00 feet and a central angle 40°17'20" for an arc distance of 337.52 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S 38°06'58" W;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 1,335.00 feet and a central angle of 20°28'56" for an arc distance of 477.24 feet to a point of reverse curvature of a tangent curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 595.00 feet and a central angle of 43°31'06" for an arc distance of 451.92 feet to a point of reverse curvature of a tangent curve concave to the Northeast;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 1,115.00 feet and a central angle 55°18'37" for an arc distance of 1,076.36 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of N 33°25'21" W;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 1,700.00 feet and a central angle of 15°35'27" for an arc distance of 462.59 feet to a non-tangent line;

THENCE N 17°49'54" W, 430.58 feet;

THENCE North, 471.66 feet;

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The WLB Group Inc.

THENCE N 89°25'06" E, 972.64 feet to the **POINT OF BEGINNING**.

Containing 44.76 acres, more or less.

PARCEL18:

BEGINNING at the East One-Quarter (E 1/4) corner of said Section 34;

THENCE S 00°30'12" E, along the East line of the Southeast One-Quarter (SE 1/4) a distance of 153.62 feet:

THENCE N 84°46'08" W, 469.24 feet;

THENCE N 80°37'04" W, 806.40 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of S 75°09'25" E;

THENCE Northerly along the arc of said curve, to the left, having a radius of 1,250.00 feet and a central angle of 14°50'35" for an arc distance of 323.82 feet to a point of tangency;

THENCE North, 133.99 feet;

THENCE S 87°15'48" E, 1,217.56 feet to the East line of the Northeast One-Quarter (NE 1/4) of said Section;

THENCE S 00°30'13" E, 416.71 feet to the **POINT OF BEGINNING**.

Containing 14.82 acres more or less.

Prepared by:

THE WLB GROUP, INC.



Jack A. Buchanan, RLS
JAB:teg

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The WLB Group Inc.

LEGAL DESCRIPTION
GLADDEN FARMS
ZONE R-16
PARCELS 7 and 13

A portion of Sections 33 and 34, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Southeast corner of the East One-Half (E 1/2) of the Northeast One-Quarter (NE 1/4) of said Section 33;

THENCE S 89°17'57" W, 1,321.05 feet;

THENCE N 00°34'22" W, 2,610.04 feet to a point on a line which is 30.00 feet southerly of the North line of said Section 33;

THENCE N 89°20'24" E, along said North line a distance of 125.00 feet;

THENCE S 00°34'22" E, 66.96 feet to a point of curvature of a tangent curve concave to the Northeast;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 2,500.00 feet and a central angle of 60°39'01" for an arc distance of 2,646.37 feet to a non-tangent line;

THENCE S 07°05'26" W, 364.48 feet;

THENCE S 89°27'31" W, 30.00 feet to the **POINT OF BEGINNING.**

Containing 36.37 acres, more or less.

Prepared by:

THE WLB GROUP, INC.



Jack A. Buchanan, RLS
JAB:teg

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October 27, 2000
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The WLB Group Inc.

LEGAL DESCRIPTION
GLADDEN FARMS
ZONE VC
PARCELS 14 and 23

A portion of Section 34, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

PARCEL 23:

COMMENCING at the Southeast corner of said Section 34;

THENCE N 00°30'12" W, along the East line of the Southeast One-Quarter (SE 1/4) of said Section a distance of 1,078.56 feet;

THENCE N 78°44'03" W, 652.19 feet;

THENCE N 62°51'29" W, 737.37 feet to the **POINT OF BEGINNING**;

THENCE S 37°34'08" W, 1012.46 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S 34°07'12" W;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 4,000.00 feet and a central angle 13°53'38" for an arc distance of 969.98 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of N 50°35'36" W;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 1,500.00 feet and a central angle of 29°16'15" for an arc distance of 766.31 feet to a point of reverse curvature of a tangent curve concave to the Northwest;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 1,250.00 feet and a central angle of 13°25'33" for an arc distance of 292.90 feet to a non-tangent line;

THENCE S 48°50'07" E, 631.40 feet to the **POINT OF BEGINNING**.

Containing 19.87 acres more or less.

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The WLB Group Inc.

Together with:

PARCEL 14:

COMMENCING at the West One-Quarter (W 1/4) corner of said Section 34;

THENCE N 89°27'31" E, along the East-West midsection line a distance of 30.00 feet to the **POINT OF BEGINNING**;

THENCE N 07°05'26" E, 364.48 feet to a point on the arc of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of S 28°46'37" W;

THENCE Easterly along the arc of said curve, to the left, having a radius of 2,500.00 feet and a central angle of 15°40'53" for an arc distance of 684.23 feet to a point of tangency;

THENCE S 76°54'16" E, 79.19 feet to a point of curvature of a tangent curve concave to the South;

THENCE Easterly along the arc of said curve, to the right, having a radius of 2,800.00 feet and a central angle of 14°59'53" for an arc distance of 732.94 feet to a non-tangent line;

THENCE S 27°31'24" W, 888.20 feet;

THENCE N 68°14'29" W, 1,107.05 feet;

THENCE N 00°30'16" W, 534.38 feet to the **POINT OF BEGINNING**.

Containing 26.14 acres more or less.

Prepared by:

THE WLB GROUP, INC.



Jack A. Buchanan, RLS
JAB:teg

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The WLB Group Inc.

LEGAL DESCRIPTION
GLADDEN FARMS
ZONE-OPEN SPACE
PARCEL 30

That portion of Section 34, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

PARCEL 30:

COMMENCING at the Northeast corner of said Section:

THENCE S 89°25'03" W, along the North line of said Northeast One-Quarter (NE 1/4) a distance of 1196.96 feet;

THENCE S 00°34'57" E, 30.00 feet to the South right-of-way line of Moore Road to the **POINT OF BEGINNING**;

THENCE South, 1,837.19 feet to a point on the arc of a non-tangent curve concave to the South, a radial line of said curve through said point having a bearing of N 09°35'32" E;

THENCE Westerly along the arc of said curve, to the left, having a radius of 500.00 feet and a central angle of 36°47'17" for an arc distance of 321.04 feet to a point of tangency;

THENCE S 62°48'15" W, 749.24 feet to a point of curvature of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, to the left, having a radius of 525.00 feet and a central angle of 74°48'06" for an arc distance of 685.41 feet to a point of reverse curvature of a tangent curve concave to the West;

THENCE Southerly along the arc of said curve, to the right, having a radius of 2,195.00 feet and a central angle of 12°47'11" for an arc distance of 489.84 feet to a point of reverse curvature of a tangent curve concave to the East;

THENCE Southerly along the arc of said curve, to the left having a radius of 560.00 feet and a central angle of 33°14'42" for an arc distance of 324.93 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of N 35°17'34" W;

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The WLB Group Inc.

THENCE Southwesterly along the arc of said curve, to the left, having a radius of 1,500.00 feet and a central angle 15°18'03" for an arc distance of 400.57 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S 48°00'50" W

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 4,000.00 feet and a central angle of 01°00'10" for an arc distance of 70.00 feet to a point of tangency;

THENCE N 40°59'00" W, 409.79 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of S 54°46'52" E;

THENCE Northerly along the arc of said curve, to the left, having a radius of 1,380.00 feet and a central angle of 39°35'42" for an arc distance of 953.67 feet to a non-tangent line;

THENCE N 00°15'32" W, 68.93 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S 36°03'01" W;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 1,435.00 feet and a central angle of 22°32'53" for an arc distance of 564.73 feet to a point of reverse curvature of a tangent curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 495.00 feet and a central angle of 43°31'06" for an arc distance of 375.97 feet to a point of reverse curvature of a tangent curve concave to the Northeast;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 1,215.00 feet and a central angle 54°00'06" for an arc distance of 1,145.14 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of N 36°54'37" W;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 1,700.00 feet and a central angle 03°29'17" for an arc distance of 103.49 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S 70°23'26" W;

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THENCE Southeasterly along the arc of said curve, to the left, having a radius of 1,115.00 feet and a central angle of 55°18'37" for an arc distance of 1,076.36 feet to a point of reverse curvature of a tangent curve concave to the Southwest;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 595.00 feet and a central angle of 43°31'06" for an arc distance of 451.92 feet to a point of reverse curvature of a tangent curve concave to the Northeast;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 1,335.00 feet and a central angle 20°28'56" for an arc distance of 477.24 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of N 72°46'15" W;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 480.00 feet and a central angle 64°36'09" for an arc distance of 541.21 feet to a point on the arc of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of S 05°52'59" E;

THENCE Easterly along the arc of said curve, to the left, having a radius of 297.96 feet and a central angle of 19°18'47" for an arc distance of 100.43 feet to a point of tangency;

THENCE N 64°48'14" E, 450.92 feet to a point of curvature of a tangent curve concave to the Northwest;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 550.00 feet and a central angle of 64°48'14" for an arc distance of 622.07 feet to a point of tangency;

THENCE North, 1,377.22 feet;

THENCE N 89°25'12" E, 245.01 feet to the **POINT OF BEGINNING.**

Containing 30.36 acres more or less.

Prepared by:

THE WLB GROUP, INC.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
12214
JACK A.
BUCHANAN
DATE SIGNED 10-27-00
Arizona U. S. A.

Jack A. Buchanan, RLS
JAB:teg

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The WLB Group Inc.

LEGAL DESCRIPTION
GLADDEN FARMS
ZONES PARK AND RIVER
PARCELS 26, 27, 28 and 29

PARCELS 26, 27, 28 and 29:

That portion the South One-Half (S 1/2) of Section 34, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Southeast corner of said Section 34;

THENCE S 89°22'30" W, along the South line of the Southeast One-Quarter (SE 1/4) of said Section 34 a distance of 2,636.08 feet to the South One-Quarter (S 1/4) corner of said Section;

THENCE S 89°22'14" W, along the South line of the Southwest One-Quarter (SW 1/4) a distance of 2605.75 feet;

THENCE N 00°30'16" W, 2,119.28 feet;

THENCE S 68°14'29" E, 1,107.05 feet;

THENCE S 68°38'07" E, 932.21 feet;

THENCE N 36°48'43" E, 591.80 feet;

THENCE S 40°59'00" E, 473.86 feet to a point of curvature of a tangent curve concave to the Northeast;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 4,000.00 feet and a central angle of 02°12'02" for an arc distance of 153.63 feet to a non-tangent line;

THENCE S 40°55'44" W, 740.96 feet;

THENCE S 49°04'16" E, 744.07 feet to a point of curvature of a tangent curve concave to the North;

THENCE Easterly along the arc of said curve, to the left, having a radius of 200.00 feet and a central angle of 41°33'14" for an arc distance of 145.05 feet to a point of tangency;

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The WLB Group Inc.

THENCE N 89°22'30" E, 1,340.60 feet to a point on the arc of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of S 20°18'14" W;

THENCE Easterly along the arc of said curve, to the left, having a radius of 1,800.00 feet and a central angle of 20°55'44" for an arc distance of 657.50 feet to a point of tangency;

THENCE N 89°22'30" E, 400.00 feet;

THENCE S 00°22'53" E, 125.00 feet to the **POINT OF BEGINNING**.

Containing 109.83 acres more or less.

Prepared by:

THE WLB GROUP, INC.



Jack A. Buchanan, RLS
JAB:teg

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WLB No.199065-B-001-1003X
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The WLB Group inc.

LEGAL DESCRIPTION
GLADDEN FARMS
ZONE R-7
PARCELS 3, 12, 16, 17, 20, and 22

A portion of Section 34, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

PARCEL 22:

COMMENCING at the Southeast corner of said Section 34;

THENCE N 00°22'53" W, along the East line of the Southeast One-Quarter (SE 1/4) of said Section 34, 125.00 feet to the **POINT OF BEGINNING**;

THENCE S 89°22'30" W, 400.00 feet to a point of curvature of a tangent curve concave to the North;

THENCE Westerly along the arc of said curve, to the right, having a radius of 1,800.00 feet and a central angle of 17°51'33" for an arc distance of 561.07 feet to a non-tangent line;

THENCE N 16°52'14" E, 1,049.76 feet;

THENCE S 78°44'03" E, to a point on said East line a distance of 652.19 feet;

THENCE S 00°31'09" E, along said East line a distance of 953.56 feet to the **POINT OF BEGINNING**;

Containing 18.83 acres more or less.

Together with:

PARCEL 16

COMMENCING at the West One-Quarter (W 1/4) corner of said Section 34;

THENCE N 89°28'31" E, along the East-West midsection line 1,463.79 feet to the **POINT OF BEGINNING**;

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THENCE S 00°37'15" E, 30.00 feet to the South right-of-way line of Moore Road;

THENCE N 89°25'06" E, along said right-of-way line a distance of 539.83 feet to the **POINT OF BEGINNING**;

THENCE N 89°25'06" E, 938.16 feet;

THENCE South, 471.66 feet;

THENCE S 17°49'54" E, 430.58 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of N 17°49'54" W;

THENCE Southwesterly along the arc of said curve, to the left, having a radius of 1,700.00 feet and a central angle of 26°31'07" for an arc distance of 786.82 feet to a point of compound curvature of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, to the left, having a radius of 1,642.00 feet and a central angle of 02°10'36" for an arc distance of 62.38 feet to a non-tangent line;

THENCE N 46°31'36" W, 364.22 feet;

THENCE N 05°01'55" W, 1,072.71 feet to the **POINT OF BEGINNING**;

Containing 23.70 acres more or less.

PARCELS 12, 17 and 20:

COMMENCING at the East One-Quarter (E 1/4) corner of said Section 34;

THENCE S 00°30'12" E, along the East line of the Southeast One-Quarter (SE 1/4) of said Section line a distance of 153.62 feet to the **POINT OF BEGINNING**;

THENCE S 00°30'12" E, 682.94 feet;

THENCE N 81°22'29" W, 494.54 feet;

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THENCE N 26°22'14" E, 837.60 feet to a point on the arc of a non-tangent curve concave to the North. a radial line of said curve through said point having a bearing of S 18°20'07" W

THENCE Easterly along the arc of said curve, to the left, having a radius of 1,215.00 feet and a central angle of 03°15'18" for an arc distance of 69.02 feet to a point of reverse curvature of a tangent curve concave to the Southwest;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 495.00 feet and a central angle of 43°31'06" for an arc distance of 375.97 feet to a point of reverse curvature of a tangent curve concave to the Northeast;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 1,435.00 feet and a central angle of 22°32'53" for an arc distance of 564.73 feet to a non-tangent line;

THENCE S 00°15'32" E, 68.93 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of N 85°37'26" E

THENCE Southerly along the arc of said curve, to the right, having a radius of 1,380.00 feet and a central angle of 39°35'42" for an arc distance of 953.67 feet to a non-tangent line;

THENCE N 40°59'00" W, 90.21 feet to a point of curvature of a tangent curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 2,800.00 feet and a central angle of 22°38'46" for an arc distance of 1,106.69 feet to a non-tangent line;

THENCE N 26°22'14" E, 146.94 feet to the **POINT OF BEGINNING**;

Containing 24.17 acres more or less.

PARCEL 3:

COMMENCING at the Northwest corner of said Section 34:

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THENCE N 71°47'33" W, 1,058.49 feet to a point on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of S 51°49'54" E;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 1,250.00 feet and a central angle of 04°56'31" for an arc distance of 107.82 feet to a non-tangent line;

THENCE N 58°15'13" W, 1,106.99 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of N 50°54'01" W;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 525.00 feet and a central angle of 23°42'16" for an arc distance of 217.20 feet to a point of tangency;

THENCE N 62°48'15" E a distance of 749.24 feet to a point of curvature of a tangent curve concave to the South;

THENCE Easterly along the arc of said curve, to the right, having a radius of 500.00 feet and a central angle of 36°47'17" for an arc distance of 321.04 feet to a non-tangent line;

THENCE North a distance of 691.14 feet;

THENCE N 82°08'50" E a distance of 615.00 feet;

THENCE N 89°37'25" E a distance of 597.05 feet;

THENCE S 00°30'13" E a distance of 1,127.36 feet;

THENCE N 87°15'48" W a distance of 1,217.56 feet;

THENCE South a distance of 133.99 feet to a point of curvature of a tangent curve concave to the West;

THENCE Southerly along the arc of said curve, to the right, having a radius of 1,250.00 feet and a central angle of 14°50'35" for an arc distance of 323.82 feet to a non-tangent line;

THENCE S 80°37'04" E a distance of 806.40 feet;

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THENCE S 84°46'08" E a distance of 469.24 feet to the **POINT OF BEGINNING**;

Containing 65.75 acres more or less.

Prepared by:

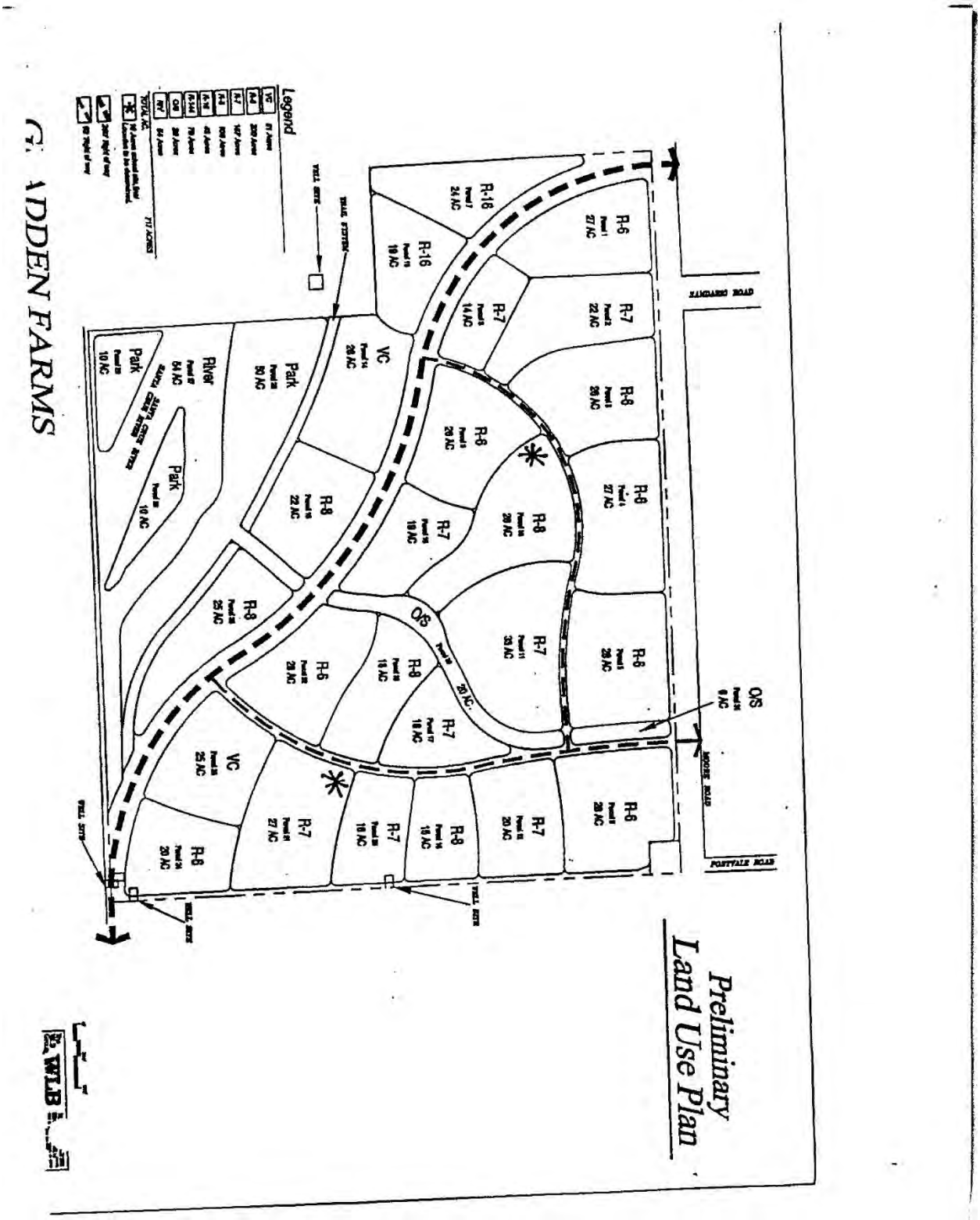
THE WLB GROUP, INC.



Jack A. Buchanan, RLS
JAB:teg

EXHIBIT B

Map


GADDEN FARMS
Preliminary
Land Use Plan
Legend
WELL SITE
R-6
R-7
R-8
R-18
VC
OS
Park
River
DAVE CROCKETT
MOORE ROAD
POSTVALE ROAD
WELL SITE

GLADDEN FARMS II
SPECIFIC PLAN



TOWN OF MARANA
PCZ2104-001

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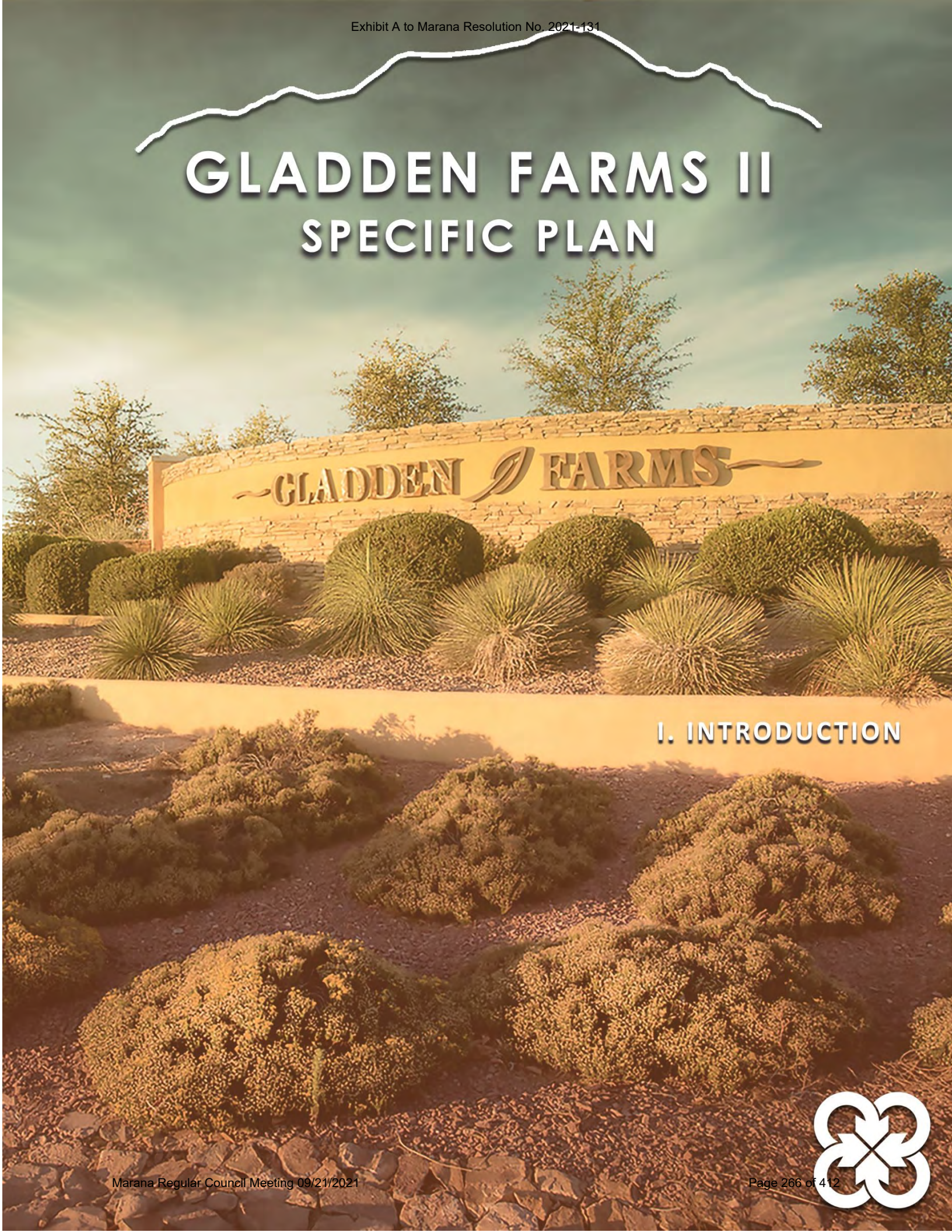
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GLADDEN FARMS II
SPECIFIC PLAN



I. INTRODUCTION

A. Specific Plan Summary

The Gladden Farms II Specific Plan establishes comprehensive guidance and regulations for the development of approximately 636 acres located in Marana, Arizona. The Specific Plan establishes the development regulations, programs, development and design standards required for the implementation of the approved land use plan. The Specific Plan also provides the parameters to implement the Land Use Plan by establishing policies and regulations that will replace and supersede the current property zoning and other Town development regulations. The Plan is regulatory and adopted by ordinance.

The authority and preparation of Specific Plans is found in the Arizona Revised Statutes, Section § 9-461.08. The law allows the preparation of Specific Plans based on the General Land Use Plan, as may be required for the systematic execution of the General Land Use Plan, and further, the law allows for their review and adoption. The original Specific Plan was adopted under the guidance of the Northwest Marana Area Plan and the Urban Southeast Planning Area of the Marana General Plan. This amended specific plan is consistent with the Make Marana 2040 General Plan approved and adopted on December 10, 2019, as authorized by public vote in accordance with the Growing Smarter Plus Act of 2000.

The Specific Plan is a tool used to implement Make Marana 2040, the Town of Marana's General Plan, at a more detailed site-specific level for a focused area. The Specific Plan articulates the planning considerations for such parcels and imposes regulations or controls on the use of such parcels. Gladden Farms II will be designed to accommodate growth in this area, and at the same time, respect its agricultural and cultural history. The demand for housing has outpaced the commercial demand in this area. The Gladden Farms II Specific plan has been amended to respond to market demand and meet this need for more housing development. This specific plan will provide commercial, residential (may not exceed 2,445 single- and multi-family units combined), and open space areas to support the greater Northwest Marana community.

B. Location

The Gladden Farms II Specific Plan is bounded by Gladden Farms I on the west, the Tangerine Road alignment on the south, Moore Road on the north, and the Clark Farms Road alignment on the east.

C. Authority and Scope

The authority for the preparation of specific plans is found in Arizona Revised Statutes, Section § 9-461.08. State law allows the preparation of specific plans based on the general plan, as may be required for the systematic execution of the general plan.

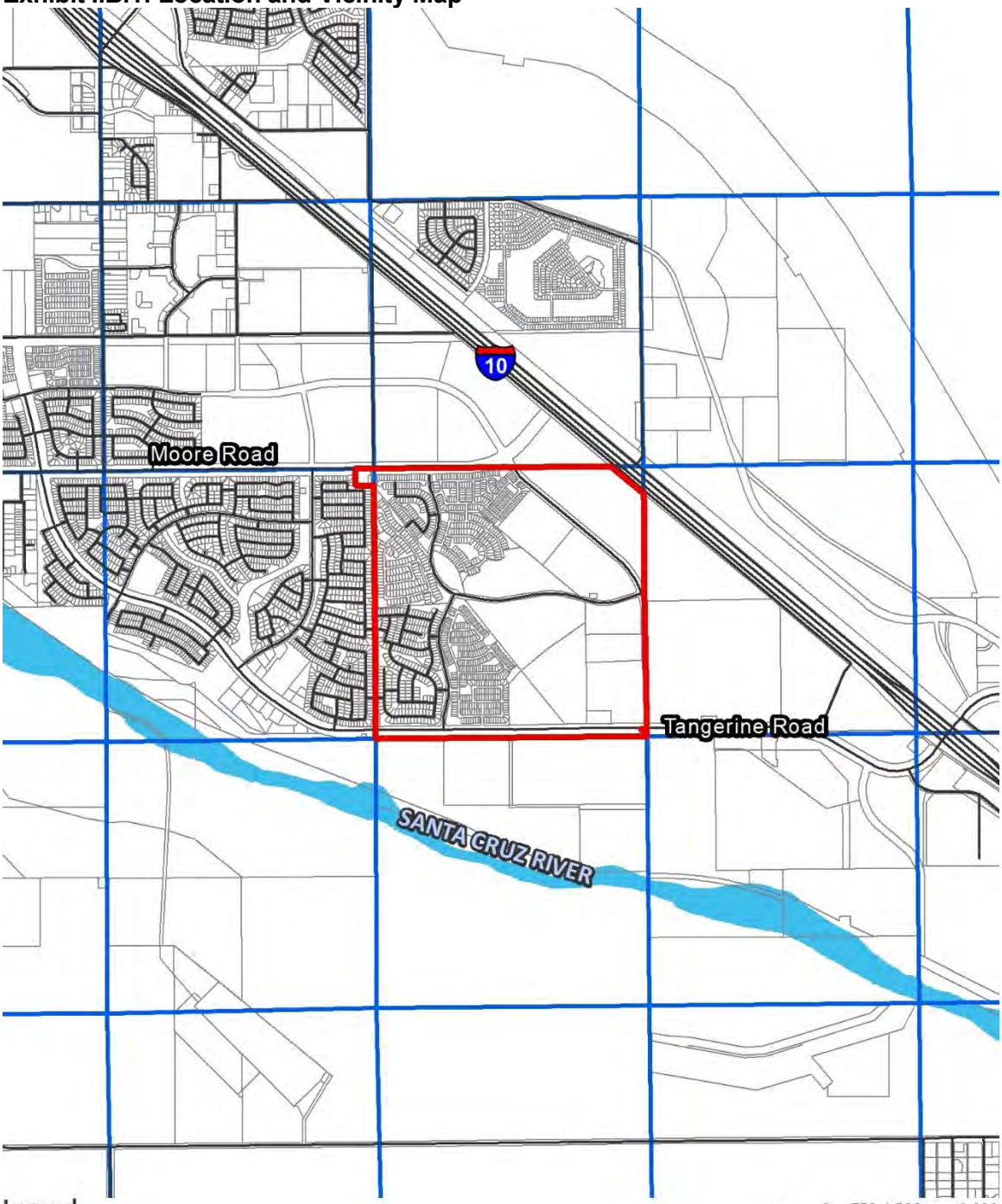
Town of Marana Ordinance 87.22 provides the uniform procedures and criteria for the preparation, review, adoption and implementation of specific plans in Marana.

Pursuant to these state statutes and Town of Marana Ordinance 87.22, a public hearing will be conducted by the Town Planning Commission and the Town Council after which the Specific Plan Ordinance may be adopted by the Town Council and become effective.

D. Legal Description

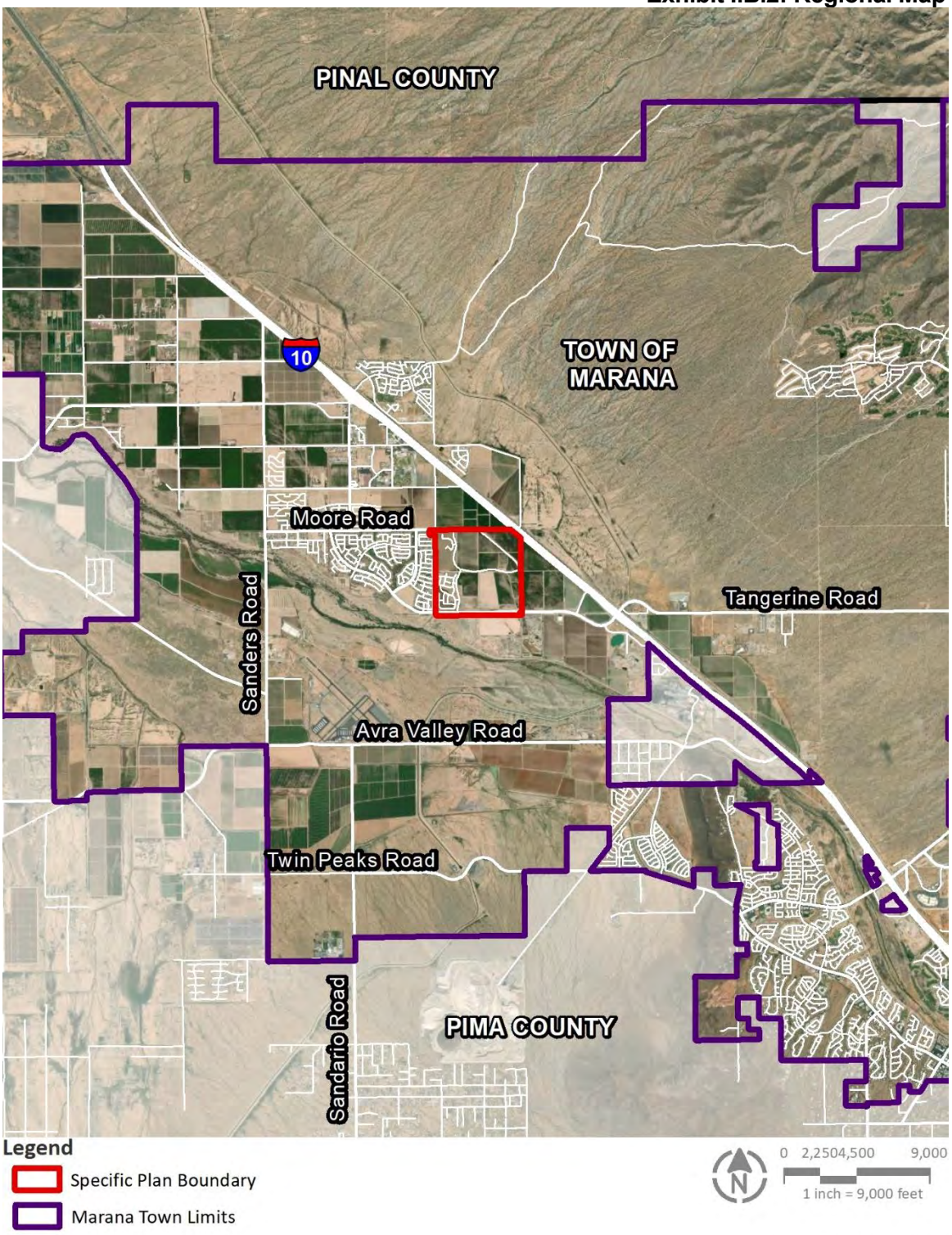
See Appendix A: Legal Description.

Exhibit I.B.1: Location and Vicinity Map



Note: The site is located in Township 11 South, Range 11 East, Sections 34 and 35.

Exhibit I.B.2: Regional Map



GLADDEN FARMS II
SPECIFIC PLAN



II. DEVELOPMENT CAPABILITY REPORT

A. Introduction

The primary purpose of the Development Capability Report section of the Gladden Farms II Specific Plan is to present the opportunities and constraints of various physical components existing on the property. The synthesis and analysis of the existing characteristics can then provide a means whereby development occurs in a sensitive and responsive manner to the physical conditions of the site. The Development Capability Report follows the Town of Marana requirements provided in 05.06.02(D) Specific Plans Application of the Town of Marana Land Development Code.

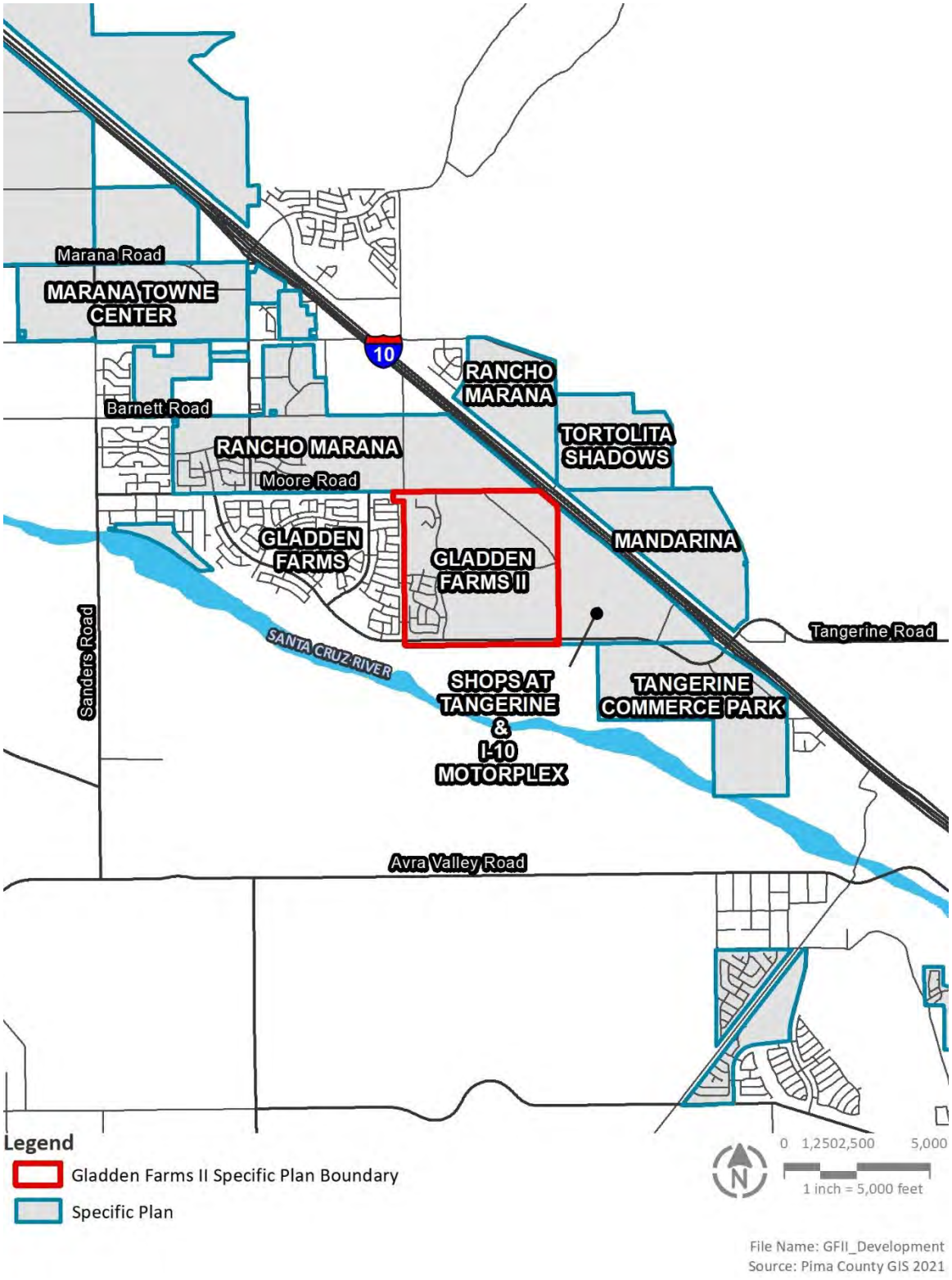
Pursuant to such requirements, the following physical components of the site were compiled to assess the suitability of the property before development:

- Existing Land Uses;
- Topography and Slope;
- Hydrology;
- Vegetation;
- Wildlife;
- Soils and Geology;
- Environmental Resources;
- Viewsheds;
- Traffic Circulation and Road System;
- Recreation and Trails;
- Cultural Resources and
- Existing Infrastructure and Public Facilities.

Northwest Marana is growing rapidly and there are a number of existing and approved developments in proximity to the proposed Gladden Farms II Specific Plan including the new Town of Marana Municipal Complex. Approved specific plans include Rancho Marana Specific Plan (both east and west) Marana Gardens Specific Plan, and Sanders Grove Specific Plan. Existing developments in the area include Honea Heights, Rillito Vista, Mulligan's Acres, and Happy Acres. San Lucas, Gladden Farms I, Vanderbilt, Fianchetto Farms, Rancho Marana 154, Farm Field Five, and Payson Farms are in various stages of development.

See Exhibit II.A: Development Context.

Exhibit II.A: Development Context



B. Existing Land Uses

This section of the Development Capability Report identifies the following: existing zoning, land uses and structures within the site; existing zoning, land uses and structures on surrounding properties; and other proposed development in the project vicinity.

1. Existing On-Site Land Use and Zoning

The subject site consists of approximately 636 acres that has historically remained undeveloped and used for agricultural purposes except for two farm homesteads and one house on the northwest parcel. The first home is located on the southern edge, the second home is located along the western boundary of the property, and the house on the northwest parcel is currently being used as the sales center for Gladden Farms I. Several storage buildings exist on the larger parcel, in addition to the two homes.





The site is currently zoned for C (Large Lot Zone) according to the Marana Land Development Code. Zone C allows residential, commercial, industrial, and quasi-public uses at a density of one unit per 25 acres.

2. Existing Conditions on Properties within a ¼ Mile Radius

a. *Zoning*

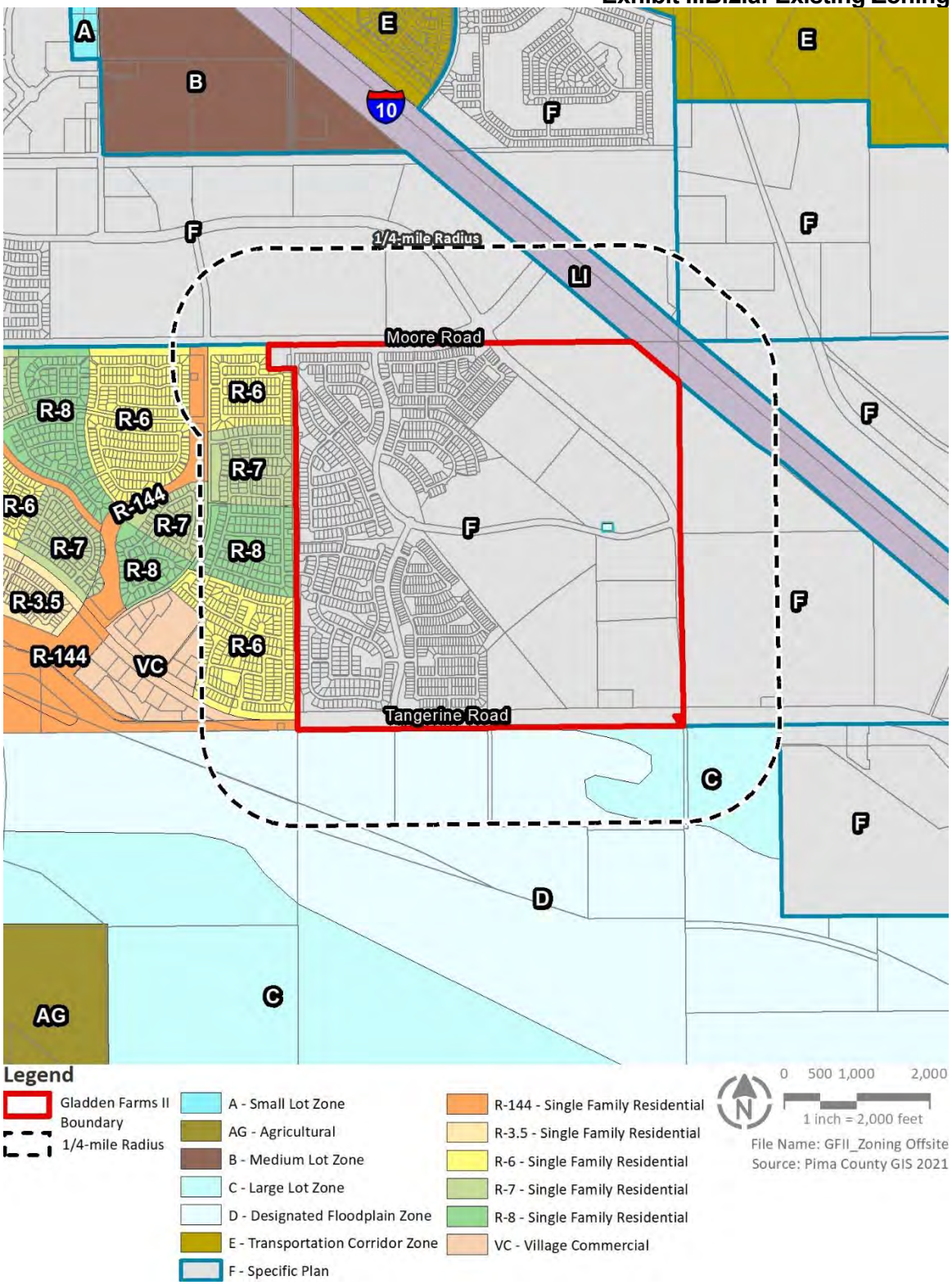
Zoning within a ¼ mile radius of the project site consists of:

Table 3: Zoning within ¼ Mile Radius

North	Specific Plan – Rancho Marana West (undeveloped mix of residential, commercial, office, public, and recreational uses).
South	C (Large Lot Zone); D (Floodplain).
East	Specific Plan – The Shops at Tangerine and I-10 Motor Plex (undeveloped commercial), LI (Light Industrial).
West	Gladden Farms I (R-6 (Single-Family Residential); R-7 (Single-Family Residential); R-8 (Single-Family Residential); R-144 (Residential); VC (Village Commercial)); and D (Floodplain). All zones are developed except for Zone D and Village Commercial.

See Exhibit II.B.2.a: Zoning.

Exhibit II.B.2.a: Existing Zoning



b. *Existing Land Use*

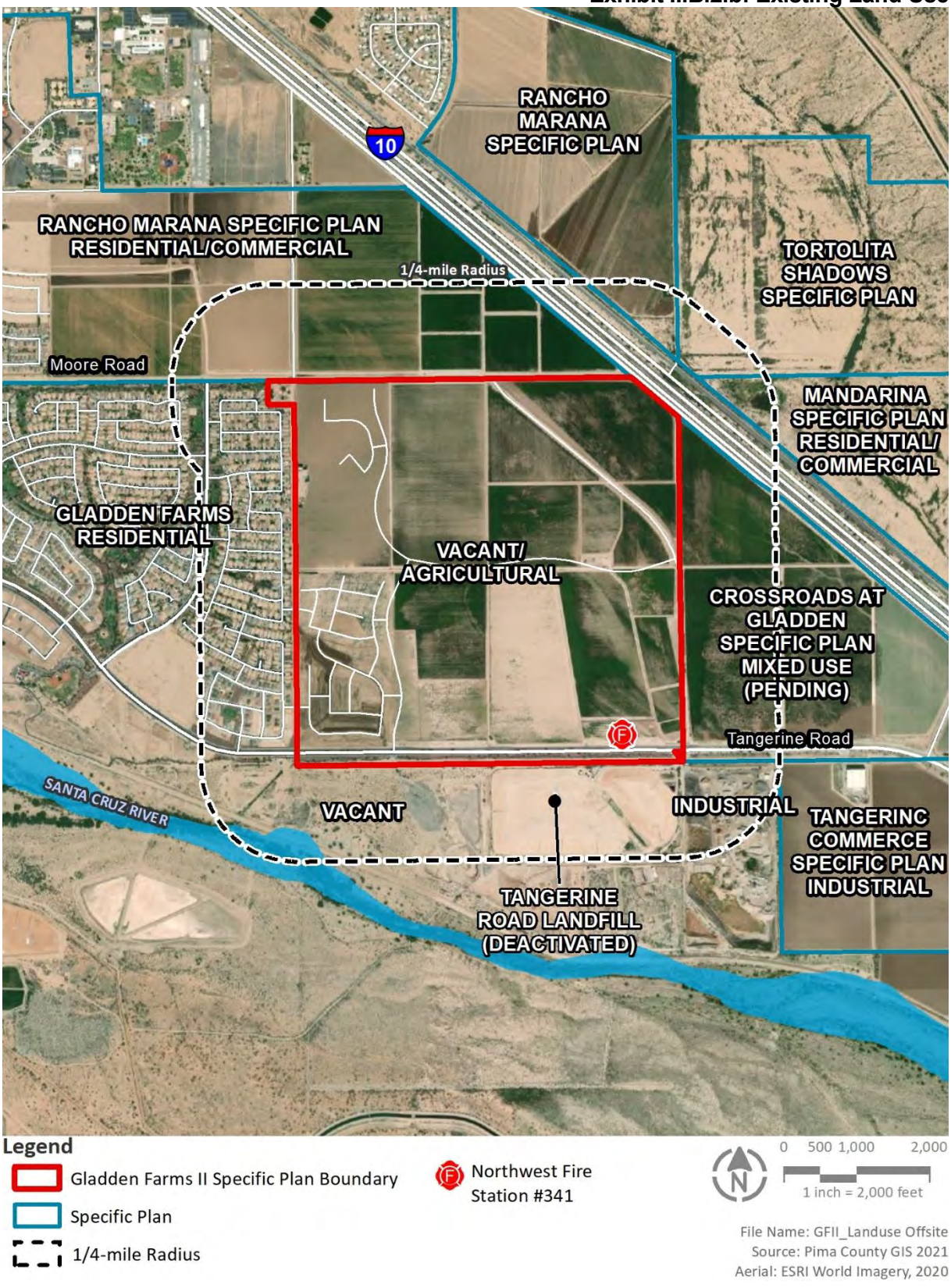
The project site is surrounded by vacant, agricultural land to the north and east. Gladden Farms I to the west is currently built out with residential development. Commercial development in Gladden Farms I remains undeveloped. To the south lies the Northwest Fire District Station #341, the deactivated Tangerine Road Landfill, and a gravel pit.

Table 4: Land Uses within a ¼-Mile Radius

North	Vacant -- future residential and commercial (Rancho Marana Specific Plan has been approved) and Vanderbilt Block Plat (approved)
South	Northwest Fire District Station #341, Tangerine Road Landfill (no longer active) and gravel pit.
East	Pending The Crossroads at Gladden Specific Plan
West	Gladden Farms I, residential, vacant commercial; park and open space.

See Exhibit II.B.2.b: Existing Land Use.

Exhibit II.B.2.b: Existing Land Use



c. *Building Heights*

The properties to the north and east are vacant. To the south is the deactivated Tangerine Road Landfill and a sand and gravel operation. The existing development in the Gladden Farms I subdivision to the west is a mixture of one- and two-story homes not to exceed 25 feet (30 feet with the approval of the Marana Town Council). See Photo 12 below in Section f: Architectural Style of Adjacent Development for examples of development in Gladden Farms I.

d. *Pending and Conditional Rezonings*

The Crossroads at Gladden Specific Plan is currently under review for the property to the east. This proposed Specific Plan would replace the Shops at Tangerine and the I-10 Motorplex Specific Plan.

e. *Subdivision/Development Plans Approved*

Gladden Farms I is built out except for the commercial parcel at the corner of Lon Adams and Tangerine Roads. Several blocks from Gladden Farms II are in various stage the approval process. Final plats are currently under review for Blocks 28, 33, 34, 37 and 42. Final plats are recorded for Block 27 Phase II and Block 31.

The Rancho Marana Final Plat was approved by Town Council on July 6, 2004 and adopted with Resolution 2004-154 on December 7, 2004. The final plat for Blocks 1-13 of the Vanderbilt subdivision was approved by Town Council on February 15, 2005.

f. *Architectural Style of Adjacent Development*

Land to the north and east of the project site is currently vacant. Gladden Farms I has been built out with one- and two-story single-family detached homes. The initial phase of Gladden Farms II has been developed under the same design standards of Gladden I, with more lots coming online in the near future. At build-out, the minimum lot size adjacent to the project site will range from 6,000 – 8,000 square feet. The photo to the right demonstrates the character of the adjacent development in Gladden Farms II.



Photo 12: Homes in the Gladden Farms II subdivision to the west.

C. Topography and Slope

The project site has historically been used for agricultural purposes and has previously been graded. There are no significant topographical features on the property. See Exhibit II.C: Topography.

1. Hillside Conservation Areas
No hillside conservation areas exist on-site.

2. Rock Outcrops
No rock outcrops exist on the project site.

3. Slopes of 15% or Greater
There are no slopes over 15% on the project site.

4. Other significant Topographic Features
No other topographic features such as protected peaks and ridges exist on-site.

5. Pre-Development Cross-Slope
The average cross-slope is approximately 1/10 of 1%. The grades are generally conducive to development and should not represent a constraint.

Exhibit II.C: Topography



Legend:

Project Boundary

Adjacent Parcels

1. There are no slope of 15 percent or greater.
2. There are no peaks or ridges on-site.
3. 2' Contour intervals.

THE PLANNING CENTER
110 S. CHURCH AVE., SUITE 6320
TUCSON, AZ 85701 (520) 623-6146

0' 600' 1200'

Location: planneras.bil\tax-visibility.dwg

D. Hydrology

This portion of the Specific Plan includes a description of on-site and off-site pre-development hydrologic characteristics and water resources.

1. Off-site Watersheds

The site adjoins farm fields on the east and natural desert and the landfill on the south. The fields slope generally to the northwest and any drainage is sheet flow. The natural desert slopes west to the Santa Cruz River. The landfill located south of the site contains any water falling on the site.

Two off-site watersheds impact the site along the eastern project boundary as depicted on Exhibit II.D.1 Off-Site Hydrology. Watershed I has a drainage area of 243 acres and generates a 100-year design flow of 445 cfs. Off-site Watershed II has a drainage area of 60 acres and generates a 100-year design flow of 153 cfs. The runoff for both off-site watersheds is sheet flow that is directed to the northwest of each watershed via the constructed roads and irrigation channels.

Per the Master Drainage Report for Vanderbilt Farms, an existing culvert under Interstate 10 discharges (Q100=262 cfs) into the northeastern corner of the project site. The mentioned report also states that a channel is proposed to discharge the culvert flow into the Santa Cruz River. The channel has not been constructed and therefore the flow was considered in this study.

2. Off-Site Watershed Features

There are significant off-site watershed features within the above-described watersheds that affect the flows onto the site. The off-site watersheds consist of agricultural fields with 0% impervious surfaces and a vegetative cover density of 5%. The soils type was determined to be 100% B. Runoff is directed north and south by the constructed roads and irrigation ditches.

A significant man-made feature is the landfill located along the south property boundary.

Another major feature located off-site is the Santa Cruz River, which is approximately 1000-feet from the southwest corner of the site. A levee has been constructed along the north side of the river. The FEMA floodplain is contained within the levee based on the approved Letter of Map Revision (LOMR) for the Lower Santa Cruz River Levee, effective date September 16, 2004

3. Pre-Development On-Site Hydrology

The pre-developed on-site watersheds also consist of agricultural fields with 0% impervious surface and a vegetative cover density of 5%. The soils type was determined to be 100% B.

The project site contains three pre-developed watersheds as depicted on Exhibit II.D.2 On-Site Hydrology. Pre-Developed Watershed A has a drainage area of 132 acres and generates a 100-year design flow of 241 cfs. Pre-Developed Watershed B has a drainage area of 108 acres and generates a 100-year design flow of 205 cfs. Pre-Developed Watershed C has a drainage area of 440 acres and generates a 100-year design flow of 468 cfs. The hydrologic data sheets for Pre-Developed Watersheds A and B were obtained from the Master Drainage Report for Gladden Farms I. There are no defined floodplains.

The LOMR for the Lower Santa Cruz River Levee locates the project site within Shaded Zone X, which is defined as areas protected by levees from the 100-year flood.

4. Existing Downstream Conditions

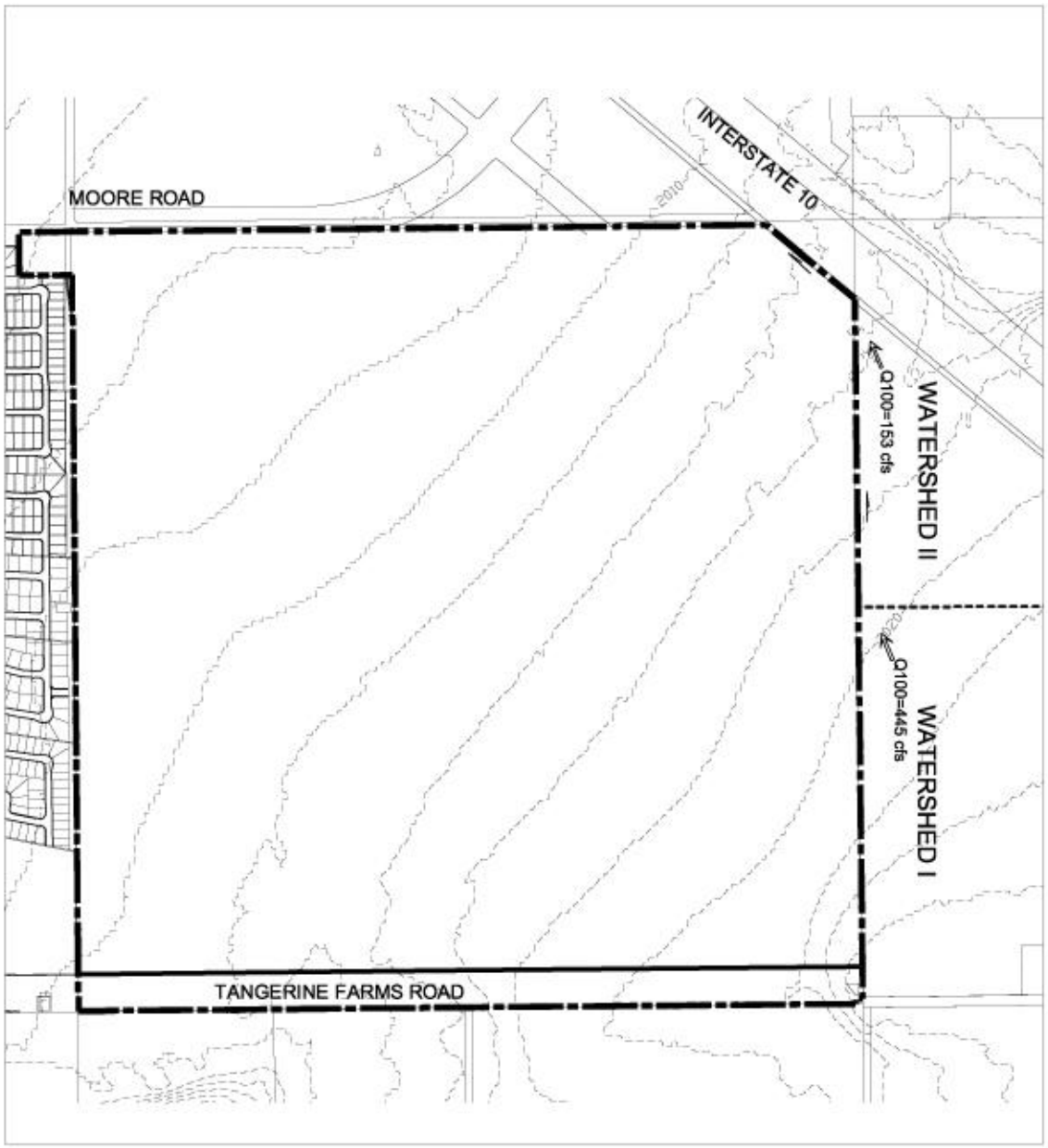
The Gladden Farms I subdivision is located along the west boundary of the site and the proposed Vanderbilt Farms subdivision is located north of the project site. Per the Vanderbilt Farms Master Drainage Report, the runoff combined from Off-site Watersheds I and II and Pre-Developed Watershed C was determined to be 743 cfs. When combined with the flow from the existing culverts under Interstate 10, the total design flow was determined to be 836 cfs. This runoff is conveyed through the Moore Road right-of-way to the Santa Cruz River. The referenced report states that the existing Moore Road right-of-way has a conveyance capacity of 862 cfs. Thus, the runoff generated from the off-site and on-site watersheds will not affect downstream developments located north of Moore Road.

In addition, per the Master Drainage Report for Gladden Farms I, a berm is proposed west of the Pacheco Property project site. As a result, runoff generated from Pre-Developed Watersheds A, B and C will be directed north to Moore Road.

5. Section 404 Permit

The characteristics of Jurisdictional U.S. Waters, such as high water marks or sandy bottom washes are not present within this project site.

Exhibit II.D.1: Off-Site Hydrology



Legend:

- Project Boundary
- Adjacent Parcels
- Watershed Boundary

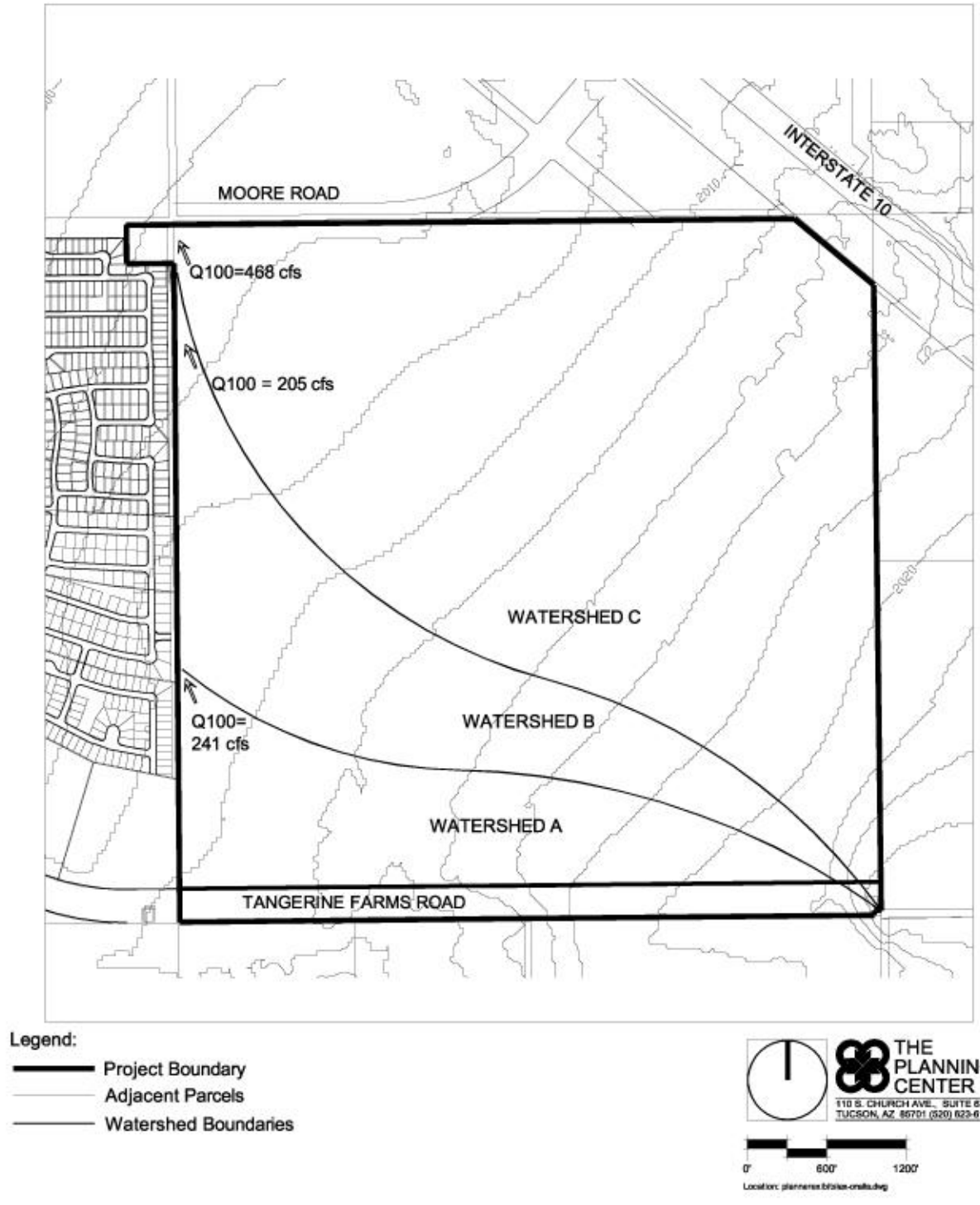
THE PLANNING CENTER
110 S. CHURCH AVE., SUITE 6320
TUCSON, AZ 85701 (520) 623-6146

0' 600' 1200'

Location: planners\exhibits\ex-offsite-hydro.dwg

Note: 2' Contour intervals.

Exhibit II.D.2: On-Site Hydrology



E. Vegetation

This portion of the Gladden Farms II Specific Plan includes vegetative communities and associations and wildlife habitats identified within the site.

1. Vegetative Communities and Associations on the Site

The entire project site is classified as Agricultural/Developed/Bare Ground according to the Pima County Land Information System (PCLIS). The site has historically been used for agricultural purposes and has been graded entirely. Any native vegetation that existed on the site has been removed.

See Exhibit II.E.1: Vegetation Communities and Densities

2. Significant Cacti and Groups of Trees and Federally-Listed Threatened or Endangered Species

There are no significant cacti, trees, or endangered species on the property. Within a 3-mile radius the Thornber Fishhook Cactus has been known to occur. The project does not occur within any Proposed or Designated Critical Habitats.

Table 1: Special Status Species within 3-Mile Radius

Name	Common Name	State
Mammillaria thornberi	Thornber Fishhook Cactus	SR

State—State of Arizona
SR—Salvage Restricted: collection only with a permit

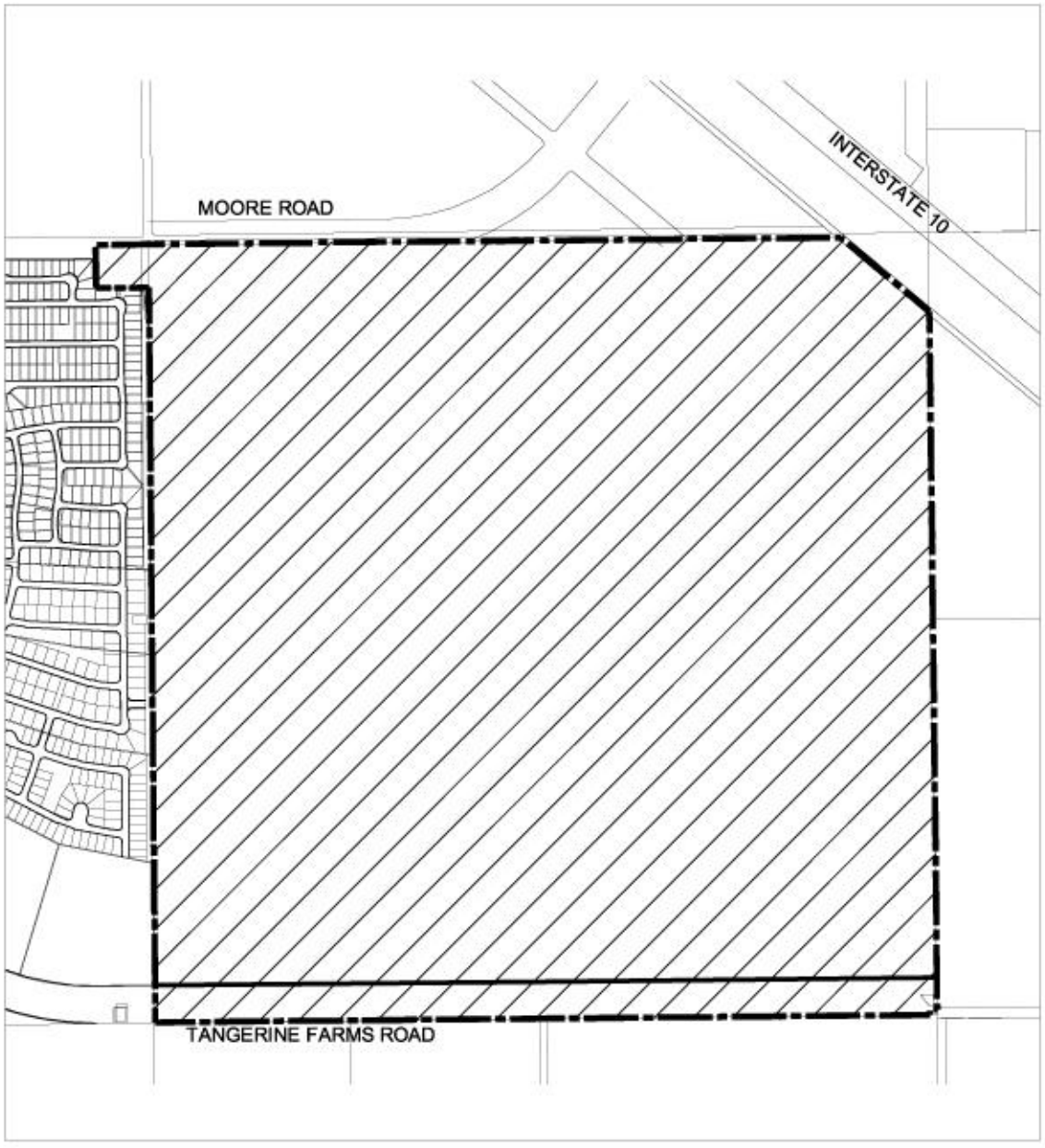
See Exhibit II.E.2: Arizona Game and Fish Department Letter

3. Vegetative Densities

The project site exhibits little or no density of vegetation as it has been graded for agricultural purposes.

See Exhibit II.E.1: Vegetative Communities and Densities

Exhibit II.E.1: Vegetative Communities and Densities



Legend:

- Project Boundary
- Adjacent Parcels
- Agricultural/Bare Ground/Developed

Notes:

1. No native vegetation on site.
2. 2' Contour intervals.

THE PLANNING CENTER
110 S. CHURCH AVE., SUITE 6320
TUCSON, AZ 85701 (520) 623-6146

0' 600' 1200'

Location: planners:bf/ex-vegetation.dwg

Exhibit II.E.2: Arizona Game and Fish Department Letter

RECEIVED
OCT 18 2004

THE STATE OF ARIZONA
GAME AND FISH DEPARTMENT
2221 WEST GREENWAY ROAD, PHOENIX, AZ 85023-4399
(602) 942-3000 • AZGFD.COM

GOVERNOR
JANET NAPOLITANO
COMMISSIONERS
CHAIRMAN, SUSAN E. CHILTON, ARIVACA
W. HAYS GILSTRAP, PHOENIX
JOE MELTON, YUMA
MICHAEL M. GOLIGHTLY, FLAGSTAFF
WILLIAM H. MCLEAN, GOLD CANYON
DIRECTOR
DUANE L. SHROUFE
DEPUTY DIRECTOR
STEVE K. FERRELL

October 12, 2004

Ms. Megan Johnson
The Planning Center
110 S. Church
Suite 6320
Tucson, AZ 85701

Re: Special Status Species Information for **Township 11 South, Range 11 East Section 35; Proposed Residential Community.**

Dear Ms. Johnson:

The Arizona Game and Fish Department (Department) has reviewed your request, dated September 29, 2004, regarding special status species information associated with the above-referenced project area. The Department's Heritage Data Management System (HDMS) has been accessed and current records show that the special status species listed on the attachment have been documented as occurring in the project vicinity (3-mile buffer). In addition this project does not occur in the vicinity of any Proposed or Designated Critical Habitats.

The Department's HDMS data are not intended to include potential distribution of special status species. Arizona is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there. Not all of Arizona has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity.

Making available this information does not substitute for the Department's review of project proposals, and should not decrease our opportunities to review and evaluate new project proposals and sites. The Department is also concerned about other resource values, such as other wildlife, including game species, and wildlife-related recreation. The Department would appreciate the opportunity to provide an evaluation of impacts to wildlife or wildlife habitats associated with project activities occurring in the subject area, when specific details become available.

AN EQUAL OPPORTUNITY REASONABLE ACCOMMODATIONS AGENCY

Exhibit II.E.2: Arizona Game and Fish Department Letter cont.

Ms. Megan Johnson
October 12, 2004
2

If you have any questions regarding this letter, please contact me at (602) 789-3619. General status information, county and watershed distribution lists and abstracts for some special status species are also available on our web site at http://www.azgfd.com/hdms.

Sincerely,

Ginger Ritter

Ginger L. Ritter
Heritage Data Management System, Data Specialist

SSS:glr

Attachment

cc: Rebecca Davidson, Project Evaluation Program Supervisor
Joan Scott, Habitat Program Manager, Region V

AGFD # 09-30-04 (07)

Exhibit II.E.2: Arizona Game and Fish Department Letter cont.

Special Status Species within 3 Miles of T11S, R11E Sec. 35

NAME	COMMON NAME	ESA	BLM	USFS	STATE
Coccyzus americanus occidentalis	Western Yellow-billed Cuckoo	C		S	WSC
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	LE			WSC
Mammillaria thornberi	Thornber Fishhook Cactus				SR
Sigmodon ochrognathus	Yellow-nosed Cotton Rat	SC			

No Critical Habitats in project area. AGFD # 09-30-04(07). Proposed Residential Community.

Arizona Game and Fish Department, Heritage Data Management System, October 12, 2004.

F. Wildlife

1. Presence of State-Listed Threatened or Endangered Species

No threatened or endangered species occur on the project site, but according to the Arizona Game and Fish Department the following special status species occur within a 3-mile radius:

Table 2: Special Status Wildlife Species within 3-Mile Radius

Name	Common Name	ESA	USFS	State
Coccyzus americanus occidentalis	Western Yellow-billed Cuckoo	C	S	WSC
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy Owl	LE		WSC
Sigmodon ochrognathus	Yellow Nosed Cotton Rat	SC		

ESA—Endangered Species Act (1973 as amended)

- C—Candidate: Species for which USFWS has sufficient information on biological vulnerability and threats to support proposals to list as Endangered or Threatened under ESA. However, proposed rules have not yet been issued because such actions are precluded at present by other listing activity.
- LE—Listed Endangered: Imminent jeopardy of extinction.
- SC—Species of Concern: The terms “Species of Concern” or “Species at Risk” should be considered as terms-of-art that describe the entire realm of taxa whose conservation status may be of concern to the USFWS, but neither term has official status.
- USFS—United States Forest Service
- S—Sensitive: Those taxa occurring on National Forests in Arizona which are considered sensitive by the Regional Forester.
- State—State of Arizona
- WSC—Wildlife of Special Concern in Arizona. Species whose occurrence in Arizona is or may be in jeopardy, or with known or perceived threats or population declines, as described by the Arizona Game and Fish Department’s listing of Wildlife or Special Concern in Arizona (WSCA in prep). Species indicated on printouts as WSC are currently the same as those in **Threatened Native Wildlife in Arizona** (1988).

The project does not occur in any Proposed or Designated Critical Habitats, but it is within the Cactus Ferruginous Pygmy Owl Survey Zone 2.

See Exhibit II.E.2: Arizona Game and Fish Department Letter.

2. High Densities of a Given Species

There are no known high densities of a given species on the project site.

3. Aquatic or Riparian Ecosystems

There are no aquatic or riparian ecosystems on the project site.

G. Soils and Geology

This portion of the Gladden Farms II Specific Plan identifies geologic features and soil associations within the site. The following information is based on a geotechnical report prepared by Terracon on September 1, 2004.

1. Soils

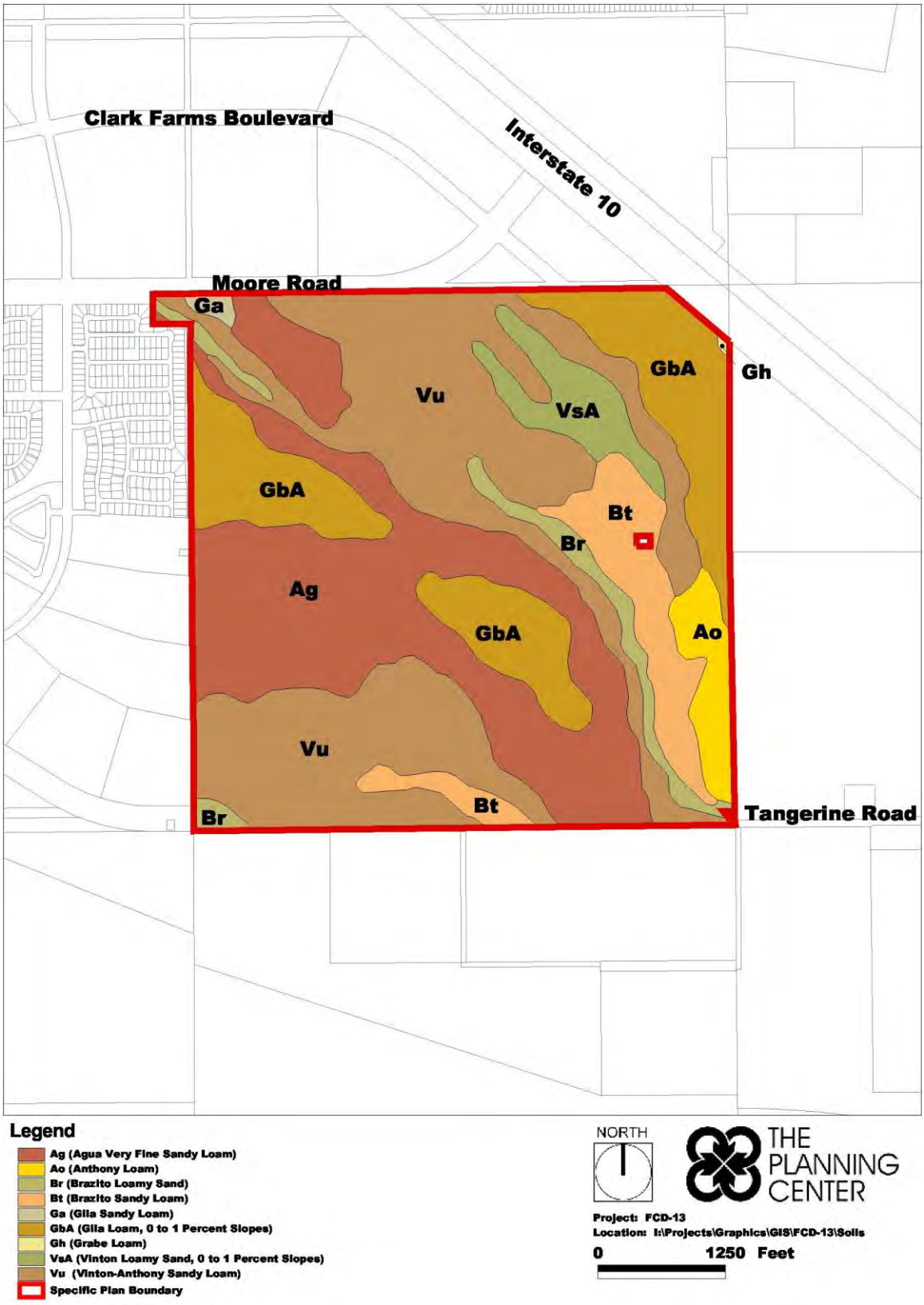
The preliminary geotechnical report identified subsurface soils consisting of sands with varying amounts of silt and gravel and sandy silts to sandy lean clays. In general, development on the soil is feasible. Further testing will be done prior to and during construction of the project.

See Exhibit II.G.1: Soil Associations

2. Geologic Features

The project site lies within the Santa Cruz River Basin where the topography consists of mountain ranges and relatively flat alluviated valleys. The alluvial materials mapped at the site consist of sand, silt, and gravel.

Exhibit II.G.1: Soil Associations



H. Environmental Resources

A Phase I Environmental Site Assessment (ESA) was performed on the project site. The site has historically been used for agriculture except for three houses that were built on the property. During the interview process, it was discovered that there had been underground storage tanks (USTs) near the northwestern homestead that were removed in 1985. It was recommended that the site undergo further evaluation for potential releases from the USTs, which has been completed. There are several above-ground storage tanks on the property, but they are not considered to be a recognized environmental concern.

I. Viewsheds

1. Viewsheds Onto and Across the Site

Due to a lack of topography and vegetation on the project site, distant views of the Santa Catalinas and the Tortolita Mountains are visible from the project site to the east, while the Tucson Mountains are visible to the west, and Picacho Peak is visible to the northwest. Southern views from the property are blocked by vegetation and the existing Tangerine Road Landfill.

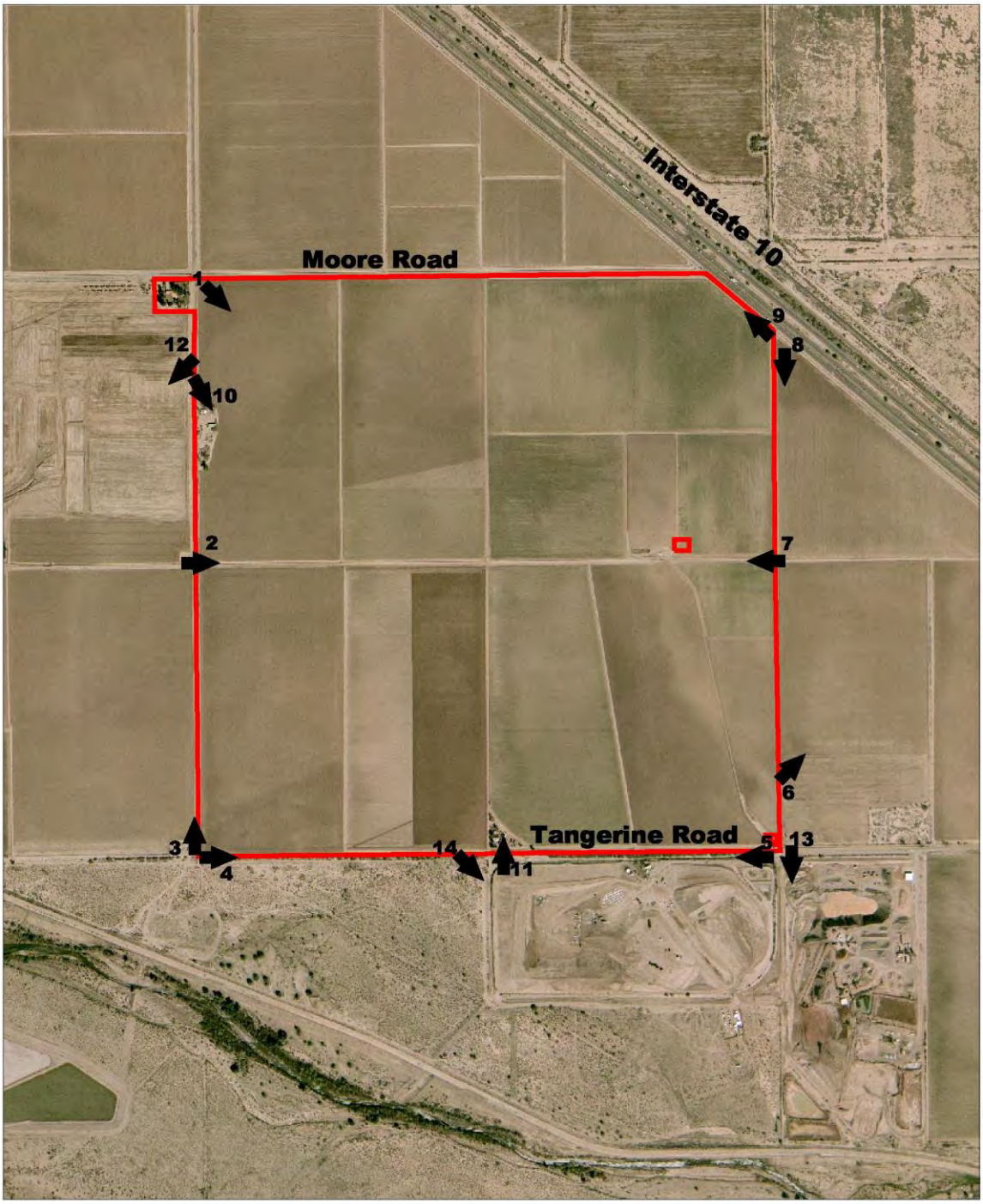
See Exhibit II.I.1(a): Photo Key Map and Exhibit II.I.1(b): Site Photos

2. Visibility from Adjacent Off-Site Uses

The project site is highly visible from adjacent off-site uses due to the lack of topography and vegetation except for the southern boundary. Visibility from the properties to the south is hindered by vegetation screening the landfill. Once Gladden Farms I is built out, visibility onto the site will decrease due to backyard walls.

See Exhibit II.I.1(b): Site Photos and Exhibit II.I.2: Areas of High Visibility.

Exhibit II.I.1(a): Photo Key Map



Legend

Project Site

NORTH

THE PLANNING CENTER

Project: FCD-13
Location: I:\Projects\Graphics\GIS\FCD-13\photo key

0 1500 Feet

Exhibit II.I.1(b): Site Photos





Photo 2: Looking east toward the Santa Catalina Mountains from the western boundary of the

Exhibit II.I.1(b): Site Photos cont.



Photo 3: Looking north between Gladden Farms I and the project site



Photo 4: Looking east along the southern boundary of the



Photo 5: Looking west towards the Tucson Mountains from the southeast corner.

Exhibit II.I.1(b): Site Photos cont.





Exhibit II.I.1(b): Site Photos cont.

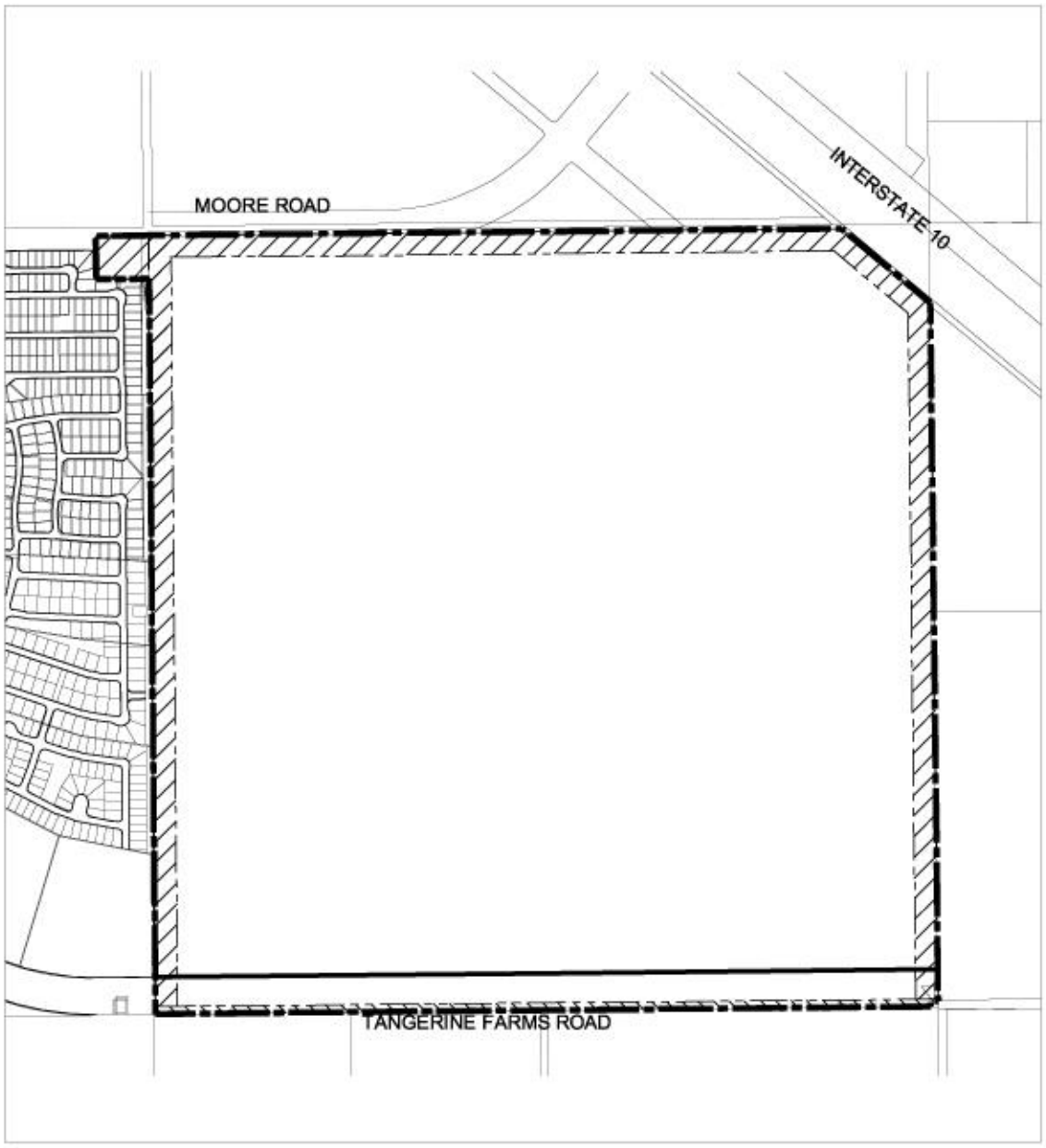


Photo 8: Looking south from the northeast corner of the property and adjacent to Interstate



Photo 9: Looking northwest from the northeast corner of the property and adjacent to Interstate

Exhibit II.I.2: Areas of High Visibility



Legend:

- Project Boundary
- Adjacent Parcels
- Area of high visibility from adjacent off-site locations.
- Area of low visibility from adjacent off-site locations.

Note: 2' Contour intervals.

THE PLANNING CENTER
110 S. CHURCH AVE., SUITE 6320
TUCSON, AZ 85701 (520) 623-6146

0' 600' 1200'

Location: planners.bf/tax-visibility.dwg

J. Traffic Circulation and Road System

This section identifies traffic circulation and the existing and planned road system currently serving the site.

1. Existing and Proposed Off-Site Streets

The project is located at the southeast corner of Moore Road and the Postvale Road alignment. At the southwest corner of the property, Tangerine Road becomes the proposed Tangerine Farms Road as it heads northwest through the Gladden Farms I development. Interstate 10 and the frontage road run adjacent to a small portion of the property's northeast corner. Both the Patton Road and Postvale Road alignments adjacent to the project site are to be abandoned.

2. Existing Access and Rights-of-Way

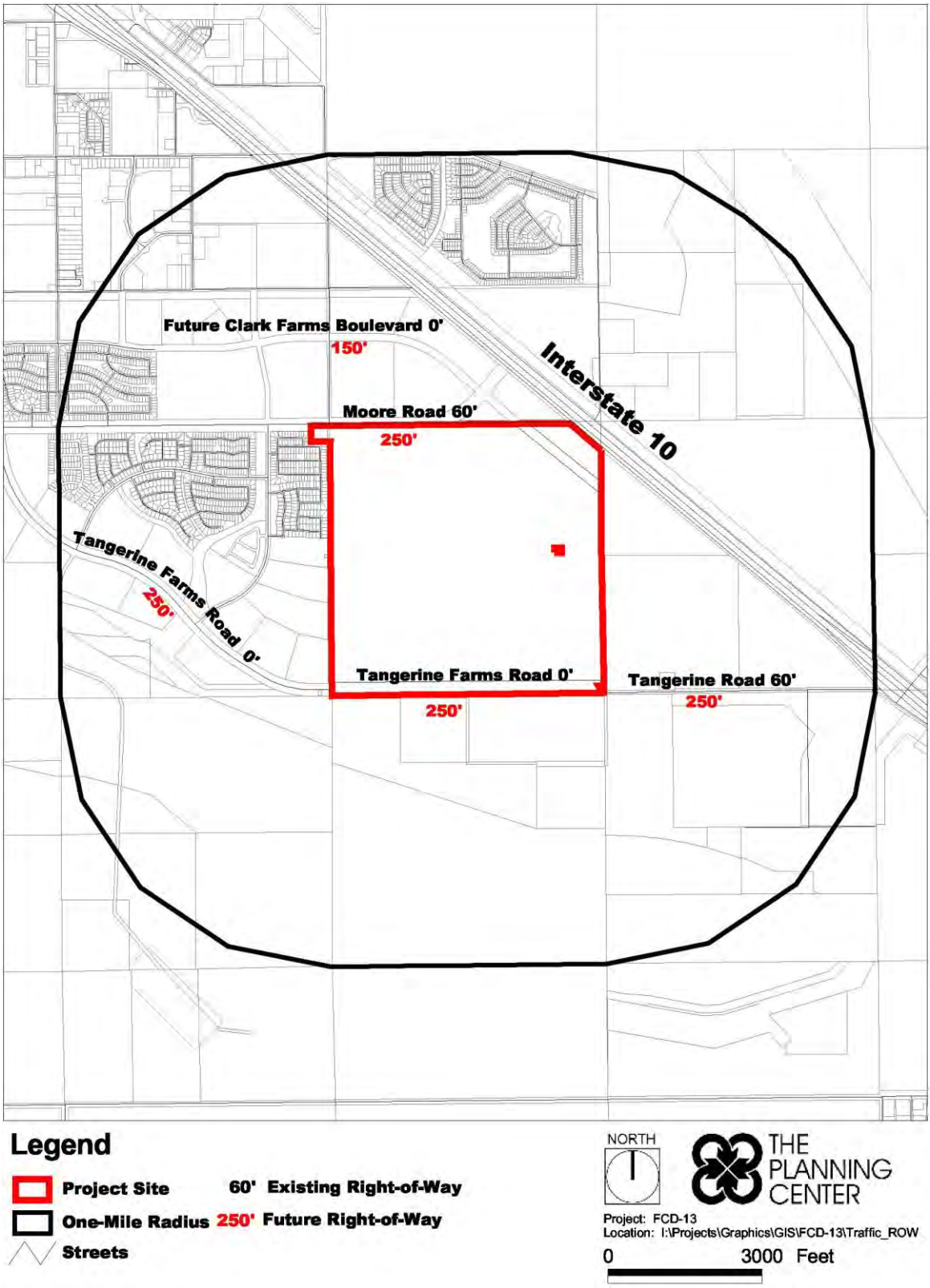
Northwest Marana has historically been agricultural and the demand on the roads has not been as high as more urban areas. As Northwest Marana continues to develop, the demand will increase. Table 5: Roadway Inventory describes arterial and collector roads within a one-mile radius of the project site.

Table 5: Roadway Inventory

	Moore Road	**Tangerine Road**	**Future Tangerine Farms Road**	**Future Clark Farms Boulevard**
Functional Classification	Arterial	Arterial	Arterial	Arterial
Existing R.O.W. (feet)	60	60	Not Applicable	Not Applicable
Future R.O.W. (feet)	250	250	250	150
Number of Lanes	2	2	4 Lanes (planned)	2-4 Lanes (planned)
Speed Limit	35	35	Not Known	Not Known
Ownership	Marana	Marana	Marana	Marana
ADT (Source, Year)	910 (Gladden Farms II TIA, 2005)	1,230 (Gladden Farms II TIA, 2005)	Not Available	Not Available
Capacity (Source, Year)	13,100 (Gladden Farms II TIA, 2005)	13,100 (Gladden Farms II TIA, 2005)	Not Available	Not Available
Continuous R.O.W.	Yes	Yes	Not Available	Not Available
Conforms to Width Standards	Yes	Yes	Not Available	Not Available
Surface Conditions	Pavement	Pavement	Not Available	Not Applicable

See Exhibit II.J.2: Existing and Future R.O.W.

Exhibit II.J.2: Existing and Future R.O.W.



3. Roadway Improvements

Table 6: Planned Roadway Improvements is a list of planned roadway improvements for arterial roads within a one-mile radius of the project site. The list was compiled by the Pima Association of Governments in the 2001-2025 Regional Transportation Plan Amendment, Adopted January 2004. The general scope, location, and the ID# used to identify and track the project are given. An "In Plan" status means that the projects are included in the funding, traffic, and air quality analyses of the plan and are expected to be completed by 2025. A "Reserve" status means that they are financially infeasible without a new funding source. All costs are given in $1000's of dollars and the sponsor is the jurisdiction responsible for the implementation of the project.

Table 6: Planned Roadway Improvements

Project Name	Plan ID#	Status	Cost (in $1,000's)	Sponsor
I-10: I-19 to Marana TI Widen to 8 Lanes	5.98	In Plan	$490,830	ADOT
Arterial Rd. East of I-10/Project #9 Tangerine Road to Pinal County Line Construct new 4 lane roadway	203.00	In Plan	$30,425	Marana
Moore Road Sandario to Postvale Reconstruct	65.89	In Plan	$400	Marana
Moore Road Postvale to Frontage Road Reconstruct	198.00	In Plan	$600	Marana
Moore Road I-10 Frontage to Luckett Widen to 4 Lanes	198.00	In Plan	68,600	Marana
Tangerine Farms Road Existing Tangerine Road to Luckett Construct new 4 lane road	197.00	In Plan	$60,300	Marana
Tangerine Road Extension Tangerine Farms Road to Twin Peaks/Sandario Intersection Construct new roadway	205.00	In Plan	27,000	Marana
I-10: Moore Road TI Construct new interchange	37.00	Reserve	$11,250	ADOT
Project #8 Tangerine Road to Lon Adams Road Construct new roadway	202.00	Reserve	$17,800	Marana

4. Intersections

Currently, the only major intersection in this area is the Interstate 10 and Tangerine Road interchange. As the area begins to develop, Moore Road and the future Tangerine Farms Road will see more traffic. This project will impact the I-10 and Tangerine Road interchange as well as future intersections along Moore Road.

5. Alternate Modes

There are no sidewalks or designated bike routes along existing roadways surrounding the property except in Gladden Farms I. The public roadway standards for Northwest Marana include sidewalks and paved multi-use lanes on arterial and collector streets.

K. Recreation and Trails

1. Open Space, Recreation Facilities, Parks, and Trails

The Ora Mae Harn District Park is located approximately ¾ of a mile northwest of the project site. This 40-acre facility is located on the northeast corner of Barnett Road and Lon Adams Road, adjacent to the Marana Municipal Complex. Park amenities include the following:

- 3 lighted ball fields
- 1 lighted soccer field
- 7 covered ramadas with gas grills, lighting and electrical outlets
- 2 lighted tennis courts
- 1 lighted basketball court
- 1 large soccer/multi-use field
- 1 outdoor swimming pool
- 3 lighted covered playground areas
- 1 community/recreation center

The Gladden Farms Community Park to the west includes a multi-use field, two little league fields, play structures, ramada, and restrooms.

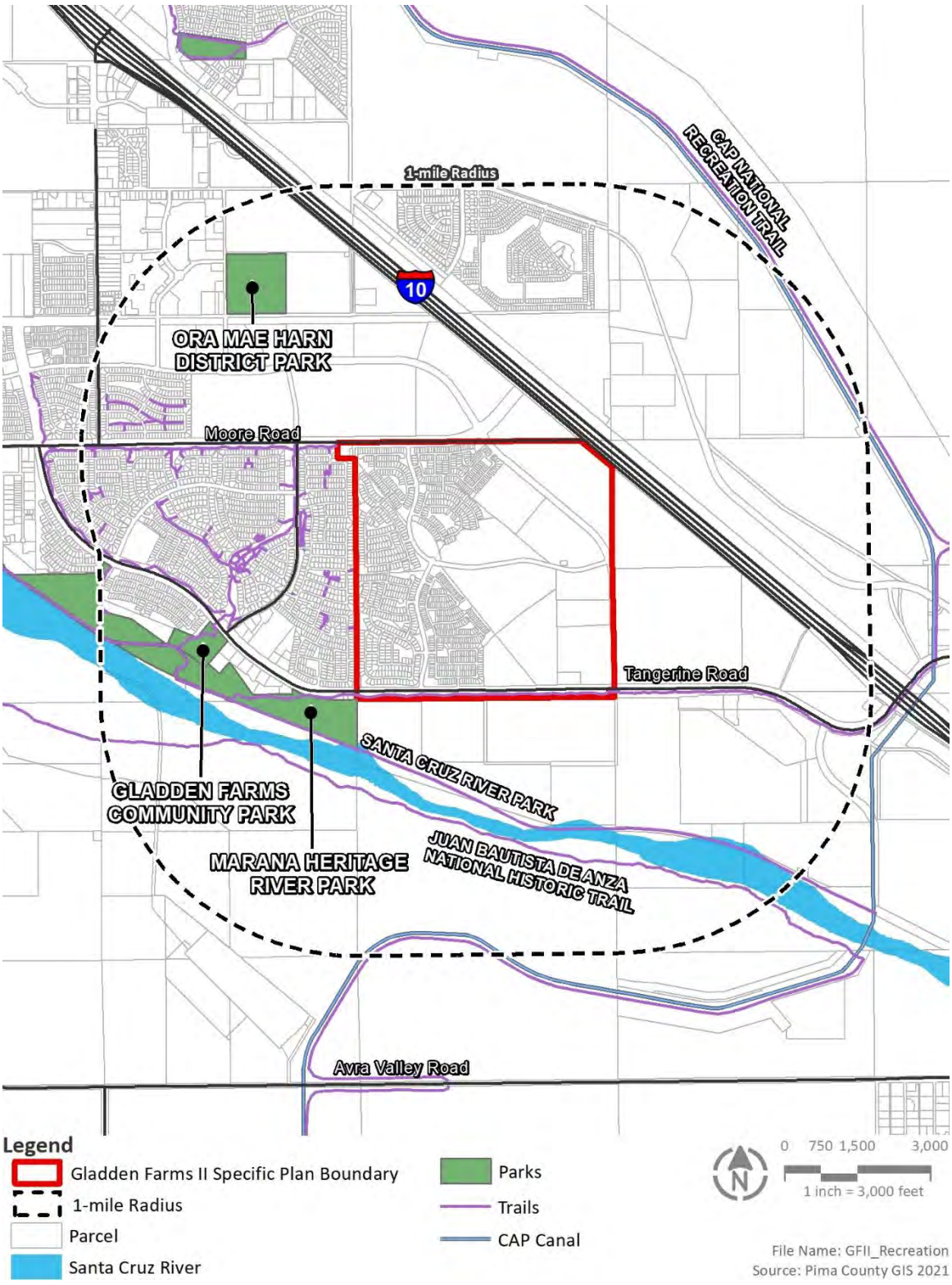
The Marana Heritage River Park also located to the west, has a pavilion, walking paths, community garden and access to the Santa Cruz River Park and Juan Bautista de Anza National Historic Trail.

Gladden Farms I immediately to the west has several smaller parks connected by a network of paseos and open space integrated into the development.

A multiuse path south of Tangerine Road connects the Marana Heritage River Park and the Santa Cruz River Park to the Central Arizona Project Recreation Trail (CAP) at Interstate 10. The CAP trail runs approximately one mile to the east and crosses under Interstate 10. The CAP Canal Trail is a primary trail open to pedestrians, bicyclists, and horseback riders; it also serves as a utility right-of-way. The shared use path within the Santa Cruz River Park runs in a northwesterly along the Santa Cruz River. The trail has full access for pedestrian, mountain bike, road, bike, and equestrian uses. There are trail heads on Cortaro Road and Sanders Road.

See Exhibit II.K.1: Open Space, Trails, and Recreation.

Exhibit II.K.1: Open Space, Trails, and Recreation



L. Cultural Resources

This portion of the Specific Plan identifies paleontological and cultural resources within the site. Such resources include both cultural artifacts and non-cultural remains (paleontological evidence) that could be from the prehistoric or historical periods.

1. Location of Resources On-Site

According to a records review conducted by SWCA in September 2004, approximately 60% of the project site has been surveyed for cultural resources. The research has indicated that two sites, AZ AA: 12:681(ASM) and AZ AA: 12:686(ASM) are partially within the project site. AZ AA: 12:681 (ASM) is a light Hohokam artifact scatter that has not been evaluated for National Register of Historic Places eligibility (Fish et al., 1992). AZ AA: 12:686 (ASM) is a dense Hohokam artifact scatter that has been recommended eligible for the National Register (Hesse, 2001).

Although the previous survey was conducted in 1983 it was performed by students from the University of Arizona and it was not surveyed in its entirety. For these reasons, SWCA recommends that a Class III (full pedestrian) survey be conducted to meet current standards and verify locations of the two sites previously found on the property. An archaeological study is currently being conducted.

2. Letter from the Arizona State Museum

The Arizona State Museum (ASM) indicated that a survey was done on the project site in 1983 and that there are two known sites on the property (AZ AA:12:681 and AZ AA:12686). The ASM recommends that an archaeological surface inspection of the project site be conducted. An archaeological study is currently being conducted.

See Exhibit II.L.2: Arizona State Museum Letter.

Exhibit II.L.2: Arizona State Museum Letter

RECEIVED
OCT 05 2004

THE UNIVERSITY OF
ARIZONA
TUCSON ARIZONA

Arizona State Museum
P.O. Box 210026
Tucson, AZ 85721-0026
(520) 621-6302
FAX: (520) 621-2976

October 4, 2004

Megan Johnson, Planner
The Planning Center
110 South Church St.
Tucson, Arizona 85701

Re: FCD-13, Archaeological Records Check related to Specific Plan for Pacheco Farms, ± 633 acres in S35 T11S, R11E, Salt and Gila River Baseline and Meridian.

Dear Ms. Johnson:

On September 29, 2004, you requested an archaeological records check related to the above-referenced property. I have consulted our records with the following results. The property has not been inspected for archaeological sites since the Northern Tucson Basin Study in 1983, which was done largely by students. In addition, one large site and one small one are known to be on the property. AZ AA:12:686(ASM) is known to extend well into the property. The eastern portion of the site (in Section 36) was the subject of testing and data recovery by Tierra Right of Way Services in 1995. A smaller site, AZ AA:12:681(ASM) may extend onto the SW corner of the property. Because of the age of the survey and because there are known sites on the property, the ASM recommends an archaeological surface inspections to assess the condition of the sites, to determine if important yet unreported prehistoric or historic sites are on the land, and to make recommendations about testing and data recovery. A list of archaeological contractors is available on our website at: http://www.statemuseum.arizona.edu/profsvcs/permits/permittees.asp
The archaeological consultant you choose should be aware that a treatment plan, testing, and possible data recovery will likely be required as not all of them do this type of work.

Archaeological surface inspection required under city or county ordinance, or a federal regulation, will require a written report describing the results of the surface inspection and will include recommendations. You are responsible for providing the report to the appropriate office requiring the inspection. The archaeologist will also submitted copies of your report to the appropriate archaeological site file office. If you have selected an archaeologist from the list provided, that contractor knows where and when to submit reports. If you have any questions, please do not hesitate to call me,

Sincerely,

Su Benaron

Su Benaron
Assistant Permits Administrator
(520)621-2096
sbenaron@email.arizona.edu

M. Existing Infrastructure and Public Facilities

1. Sewer

The project will utilize the Marana Wastewater Treatment Facility. This facility is scheduled to undergo expansion that will be completed in mid-2006. Additional expansion to the facility is scheduled for 2007/2008 time period. Currently, there is conveyance capacity in the existing sewer lines; however there are no sewer lines that serve the property. The developer will need to build sewer lines to connect to the existing system.

See Exhibit II.M.1.a: Existing Sewer and Exhibit II.M.1.b: Sewer Capacity Letter.

2. Fire Service

The project is currently served by the Northwest Fire District. Northwest Fire District Station #341 is located within the Specific Plan boundary at 10350 W Tangerine Rd.

See Exhibit II.M.2: Fire Service.

Exhibit II.M.1.a: Existing Sewer

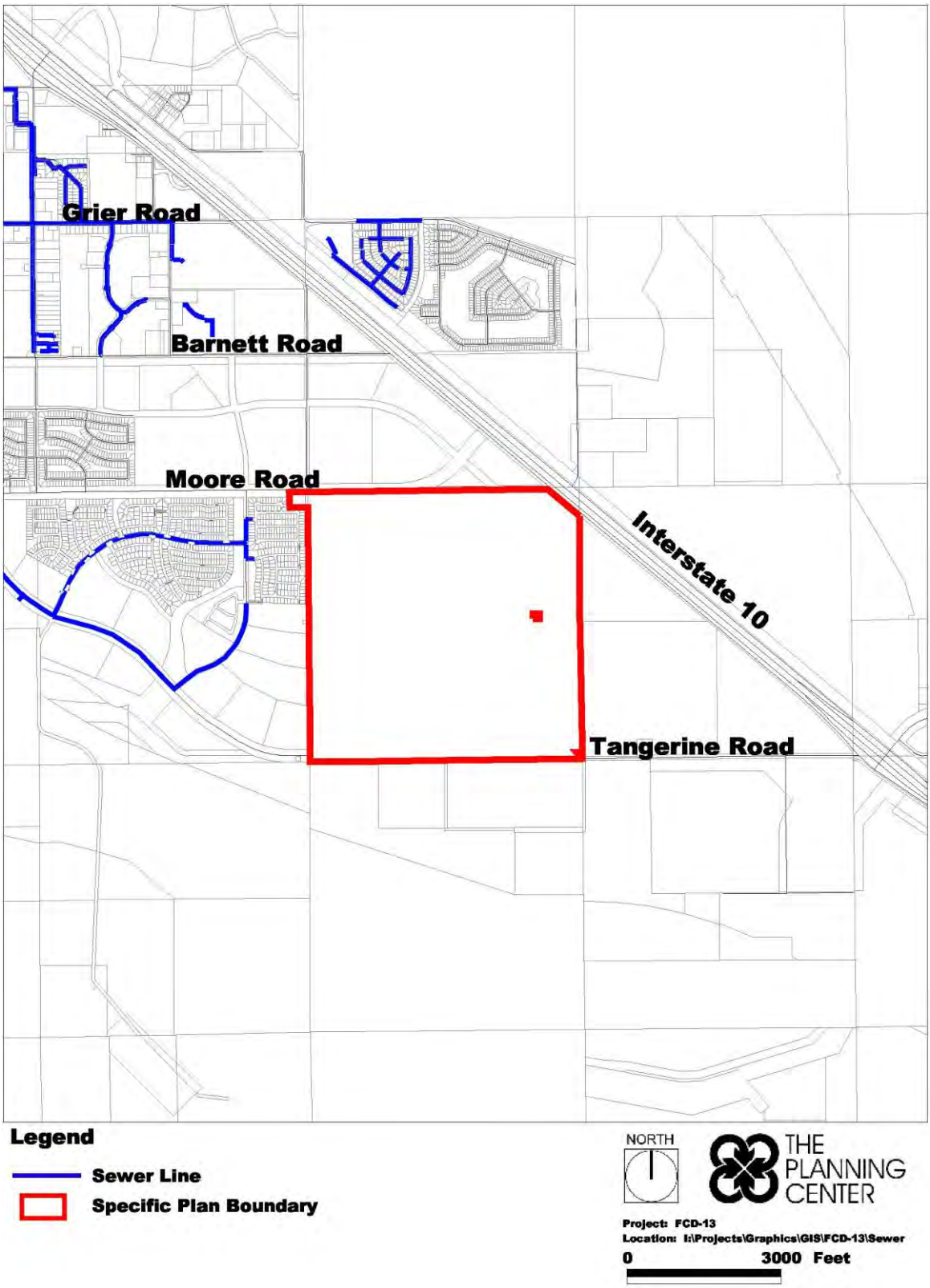


Exhibit II.M.1.b: Sewer Capacity Letter

Pima County
Development Services

Carmine DeBonis Jr.
Director
Office: 520.740.6506
fax: 520.740.6878

April 12, 2005

TO: Lisa Shafer, Planner
Town of Marana Development Center, Planning Department

FROM: Tim Rowe, P.E., Development Review Engineer (Wastewater)
Pima County Development Review Division

SUBJECT: Gladden Farms II Specific Plan
PCZ-05028

The Pima County Wastewater Management Department's Planning Services Section has reviewed the proposed plan amendment and rezoning and offers the following comment

The area covered under the specific plan is adjacent to the area served by Pima County's public sewer system.

This area will be tributary to the Marana Wastewater Treatment Facility (MWWTF). Treatment capacity to serve the initial phases of development within this area will not become available until the MWWTF is expanded to treat a minimum of 0.7 million gallons per day (MGD). This expansion is expected to be completed in mid-2006. Further expansion to accommodate the later phases of this development is programmed for the 2007/2008 time period.

Should the developers of this property wish to proceed before Pima County can provide the necessary treatment capacity to serve this area, the developers may need to enter into a Development Agreement with Pima County to fund, design, and construction the necessary treatment capacity at the MWWTF . Such a Development Agreement would also include some form of partial or full reimbursement provisions.

Public sewers are not currently available at the site boundary, and the developers of this property will need to build approximately 1.5 miles of off-site sewer line to connect to the existing public sewer system. They will also need to build appropriate flowthrough sewers through the property. Both of the off-site and the flowthrough sewers must be sized to accommodate both the flow from this area, and the flow from any up-gradient or down-gradient properties that can reasonably be expected to use the line.

Due to the extremely flat topography in this area, gravity sewering this property will be difficult, and the the alignment of the necessary off-site and flowthrough sewer lines will need to be chosen carefully.

Conveyance capacity in the existing conveyance system is currently available to serve the area covered under the specific plan, but this may change with time. Should conveyance capacity not be available when this property is developed, the developers of this area may need to augment the downstream conveyance system.

This letter is not a commitment of treatment or conveyance capacity allocation. Capacity allocation is accomplished by building the sewers necessary to serve the proposed development, in accordance

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http://www.pimaxpress.com

Exhibit II.M.1.b: Sewer Capacity Letter continued

Gladden Farms II Specific Plan
PCZ-05-028

April 12, 2005
Page 2 of 2

with terms and conditions of a formal Sewer Service Agreement that is normally prepared during the development plan or plat review process. If conditions change between now and the time a development plan or tentative plat is submitted, the property owner may be required to augment the existing public sewerage system in order to provide adequate treatment and conveyance capacity for this rezoning

If you wish to discuss the above comments/conditions, please contact Mr. Robert Decker, PCWMD Planning Services Manager at 740-6625.

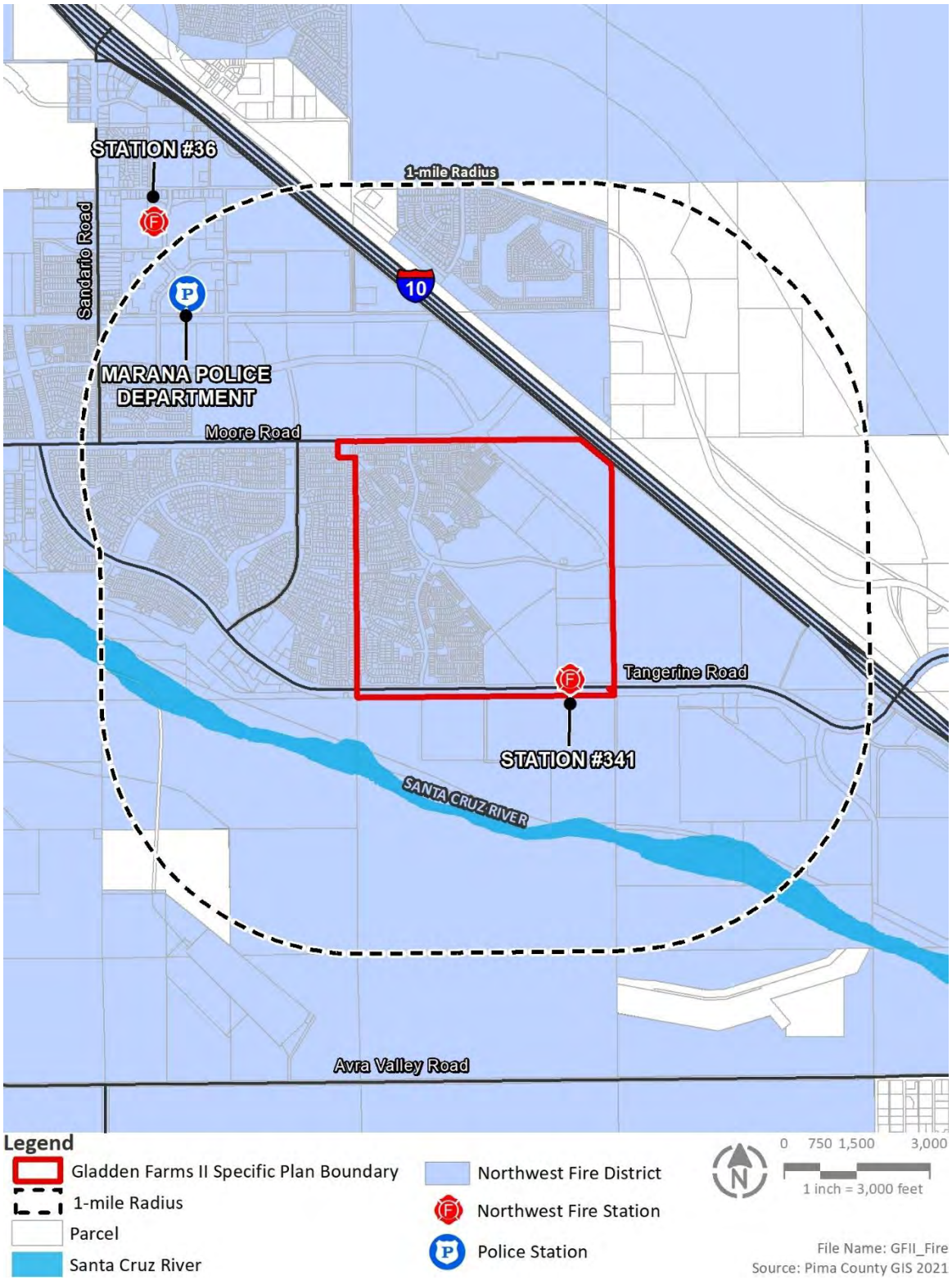
Tim Rowe

Tim Rowe, P.E., Development Review Engineer (Wastewater)
Pima County Development Review Division

TR/tr
Copy: Project

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http://www.pimaxpress.com

Exhibit II.M.2: Fire Service



3. Water

a. *Existing Wells*

Four wells are located on the project site. Two of them are owned by the Cortaro-Marana Irrigation District (CMID) and two are owned by Evco Farms, Inc. according the Arizona Department of Water Resources. Well #604813 is located in the eastern part of the property and is owned by CMID. Well #604812 is located in the southeast corner and is also owned by CMID. Both CMID wells are used for irrigation purposes. Wells #638525 and #638527 are owned by Evco Farms, Inc. and are used for domestic water purposes and will be removed by this development. Well #638525 is located in the northwest corner and #638527 is located along the Tangerine Road alignment.

See Exhibit II.M.3.a: Existing Water Lines and Wells.

b. *Water Service Letter*

The project site is located within the Town of Marana Water Service area. Therefore, water supply is assured. This does not imply that there is currently water service to the project site. A water service agreement between the developer and the Town of Marana is needed.

See Exhibit II.M.3.b: Water Service Letter.

c. *Non-Potable Water Use*

All new developments in Northwest Marana are required by the Town to implement a non-potable water system. Non-potable water use is required for the irrigation of landscaped open areas, recreation sites, and public facilities.

Exhibit II.M.3.a: Existing Water Lines and Wells

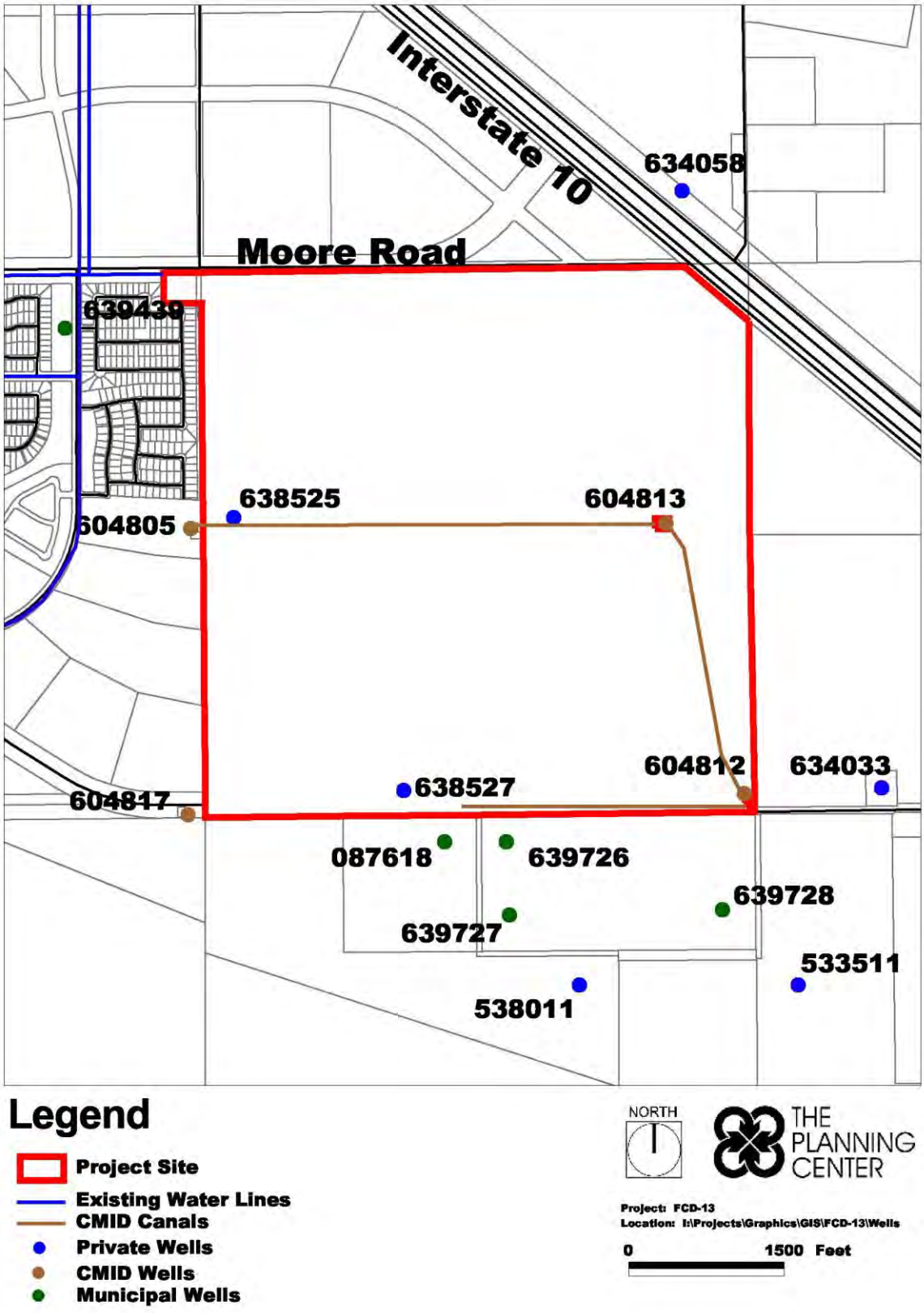


Exhibit II.M.3.b: Water Service Letter

RECEIVED
OCT 19 2004

MARANA
TOWN OF MARANA
WATER DEPARTMENT

October 18, 2004

The Planning Center
110 South Church
Suite 6320
Tucson, Az. 85653
Attn: Megan Johnson

Dear Ms. Johnson:

Re: **Pacheco Farms Specific Plan**
Specific Plan for ± 633 acres at Tangerine Road and Interstate 10 FCD-13

WATER SUPPLY

The Town of Marana has been designated by the State of Arizona, Department of Water Resources, as having an assured water supply. This does not mean that water service is currently available to the proposed development. The development does lie within the boundary of the Town of Marana water service area.

WATER SERVICE

The approval of water meter applications is subject to the availability of water service at the time an application is made. The developer shall be required to submit a water service agreement identifying water use, fire flow requirements and all major on-site and off-site water facilities.

The developer at his own expense shall construct a water distribution system to serve the development and transfer title of the system to the Town of Marana, in consideration the Town of Marana shall operate, maintain and service the system.

The comments made herein are valid for a period of one year only. If you have any questions, please do not hesitate to call our office at 382-2570.

Sincerely,

C. Brad DeSpain
Utilities Director

5100 W. INA ROAD ■ TUCSON, ARIZONA 85743 ■ PHONE: (520) 382-2570 ■ FAX: 382-2590

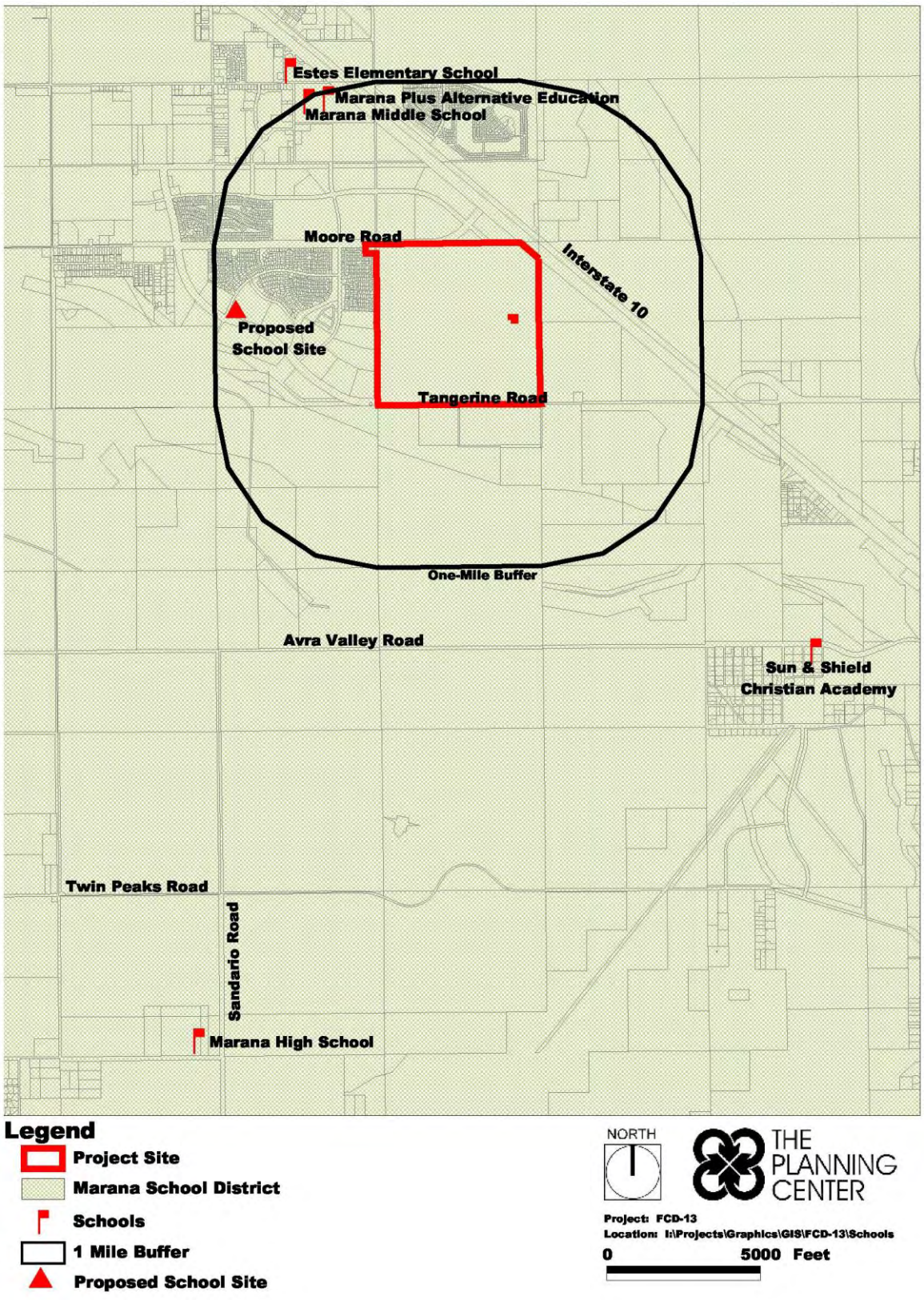
4. Schools

The project site is located within the Marana Unified School District. Estes Elementary School, Marana Middle School and the Marana Plus Alternative Education are located approximately one mile north of the project site. In addition, one school site will be dedicated within Gladden Farms I that may accommodate children from Gladden Farms II in the future. For now, the schools that will serve this development are:

- Estes Elementary School, 11279 West Grier Road (approximately 1 mile northwest of the project area).
- Marana Middle School, 11279 West Grier Road (approximately 1 mile northwest of the project area).
- Marana High School, 12000 West Emigh Road (approximately 4 miles southwest of the project area).

See Exhibit II.M.4: Schools.

Exhibit II.M.4: Schools



5. Private Utilities

a. *Natural Gas*

El Paso Natural Gas controls a gas line bisecting the project site. The gas line easement is approximately 60 feet wide and runs through the property from the northwest corner to the southeast corner; it will remain in place.

Southwest Gas Corporation has existing facilities in the area and will provide natural gas service to the site.

b. *Cortaro-Marana Irrigation District*

There are two wells and three irrigation ditches on the project site that are currently controlled by the Cortaro-Marana Irrigation District (CMID). Well #604813 is in the southeastern corner of the project site. Well #604812 is on the eastern side of the project, approximately half-way between the southern and northern boundaries. There is an irrigation canal from the southeast corner that connects the two wells. A second irrigation canal runs in an east-west direction bisecting the property and the third canal also runs in an east-west direction along the southern boundary. See Exhibit II.M.3.a: Existing Water Lines and Wells, for the location of the wells and canals.

c. *Communications*

Telephone service and line installation is available in this area through Qwest Communications.

Comcast Cable has cable services in the area and will likely provide service to the property.

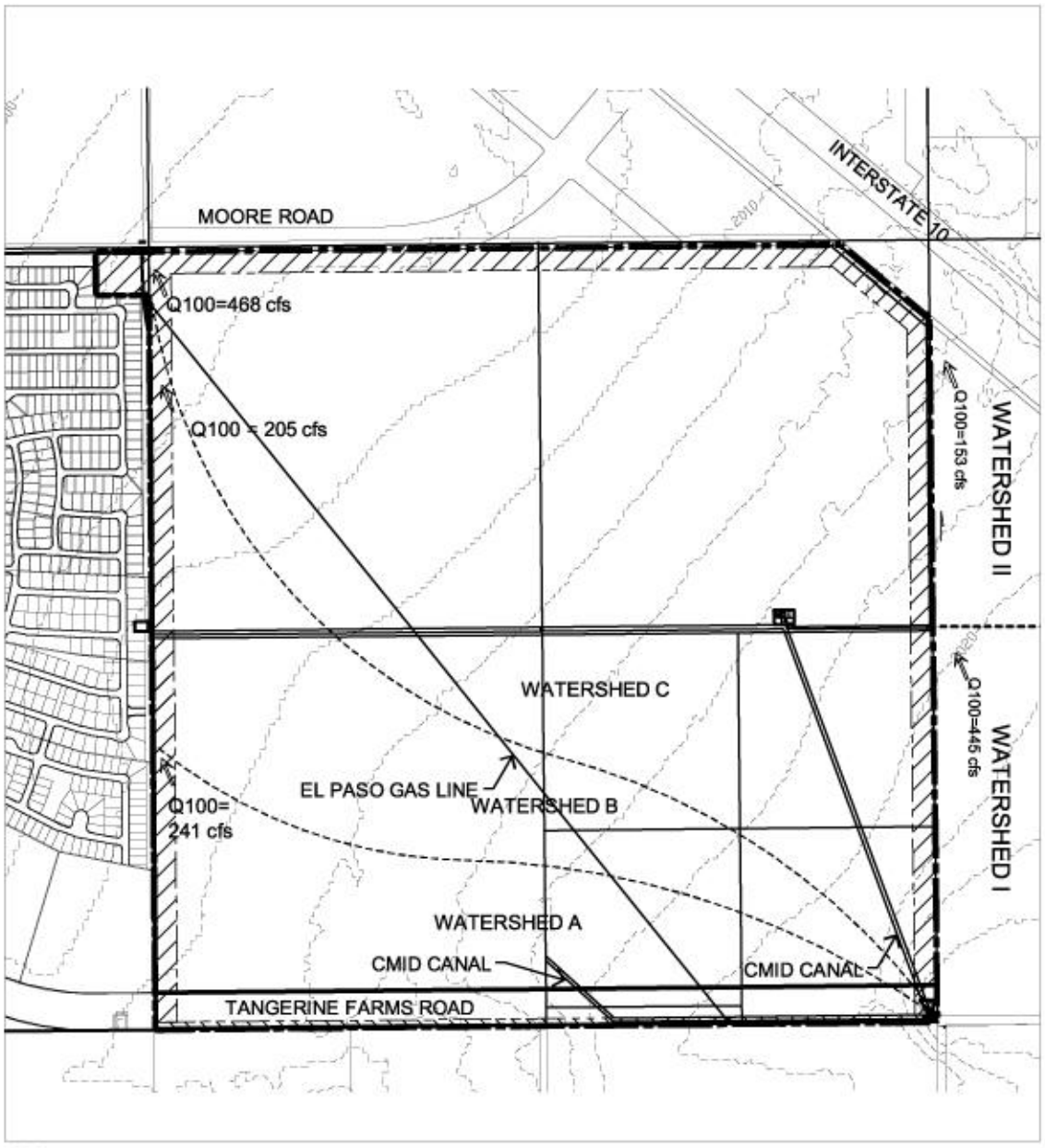
d. *Power*

The project site will be served by Tucson Electric Power.

N. McHarg Composite Map

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

Exhibit II.N: Composite Map



Legend:

- Project Boundary
- Adjacent Parcels
- Watershed Boundaries
- Area of high visibility from adjacent off-site locations.
- Area of low visibility from adjacent off-site locations.

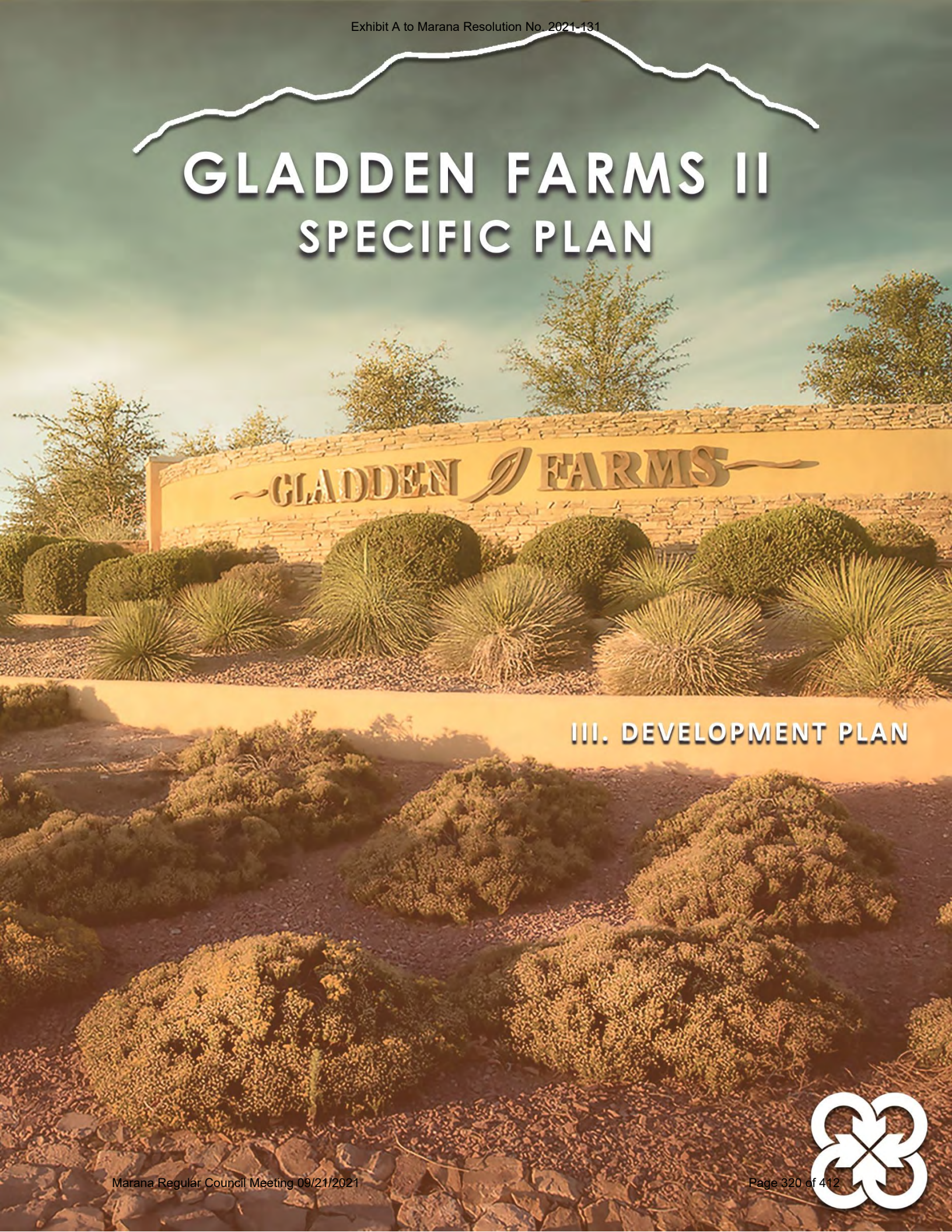
Note:
1. There is no native vegetation on-site.
2. There are no significant wildlife habitats on-site.
3. 2' Contour intervals.

THE PLANNING CENTER
110 S. CHURCH AVE., SUITE 6320
TUCSON, AZ 85701 (520) 623-6146

0' 600' 1200'

Location: planners4.bfs/ex-composite.dwg

GLADDEN FARMS II
SPECIFIC PLAN



III. DEVELOPMENT PLAN

A. Purpose and Intent

This section contains a description of the goals, objectives and policies of the plan combined with various plan components, which will meet the Town's vision for development in Northwest Marana. These components provide the rationale for the Development Regulations in Section IV.

This Specific Plan is a method used to implement the Make Marana 2040 General Plan at a more detailed site-specific level for a focused area. The Specific Plan clarifies the planning considerations for parcels within the Plan area and imposes regulations or controls on the use of such parcels. The Specific Plan establishes the type, location, density, and community character within the Plan area. The Plan contains the standards and guidance to ensure that development will occur in a controlled manner with infrastructure as planned.

The project development plan is the result of thorough site analysis and research. As a result of this, the plan resolves, as much as possible, development-related issues in the form of proposed physical improvements, guidelines for future development, technical information, and regulations.

B. Objectives of the Specific Plan

The objectives of the Specific Plan are intended to guide development of the site and provide direction for community design principles. This Specific Plan is intended to implement policies of the Make Marana 2040 General Plan while providing a unique development that meets specific needs of the site and the community. Development criteria established in this plan ensure quality design for the separate uses while maintaining a common theme throughout the project.

In recognizing the major development issues, the landowners' objectives, and Town requirements, a set of development plan goals have been established as follows:

- Implement the policies and guidelines of the Make Marana 2040 General Plan;
- Create a community that is compatible with existing and planned development;
- Establish design standards that encourage quality design of all structures while promoting the rural/agrarian theme described in the Plan;
- Build a community that is easily accessible and promotes multi-modal transportation and interconnectivity;
- Design a community that provides a variety of uses and housing types through the application of the Residential/Commercial Village concept;
- Provide uniform development regulations for land use, circulation, landscaping, and open space;
- Ensure coordinated, responsible planning through the use of cohesive procedures, regulations and guidelines;
- Build a mixed-use community that promotes higher density housing and commercial uses; and

- Provide a framework for the management and administration of this Specific Plan.

C. Relationship to Adopted Plans

The Marana General Plan designates the project as Master Planned Area (MPA) per adoption of the Marana General Plan, *Make Marana 2040,* by Town Council in 2019 and ratification by voters in 2020. The purpose of the MPA is to allow flexibility in site planning and design. Active specific plans in the Town are characterized by a variety of intensities and uses, including low to high density residential, differing scales of commercial development, industrial and employment related uses, and significant open space and natural areas.

This Specific Plan will provide a mix of housing types including single-family attached and detached as well as multi-family options. The mix is intended to provide diverse housing products/choices as outlined by the Marana General Plan; however, an overall density of 4-RAC is maintained.

D. Compatibility with Adjoining Development

The Gladden Farms II Specific Plan seeks to be compatible with the existing and planned development in the area. Gladden Farms I is just west of the project site. The same Master Developer is responsible for both Gladden Farms I and Gladden Farms II. As such, the Master Developer will create an integrated community that reflects the same extensive design considerations and theme. While each neighborhood within the respective developments will have unique identifying features, they will be compatible in look, quality of development, and amenities offered to the residents. Both Gladden Farms developments combine a mixture of residential densities with commercial, office, and recreational land uses to promote a village commercial theme. In addition, the two communities will be connected via local roads and paseos to promote community interaction.

North of Moore Road is the Rancho Marana Specific Plan. Currently, the land is vacant, but Rancho Marana is planned for a mixture of residential densities and office and commercial uses. The planned uses adjacent to Moore Road, which this Specific Plan will front, include Employment Center and Medium Density Residential. The recently adopted Vanderbilt Farms Block Plat is the first step of this development.

South of the project site lies the Pima County Tangerine Road Landfill. Though the landfill has been deactivated for several years, it will be buffered by vegetation and Tangerine Farms Road.

Agricultural land is currently to the east of the project site. It was originally planned for intense commercial use under the Shops at Tangerine and I-10 Motorplex. After years of inactivity the property is now being reimagined under the proposed The Crossroads at Gladden Specific Plan, which is being developed by the same Master Developer as Gladden I and II and will use similar regulations and standards to create a cohesive community. This plan will

replace the intense commercial use with a blend of uses including transitional, commercial, and commerce park. Clark Farms Boulevard will be constructed between Gladden Farms II and the property to the east. Land uses within Gladden II transition in density/intensity to blend with mix of uses associated with The Crossroads at Gladden.

E. Land Use Concept Plan

The Gladden Farms II Specific Plan encompasses approximately 636 acres in Northwest Marana, north of Tangerine Road, south of Moore Road, and east of the Gladden Farms I community. While this Plan does not include the Gladden Farms I community, the ultimate goal is to have Gladden Farms I and II function as a single community. As such, Gladden Farms II has been designed to transition from the residential uses along the western boundary to commercial uses in the east. The residential densities along in the west will feature 6,000 and 7,000 square foot lots, similar to those in Gladden Farms I. The densities increase to the east with High Density Residential (HDR) which allows the option for attached units. The increase in density provides an appropriate transition to the commercial areas on the eastern boundary.

The land use concept designates blocks along the eastern boundary for commercial use. Due to the proximity to Interstate 10, it is anticipated that the property to the east of Gladden Farms II will be developed as an intense regional commercial use: making residential uses less appropriate in this area. The commercial land use within the Specific Plan area is generally intended to serve the residents of Gladden Farms with neighborhood commercial services. It is possible that Blocks 29 may have higher intensity uses because it is located at a major intersection.

Gladden Farms II Amendment #3 replaces the Commercial designation on Blocks 38B and 43 with High Density Residential. See *Exhibit III.E.1: Land Use Concept Plan.* The increased demand for housing coupled with the current state of commercial development makes residential development a more effective use of these blocks. The change to residential use adds another 222 housing units to Gladden II, increasing the targeted number of allowed units from 2,345 to 2,567. See *Third Amendment Gladden Farms Specific Plan Land Use Table.* The High Density Residential continues the transition in density across Gladden II and blends with proposed changes to the commercial intensity for the property to east. New opportunities for commercial and employment uses to serve the Gladden communities and general area are proposed within The Crossroads at Gladden Specific Plan to the east. Block 38A retains its Commercial designation. It has been purchased by the Marana Unified School District for a future school.

Three blocks are designated for Transitional Use. Blocks 28 and 34 are being platted for residential use. Due to the small size of Block 44 in the northwest corner, it is not appropriate for high density housing or large retail uses.

The remaining areas of the Specific Plan include high-density and single-family detached residential options. The High Density Residential areas are concentrated along Tangerine Road and Clark Farms Boulevard. This designation supports a variety of housing types,

including single-family attached, small-lot single-family detached, and multi-family housing. The central and western portions of the site are composed of single-family detached residential lots ranging in size from 6,000 to over 7,000 square feet.

An open space overlay zone has been established to demonstrate the approximate location of the paseo system throughout the property.

See the Land Use Table and Exhibits III.E.1: Land Use Concept Plan and III.E.2: Land Use Designation Map.

Third Amendment

Gladden Farms Specific Plan Land Use Table

Block	Gross Acres	Net Acres	Land Use	Target for Lots/Units
26	28.7	20.7	SFD-6	96**
27	36.9	31.1	HDR	173**
28	27.8	23.2	TR	136***
29	64.1	57.8*	C	N/A
30	45.7	29.6	SFD-7	136**
31	26.1	22.3	SFD-6	115**
32	3.0	2.0	P	N/A
33	37.7	29.2	SFD-6	119
34	37.6	33.6	TR	105***
35	32.0	27.2	SFD-6	82**
36	27.4	20.5	HDR	88**
37	46.3	31.1	HDR	212***
38A	15.0	12.0	C	N/A
38B	16.0	12.0	HDR	148
39	48.2	32.4	SFD-7	123**
40A	20.1	14.2	HDR	88**
40B	32.9	20.2	HDR	119**
41	18.8	14.3	HDR	280
42	36.5	28.5	HDR	157***
43	28.75	20.8	HDR	304
44	2.3	1.4	TR	N/A
Total Acres	**636.3**	**495.5**		**2,567**
Open Space Overlay Zone/Drainage	72.2			
Roads	68.9			

Total Units: 2,567 (projected unit mix of 1,983 single-family lots and 584 individual units of multi-family housing)

Overall Density: 4 RAC

*Areas updated based on the block plat.
**Number of platted lots.
***Number of lots based on preliminary plat.

KEY:
SFD-7: Single-Family Detached
SFD-6: Single-Family Detached
HDR: High Density Residential
TR: Transitional
C: Commercial

P: Park

Exhibit III.E.1: Land Use Concept Plan

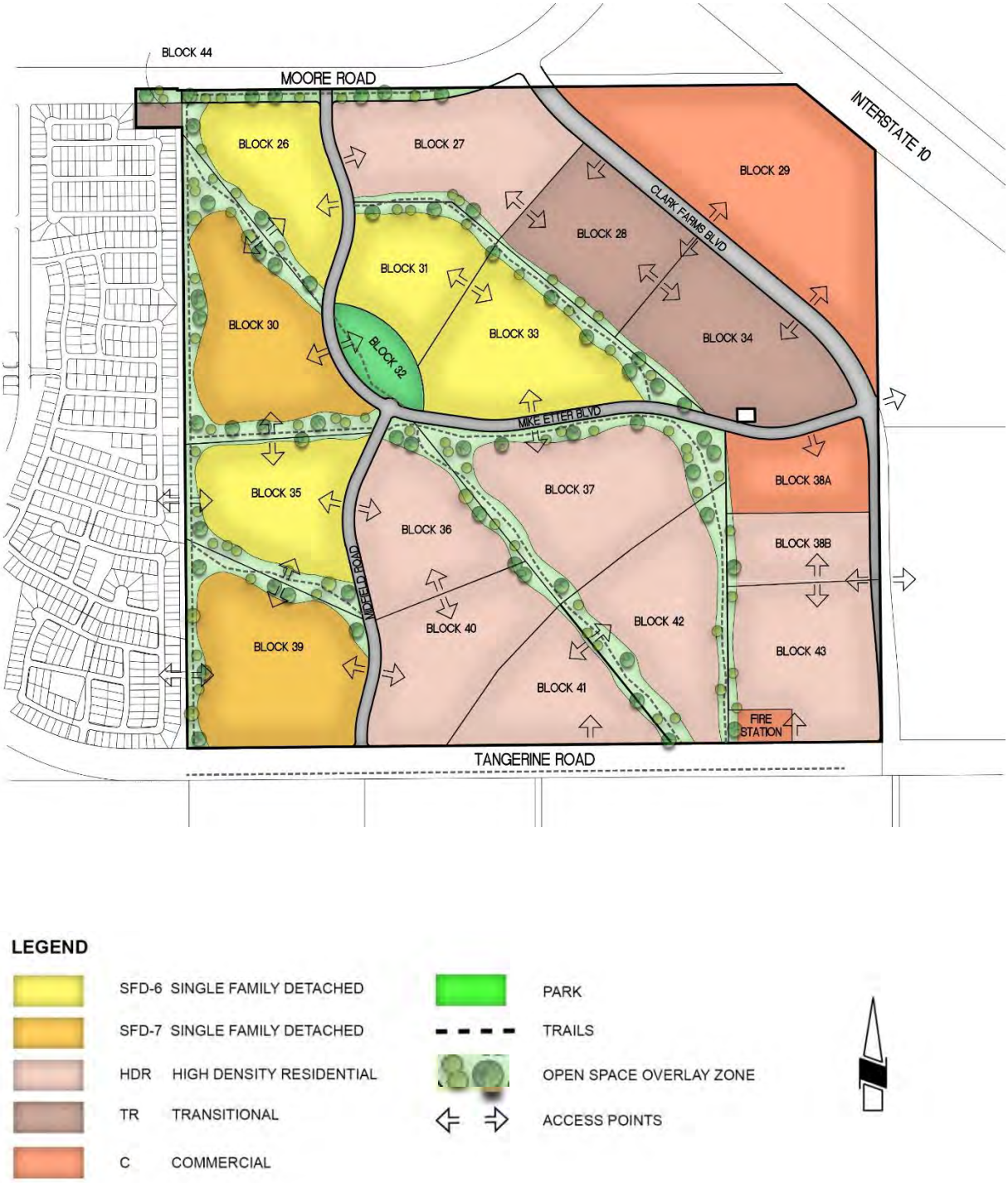


Exhibit III.E.2: Land Use Designation Map



F. Grading Concept

The entire site has been used for agriculture, and therefore, has been graded. This project proposes re-grading the entire site in order to create the paseos and the development areas.

Prior to site disturbance, additional geotechnical studies will be completed.

G. Post Development Hydrology

On-site developed flows will be retained in the paseos and retention basins within each development area. Per the drainage requirements for the Town of Marana, any new development is required to provide retention for the 100-year storm event and the 10-year storm event. In addition, engineered facilities are required to drain the basins within 36 hours.

H. Environmental Resources

Any above-ground storage tanks will be removed from the property and properly disposed. The on-site septic system will be abandoned in accordance with Pima County regulations.

I. Viewsheds

The project site is relatively flat with no significant topographical features. It is surrounded by vacant land to the north and east. Northwest Fire District Station #341 was recently constructed within the Specific Plan on Tangerine Road west of the Clark Farms alignment. The station is one story in height. The deactivated landfill and sand and gravel are the only uses to the south of the project site. Houses in the Gladden Farms I development are surrounded by a perimeter wall, and residents will not be able to see the project area from the ground floor level. From a second floor perspective, residents will see a development of similar densities and characteristics. The open space paseos will offer visual relief and view corridors throughout the development, preserving the distant viewshed.

The areas of the project with the highest visibility from adjacent off-site locations are located on the perimeter of the site, specifically the portion of the site adjacent to the I-10 Frontage Road and Moore Road. A landscaped buffer will be established along the major arterials within the right-of-way, helping to enhance the appearance of the project from neighboring properties.

J. Circulation Concept Plan

The Gladden Farms II Circulation Plan establishes the general layout for arterial and collector roads while accommodating all modes of transportation-auto, bicycle, and pedestrian. The arterial roads adjacent to the property and the collector roads within the development will have multi-use lanes and sidewalks to accommodate bicyclists and pedestrians. In addition, the roads will connect to the open space paseos throughout the property, linking bicyclists and pedestrians to the regional trail system.

The primary access points into the development will be along Moore Road and Clark Farms Boulevard on the northern boundary of the property and Tangerine Farms Road and Clark Farms Boulevard along the southern and eastern boundaries. Tangerine Road is easily accessible from Interstate 10 as there is already an entrance ramp at Tangerine Road. A traffic interchange is planned for Moore Road as well. Both Moore Road and Tangerine Road currently have rights-of-way of 250 feet. The 250-foot right-of-way accommodates a 4-lane divided road with a 90-foot landscape buffer and an 8-foot meandering trail on one side and a 20-foot landscape buffer with sidewalk on the opposite side of the road. In addition, the new proposed Clark Farms Boulevard alignment will be extended from the Rancho Marana development, and it has a four-lane 150-foot right-of-way and run parallel to the frontage road.

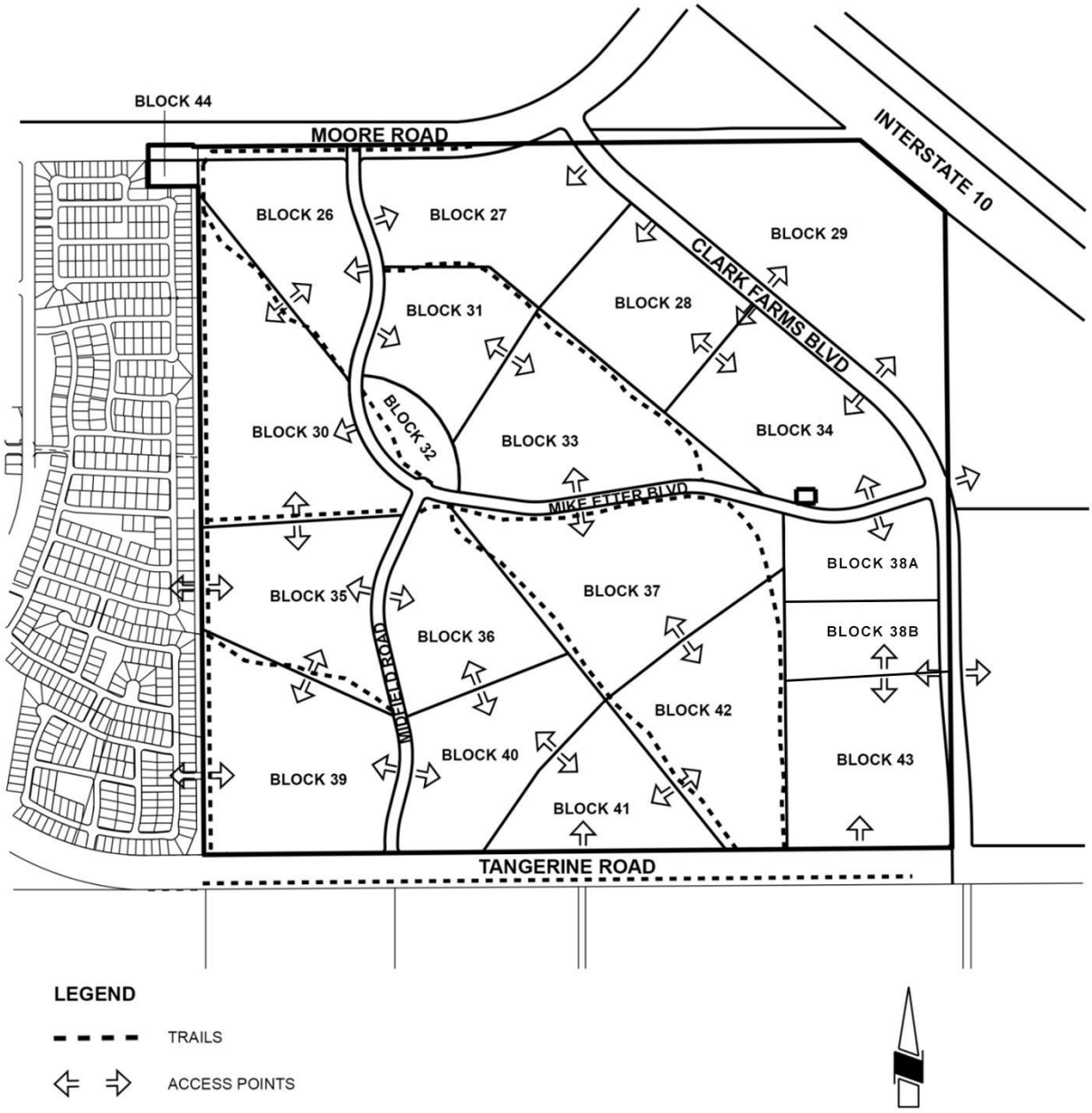
The arterial roads will provide access to interior collector streets that will create the spine infrastructure for the development. Mike Etter Boulevard and Midfield Road will have a 90-foot foot right-of-way that will accommodate 2 travel lanes of traffic, multi-use lanes, and sidewalks. Residential streets branching off of the spine roads provide access to the individual subdivisions. Local street connections will be established between this Specific Plan and Gladden Farms I to create interconnectivity between the two developments.

The Gladden Farms II community facilities district has been formed to assist the Master Developer construct the back-bone infrastructure for the project.

Construction of all interior roads will be the responsibility of the Master Developer. Slope and utility easements for internal roadways may extend beyond the minimum right-of-way.

See Exhibit III.F: Circulation Concept Plan.

Exhibit III.F: Circulation Concept Plan



K. Landscape Concept

The landscape concept for the Gladden Farms II Specific Plan is based on the Gladden Farms I concept to the west. Together, the projects will promote a common theme based on the philosophy of compatibility with the historic agricultural/rural setting and the suburban community. Coordinated landscaping will be incorporated into all areas of the Gladden Farms II Specific Plan including streetscapes, residential and commercial parcels, and community open space. Each subdivision will be designed as a unique neighborhood while using common elements to integrate it with the entire community. This is achieved through the use of common agricultural themes and icons interwoven into the project, creating a unified community that retains individual identity for all aspects of the Specific Plan.

Plant materials appropriate for this climate will be used and will contribute toward the creation of a community that is modern but still maintains the rural feel. Landscape plant materials shall be either indigenous vegetation or agricultural vegetation that is resistant to cotton root-rot. All proposed plant materials must be selected from the Gladden Farms II approved plant list.

See Appendix B: Plant Palette.

L. Open Space, Recreation, Parks and Trails Concept

Gladden Farms II will feature a two-acre neighborhood park in Block 32 at the intersection of Midfield Road and Mike Etter Boulevard. This park is centrally located and will be accessible from the open space paseo system that has come to define the Gladden Farms community. The open park space will be wrapped into the land planning and connectivity of the adjacent residential Blocks 31 and 33. This Park will be maintained by the Gladden Farms Community Association and will be for the use of Gladden Farm I and II residents.

An extensive open space paseo system will link all areas of the Specific Plan to the regional trail system and the Gladden Farms I Regional Park in the adjacent Gladden Farms I Regional Park. The open space system will be installed by the Master Developer and maintained by the Gladden Farms Community Association. The paseos will include a minimum 12-foot multi-use trail for pedestrians and bicyclists. The multi-use trail will meander throughout the property, creating a visually appealing trail, to enhance the users' experience. The paseos will be landscaped with drought-tolerant vegetation with some areas of turf to aid in drainage of the property. The turf will be used in limited areas and shall have smooth curving edges-not engineered straight lines.

The park and the open space will count for the required dedication of 185 square feet per single-family residence of on-site recreation area. 140-square feet for townhomes, and 100 square feet for apartments for private on-site recreation areas, per the Town of Marana Park System Master Plan for blocks contiguous with the two-acre neighborhood park (Blocks 31 and 33). Builders within the remaining blocks will be required to meet the dedication requirement (185 square feet per single family residence. 140 square feet for townhomes.

and 100 square feet for apartments) within these blocks through the provision of pocket parks or other active recreation areas.

See Exhibit III.K: Open Space Concept Plan.

Exhibit III.K: Open Space Concept Plan



M. Cultural Resources

According to a report written by SWCA Environmental Consultants, no significant cultural resource sites were found on the property. The Arizona State Museum concurs with these findings per a letter dated April 6, 2005, addressed to Ms. Andrea Calabro at the Town of Marana. No further archaeological work needs to be completed prior to development. If any human remains or funerary items are discovered during construction, the Arizona State Museum will be contacted pursuant to A.R.S. §41-865.

N. Infrastructure and Public Facilities

1. Sewer

The Master Developer had entered into a Sewer Service Agreement with Pima County, that since has been transferred to the Town of Marana Water Department. A Sewer Basin Report was completed in 2006 and was approved by the County.

2. Fire Service

Gladden Farms II has been annexed into the Northwest Fire District.

3. Water

Potable

A water service agreement has been completed between the Town of Marana and the Master Developer as part of the Gladden Farms II Development Agreement. Updates to this agreement are anticipated as part of the forthcoming Amended Development Agreement.

Non-potable

As in Gladden Farms I, a two-line water system will be installed, as necessary, to allow for the use of non-potable water, provided by the Cortaro Marana Irrigation District (CMID), to be used for irrigation of common areas, recreation areas, and public facilities.

4. Schools

The property is within the Marana Unified School District. Gladden Farms Elementary School is one mile west of the project in Gladden Farms I. Estes Elementary School, Marana Middle School and the Marana Plus Alternative Education facility are located approximately one mile northwest of the project site. Marana High School is located approximately 5 miles south of the project site. A new high school is planned approximately one and a half miles northwest of Gladden Farms II. MUSD anticipates that the elementary school within Gladden Farms I will accommodate the students from Gladden Farms II. As such, the Master Developer has agreed to voluntarily contribute $1,200 per house to MUSD at the time building permits are issued.

It is anticipated that the project will have 1,842 single-family residential units and 603 multi-family units at buildout. Marana Unified School District (MUSD) does not have accurate data for the number of students generated by apartments and townhomes so the multipliers from the Amphitheater School District (ASD) are used because it is in the closest proximity of MUSD. Using the formulas from MUSD and ASD, it is estimated that the project will generate a total of 854 school-aged children, unless any portion of this Specific Plan is developed as an age-restricted community:

Single-Family Residential:

K-6: .25 x 1,842 units = 461 school age children
7-12: .15 x 1,842 units= 276 school age children

Multi-Family Residential:

Elementary K-5: 0.103 X 603 units = 62 school age children
Middle School 6-8: 0.043 X 603 units = 26 school age children
High School9-12: 0.048 X 603 units = 29 school age children

5. Private Utilities

a. *Natural Gas*

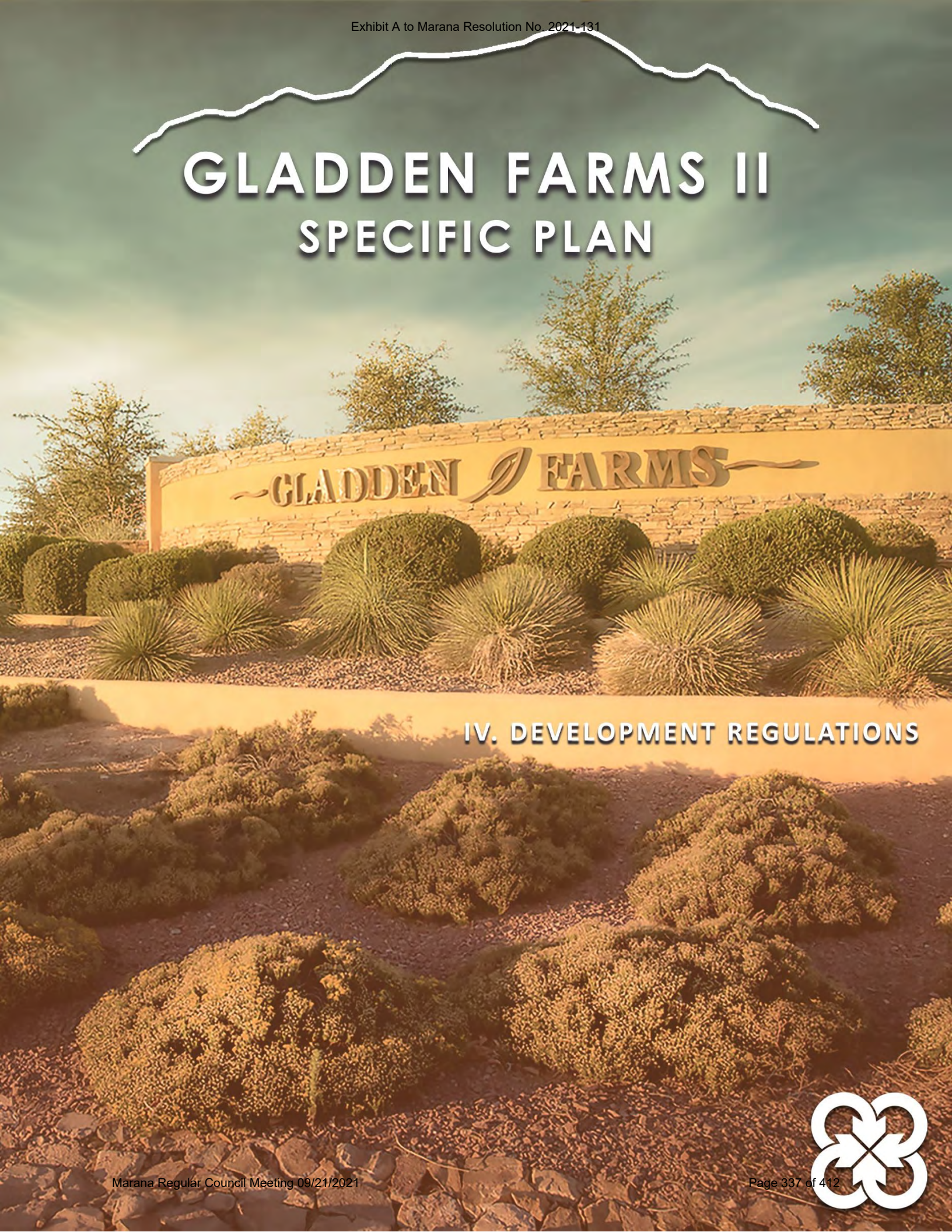
Southwest Gas will provide gas service to the residents of Gladden Farms

The El Paso Natural Gas Line that bisects the property will be left as open space. All landscaping within the gas line easement will be completed in accordance to El Paso Natural Gas Co. standards. In general, shrubs and turf are acceptable landscape materials within the easement right-of-way, while trees are not.

b. *Cortaro Marana Irrigation District*

The Master Developer will work with CMID to address placing the existing canals underground. CMID will also provide non-potable water for landscaped common areas.

GLADDEN FARMS II
SPECIFIC PLAN



IV. DEVELOPMENT REGULATIONS

A. Purpose and Intent

These regulations will serve as the primary mechanism for the implementation of the Gladden Farms II Specific Plan. The Gladden Farms II Specific Plan Development and Design Standards establish the intensity and character of the development by prescribing site-specific standards that are tailored to the unique qualities of the project. The regulations contained within this section provide an appropriate amount of flexibility to anticipate future needs and to achieve compatibility with surrounding land uses.

These development regulations apply to the 636 acres of land in the Gladden Farms II Specific Plan. Land Use designations within the Specific Plan shall be as follows:

- Single-Family Detached 7 (SFD-7)
- Single-Family Detached 6 (SFD-6)
- High Density Residential (HDR)
- Transitional (TR)
- Commercial (C)

B. General Provisions

1. Applicability of Town of Marana Land Development Code

If an issue, condition, or situation arises or occurs that is not addressed by this Specific Plan, the applicable portions of the Town of Marana Land Development Code that are in place at the time of development shall apply.

2. Building Code

All construction within the Specific Plan area shall comply with the currently adopted versions of the International Building Code, the plumbing code, the International Mechanical Code, the National Electric Code, the Town of Marana Outdoor Lighting Code, the Uniform Plumbing Code, the International Residential Code, and the fire code as applicable for the specific project at time of permitting.

3. Additional Uses

Whenever a use has not been specifically listed as being a permitted use in the particular zone classification within the Specific Plan, it shall be the duty of the Town Planning Director to determine if said use is: (1) consistent with the intent of the zone, and (2) compatible with other listed permitted uses. Any person aggrieved by the determination may appeal that decision to the Marana Town Council.

C. Development Standards

The following standards have been assigned to each land use designation within the Gladden Farms II Specific Plan Area. Each designation has a list of permitted, accessory, conditional, and prohibited uses along with development standards to ensure quality of design.

Single-Family Detached 7 (SFD-7)

a. *Permitted Uses*

- Single-Family Detached Residential
- Parks and Open Space
- Recreation Facilities
- Public Education Facilities
- Religious Institutions

b. *Accessory Uses*

Residential 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 uses are compatible with the residential character of the neighborhood:

- Swimming Pools, Spas, and Other Related Structures
- Patios, Tool Sheds, Children Playhouses, etc.
- Home Occupations
- Guest Homes

c. *Conditional Uses*

- Child Care Facilities
- Private Education Facilities
- Group Homes

d. *Development Standards*

- Minimum Lot Area: 7,000 square feet
- Minimum Lot Width: None
  - Corner lots to be platted 5 feet wider than typical lot width or a minimum 5-foot common space shall be placed on all corners.
- Minimum Lot Depth: None
- Minimum Setbacks
  - Front: 10 feet
    - May be reduced to 5 feet with side-loaded garage*
    - Front porch: 5 feet*
    - Side-loaded garage: 5 feet*

*May not encroach into the required public utility easement.

- Front-loaded garage: 20 feet
- 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

- Maximum Building Height: 30 feet
- Building Separation
  - Between primary and accessory: 6 feet
- Maximum Lot Coverage (building and structures): 55%
- Minimum Common Open Space per Dwelling Unit : 185 square feet

2. Single-Family Detached 6 (SFD-6)

a. *Permitted Uses*

- Single-Family Detached Residential
- Parks and Open Space
- Recreation Facilities
- Public Education Facilities
- Religious Institutions

b. *Accessory Uses*

Residential 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 uses are compatible with the residential character of the neighborhood:

- Swimming Pools, Spas, and Other Related Structures
- Patios, Tool Sheds, Children Playhouses, etc.
- Home Occupations
- Guest Homes

c. *Conditional Uses*

- Child Care Facilities
- Private Education Facilities
- Group Homes

d. *Development Standards*

- Minimum Lot Area: 6,000 square feet
- Minimum Lot Width: None
  - Corner lots to be platted 5 feet wider than typical lot width or a minimum 5-foot common space shall be placed on all corners.
- Minimum Lot Depth: None
- Minimum Setbacks
  - Front: 10 feet
    - May be reduced to 5 feet with side-loaded garage*
    - Front porch: 5 feet*
    - Side-loaded garage: 5 feet*

      *May not encroach into the required public utility easement.
    - Front-loaded garage: 20 feet
  - 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
- Maximum Building Height: 30 feet
- Building Separation
  - Between primary and accessory: 6 feet
- Maximum Lot Coverage (buildings and structures 55%
- Minimum Common Open Space per Dwelling Unit: 185 square feet

3. High Density Residential (HDR)

a. *Permitted Uses*

- Multi-Family Residential
- Small-Lot Single-Family Detached
- Single-Family Residential Attached
- Parks and Open Space
- Community Recreation Facilities
- Religious Institutions

b. *Accessory Uses*

- Carports and Garages
- Swimming Pools, Spas, and Other Related Structures
- Tennis courts

c. *Conditional Uses*

- Childcare facilities
- Group homes
- Educational facilities

d. *Development Standards—Multi-Family Residential*

- Minimum Site Area: 1 acre
- Maximum Density: 20 RAC
- Minimum Site Setbacks
  - Front: 20 feet
  - Side: 20 feet
  - Rear: 20 feet
- Maximum Building Height: 40 feet
- Building Separation: Per Building Code
- Minimum Private Open Space per Dwelling Unit (patio, balcony, or a combination thereof): 100 square feet
- Minimum Common Open Space per Dwelling Unit: 100 square feet

e. *Development Standards—Small-Lot Single-Family Detached*

- Minimum Lot Size: 3,500 square feet
  - The number of 3,500 square foot lots shall be limited to no more than 33% of the total lot count
- Minimum Lot Width: None
  - Corner lots to be platted 5 feet wider than typical lot width or a minimum 5-foot common space shall be placed on all corners.
- Minimum Lot Depth: None
- Minimum Setbacks
  - Front: 10 feet
    - May be reduced to 5 feet with rear- or side-loaded garage*

- Front porch: 5 feet*
- Front-loaded garage: 20 feet
- Side-loaded garage: 5 feet*

*May not encroach into the public utility easement, if required.

- Side: 0 feet
  - Must provide a 3-foot access easement on adjacent lot for z-lot lines
  - Accessory structures: 5 feet
- Rear: 10 feet
  - Patio structures: 5 feet if open on 3 sides
  - May be reduced to 5 feet with rear-loaded garage

- Maximum Building Height: 30 feet
- Building Separation: 6 feet
- Maximum Lot Coverage: 55%
- Minimum Common Open Space per Dwelling Unit: 185 square feet

f. *Development Standards—Single-Family Residential Attached*

- Minimum Area per Dwelling Unit: 3,500 square feet
- Minimum Lot Width: None
- Minimum Lot Depth: None
- Minimum Perimeter Setback: 20 feet
- Minimum Lot Setbacks:
  - Front: 10 feet
    - May be reduced to 5 feet with rear or side-loaded garages*
    - Front porch: 5 feet*
    - Front-loaded garage: 20 feet
    - Side-loaded garage: 5 feet*

*May not encroach into the public utility easement, if required

  - Street:
    - 8 feet
  - Side: 0 feet
    - Accessory structures: 5 feet
  - Rear: 10 feet
    - Can be reduced to 5 feet with rear-loaded garage
    - Patio structures: 5 feet if open on 3 sides
    - Accessory structures: 5 feet
- Maximum Building Height: 30 feet
- Building Separation: 0 feet
- Maximum Lot Coverage: 55%
- Minimum Private Open Space per Dwelling Unit (patio, balcony, or combination thereof): 100 square feet
- Minimum Common Open Space per Dwelling Unit: 140 square feet

4. Transitional Zone (TR)

a. *Permitted Uses*

- Any Use Listed in High Density Residential*
- Professional/ General Office
- Dental and Medical Office or Clinic
- Personal Services
- Government/Public Service Facilities
- Retail and Wholesale Uses**
- Restaurant and Food Service**
- Model Home Sales Center

*Single-Family Residential Attached and Multi-Family not allowed in Block 44

**Not allowed in Block 44

b. *Accessory Uses*

- Carports and Garages
- Swimming Pools, Spas, and Other Related Structures
- Tennis courts

c. *Conditional Uses*

- Child care facilities
- Group homes
- Educational facilities
- Restaurant and Food Service with drive-thru service

d. *Development Standards—Residential*

- See High Density Residential

e. *Development Standards—Non-Residential*

- Minimum Site Area: None
- Maximum Lot Coverage: 35%
- Minimum Setbacks
  - Front (Street): 25 feet
  - Side: 20 feet
  - Rear: 20 feet
  - Adjacent to residential land use designation: 1 foot for every foot in building height, half of the setback shall be landscaped; minimum 25-foot setback with a minimum 15-foot landscape buffer
- Maximum Building Height: 50 feet***

  ***May not exceed 30 feet in Block 44.

5. Commercial (C)

a. *Permitted Uses*

- Banks and Financial Institutions
- Professional/ General Office
- Dental and Medical Office or Clinic
- Restaurant (including carry-out and drive-thru)
- Retail and Wholesale Uses
- Recreational Uses
- Personal Services
- Government/Public Service Facilities
- Religious Uses
- Daycare
- Supermarkets
- Private Schools
- Laundromats
- Home Improvement Centers
- Pet and Pet Supply Stores
- Theaters, not including drive-ins
- Medical/Healthcare/Extended Care Facilities,* *including:*
  - Acute Care Hospital with helicopter landing*
  - Surgical Center*
  - Endoscopy Center*
  - Specialty Hospital*
  - Emergency Care Center*
  - Urgent Care Center*
  - Physical Therapy*
  - Rehabilitation Center*
  - Extended Care Facility*
  - Home Health Service*
  - Birthing Center*
  - Health Maintenance Organization or Similar Direct Care Provider*
  - Outpatient Imaging or Testing Center*
  - Permanent emergency diesel fuel storage (in conjunction with hospital)*
  - Parking Structures*
  - Other hospital related uses subject to approval by the Planning Director*
- Automobile Sales*
- Personal Storage*
- Lodging Facilities*

*These uses only allowed in Block 29

b. *Conditional Uses*

- Automobile Service Stations

- Car Washes
- Convenience Stores
- Multi-Family Residential

c. *Development Standards*

- Minimum Site Area: None
- Maximum Lot Coverage: 35%
- Minimum Site Setbacks
  - Front (Street): 25 feet
  - Side: 20 feet
  - Rear: 20 feet
  - Adjacent to residential: 40 feet
- Maximum Building Height: 50 feet
- Maximum Hospital Building Height: 80 feet
- Building Separation: Per Building Code

6. Park

a. *Permitted Uses*

- Dog Park
- Play Equipment
- Ramadas and Picnic Tables
- Recreation Centers
- Trails
- Water Splash Park
- Pool

D. Design Standards

The Gladden Farms II Specific Plan will adhere to the Residential Design Guidelines (Ordinance 2005-18) adopted by the Marana Town Council. This Specific Plan will also adhere to its own design standards. Together, these design standards will provide a reference for the planning and designing of residential, commercial, recreational, and all other development within this Specific Plan. The design standards have been separated into two categories: Town Enforced and Design Review Committee Enforced. Standards for all other categories within this Specific Plan will be reviewed by the Gladden Farms Design Review Committee (DRC) and enforced by the Town of Marana, as applicable.

The architectural character of Gladden Farms II will reflect the rural and agricultural heritage of the Town of Marana. There will be a mix of architectural styles, including Spanish Colonial, Mission, Spanish Eclectic, Pueblo, and Territorial.

All proposed structures in Gladden Farms II shall be consistent with the standards contained herein and shall require architectural approval from the DRC. In addition, a more extensive design standards manual will be created for this project to ensure a high-quality development. This document will be submitted to the Town before the development of the property. It will be utilized by the DRC and Master Developer to guide the development of the community.

The intent of these standards is to guide the development of a specified architectural context and to help in the selection of materials and colors. The standards are to be used to achieve project continuity and a standard of quality while establishing a greater visual identity.

1. Town Enforced Residential Design Standards

a. *General*

The following standards shall apply to the entire Gladden Farms II Specific Plan.

- All styles shall reflect the rural and agrarian heritage of Northwest Marana. These include Spanish Colonial, Mission, Spanish Eclectic, Pueblo, and Territorial.
- Residential and educational facilities must be provided with insulation or otherwise designed to reduce the interior noise level to Ldn 45 or less.
- Roofs shall be made of tile, slate or concrete shingles, metal, or other material indigenous to the style of architecture.
- Single-family detached land use designations and higher density residential land use designations shall be separated by a collector street, open space (including the open space paseo system), or a 40-foot landscaped buffer.

b. *Layout*

- Every neighborhood within the Specific Plan shall be accessible from an open space paseo that is integrated into the neighborhood design.
- All utilities shall be placed underground with the exception of high voltage electric.
- Primary entrances to apartment buildings shall be located so they are easily identifiable from interior driveways and parking areas.
- Buildings shall be sited to maximize views through the site to parks, plazas, open spaces, mountains, etc.
- Front setbacks shall vary up to 5 feet on attached units to create variation in building form.
- Lots within the HDR designation shall be a mixture of sizes.

c. *Design—Single-Family Detached*

- Exterior design theme and detailing shall be extended a minimum of 8 feet on the sides of houses.
- Two-story houses must have at least two distinct masses visible from the street.
- The minimum street frontage shall be 30 feet for all single-family detached residential lots.

d. *Design—Single-Family Attached and Multi-Family*

- Façades of long buildings shall be architecturally subdivided into shorter segments. This can be accomplished through vertical architectural features, varying the setback of portions of the building along the main façade, and change in color or material in appropriate places. These features should be placed a minimum of every 25 feet to a maximum of every 50 feet.
- There shall be no more than 6 attached townhomes in one grouping.
- Outdoor spaces such as balconies, patios, or porches are required for multi-family and single-family attached units.
- Architectural detailing shall be provided on all side and rear windows.
- Visitor parking shall be provided at a ratio of one space per dwelling unit, unless the Planning Director determines otherwise.

e. *Garages*

- Garages shall be a minimum of 400 square feet with an interior dimension of 20 feet by 20 feet. This applies to the standard two car garage. It does not apply to additional garage space.
- For attached units, 1-car garages are acceptable with the approval of the Planning Director at the time of preliminary plat submittal.
- Tandem garages are acceptable for the attached units.

2. Design Review Committee Enforced Residential Design Standards

a. *General*

- All Town Enforced standards will also be reviewed by the DRC for compliance.
- A particular style should not dominate the entire project area, but rather, a cultivated theme should result in integrating building designs and project areas, each with their own character.
- The architectural character of each planning area should be visually perceived from the street.
- All structures and community features shall be coordinated in architectural materials, details, and quality.
- Ducts, pipes, gutters, downspouts, and similar equipment are to be painted to match the surface of the building or may be painted a complementary accent color.
- To the extent possible, buildings shall be designed and oriented to take advantage of solar access.

b. *Layout*

- Variations in architectural style, building setbacks and street layout shall be incorporated into each neighborhood design.
- There shall be a diversity of lot sizes and dimensions.

c. *Design—Single-Family Detached*

- Chimneys shall be rock, stone, brick or of a finish material (such as stucco) identical to the accompanying structure and shall include a chimney cap.
- All parking structures/decks, either free-standing or attached, shall incorporate the same design elements as the accompanying structure or dwelling.
- Consistent architectural detail and features shall be provided on side and rear elevations.
- Windows shall be varied and relate to the selected architectural style.
- The use of front porches is encouraged.

d. *Design—Single-Family Attached and Multi-Family*

- Multi-family and single-family attached buildings shall use compatible architectural characteristics as adjacent development to blend in and avoid a monotonous exterior.
- The scale of multi-family buildings should be compatible with surrounding residential neighborhoods. A large box-like apartment complex shall be avoided.
- A variety of heights, colors, setbacks, and stepbacks are encouraged.
- Four-sided architecture shall be required.

e. *Garages*

- Reduce the prominence of the garage by locating it off the public street for attached units.
- Garage doors must be painted a complementary accent color to the main building.

f. *Roof*

- Roof design shall be visually integrated into the overall building architecture.
- Flat roofs shall include proportionately sized parapet features.
- Attached housing units shall maintain separate identifiable roof forms.

3. Town Enforced Commercial Design Standards

a. *Layout*

- Entrances shall be located along arterial and collector roads.
- All loading and service areas shall be placed on the side or rear of the building and shall have an appropriately sized screen wall. They shall not be visible from the front or adjacent properties.
- Trash areas shall be centrally located and properly screened with walls and solid doors similar in design to the project architecture.
- Single-family detached units and commercial shall be separated by a collector street, open space (including the open space paseo system), or a 40-foot landscaped buffer.

b. *Design*

- Define building entrances through the use of building recesses, projections, colonnades, space frames or other appropriate architectural features.
- Ducts, pipes, gutters, downspouts, and similar equipment are to be painted to match the surface of the building or may be painted a complementary accent color.
- Primary building entries shall be positioned so they are immediately identifiable from the interior driveways and parking areas.

c. *Roofs*

- Roofs shall be made of tile, slate or concrete shingles, wood shingles, or metal.
- All roof screens shall be continuous.

d. *Exterior Finish Materials*

- Permitted exterior finish materials include masonry (concrete, glass, or brick), wood, textured or exposed aggregate, stone or stone veneer.

- The use of pre-fab, all-metal steel is prohibited. Finished metal details within architecturally designed structures may be used.

e. *Storage*

- Materials, supplies, and equipment shall be stored inside a building or behind a screen wall such that they are not visible from streets and adjacent properties.

f. *Off-Street Loading and Service Areas*

- Conceal all service areas and storage areas within the building, or screen those exterior areas with solid masonry or stucco stud walls.

g. *Mechanical Equipment*

- Exterior components of plumbing, processing, heating, cooling, and ventilation systems shall not be visible to an individual standing on the ground or ground-floor elevation from an adjacent property.
- Screen roof- and ground-mounted equipment from all sides. Mechanical equipment must be covered by continuous grills or louvers.
- Exterior junction receptacles for electrical or irrigation purposes shall be landscaped to screen from view in accordance with Tucson Electric Power standards.
- Exterior receptacles shall be painted to match the main building or a complementary color to the main building.

h. *Refuse Containers*

- Trash areas shall be retained in central locations. These locations shall be completely enclosed by a screen wall with solid doors constructed of materials and colors that are architecturally compatible to the main structure(s).

4. Design Review Committee Enforced Commercial Design Standards

All Town Enforced standards will also be reviewed by the DRC for compliance.

a. *Layout*

- Create plazas, courtyard spaces, and pedestrian walkways through coordinated placement and orientation of buildings.
- Buildings should be sited to maximize views through the site to parks, plazas, open spaces, mountains, etc.
- Commercial areas shall be pedestrian friendly and include pedestrian spaces with amenities such as furniture. The furniture should be located in a convenient space that does not obstruct entrances, exits, or paths.
- Buildings will be designed to minimize the visual impact of parking lots.

b. *Design*

- Commercial buildings shall be encouraged to use a variety of surfaces, textures, shapes, multi-planed roofs, and wall articulation.
- Design building mass and fenestration in proper proportion and scale with the site, adjacent streets, and developments.
- Architectural styles shall follow the agricultural theme of the Specific Plan and must be approved by the DRC.
- Long, unarticulated building facades should be avoided through the use of window panels, reveals, recesses, projections and other decorative elements such as molding and arches.
- Building entries may be illuminated with soffit, bollard, step or other comparable lighting.

c. *Exterior Finish Materials*

- Windows should be of lightly reflective glass, tinted bronze, blue, or green glass or transparent glass.
- Reflective glass may be used to limit transfer of heat while maximizing available sunlight for interior illumination.
- Building materials and landscaping shall be consistent with adjacent, non-residential buildings to create an overall sense of unity in design.

5. Streets

The streets within Gladden Farms II are designed to create a safe and effective circulation system. The arterial and collector roads will have multi-use lanes and sidewalks to promote alternative modes of transportation and connectivity to the multi-use trail system. Appropriate traffic-calming techniques, designed per the Town's standards and approved by the Town, may be included in the design. All streets will conform to Town of Marana Street Standards, including curbing and pedestrian/bicycle accommodation.

a. *Arterial Roads*

Tangerine Road and Moore Road are arterial roads with 250-foot future rights-of-way. Both will be 4-lane divided roads with multi-use lanes and landscaped buffers on both sides. There will a 100-foot buffer with an 8-foot-wide meandering multi-use trail, and the opposite side will feature a 20-foot landscape buffer with a sidewalk. Gladden Farms I has already built the 100-foot buffer along the south side of Moore Road adjacent to their property. Gladden Farms II will continue this with the same quality design and integrity.

Clark Farms will be constructed by the Master Developer from Moore Road to the point where it reaches the eastern property boundary. From

this point south, the cost of building the road will be shared between Gladden II and the developer of the adjacent property to the east in accordance with the conditions the Town has imposed on the adjacent property. It will have a 150-foot right-of-way to accommodate 4 lanes of traffic.

b. *Collector Roads*
Mike Etter Boulevard and Midfield Road will have 90-foot rights-of-way that accommodate 2 travel lanes of traffic, multi-use lanes, and sidewalks on both sides.

c. *Local Roads*
Local roads will be constructed in accordance with Town requirements.

6. Open Space

Open space within a community contributes to quality of life by offering recreational opportunities and providing a buffer between varying land use intensities. Gladden Farms II will create a vital open space amenity through the use of paseos designed to connect all areas of the community. Access to the paseos from backyard gates is prohibited. Rather, access will be provided from public areas and streets. The paseo system will be under the control of the homeowners' association.

a. *Multi-Use Trail*
A multi-use trail will be provided throughout the paseo system. It will provide critical linkage opportunities for pedestrian and bicycle users for the entire project area. Multi-use trails shall be a minimum of 12-feet wide with 2-foot shoulders and constructed of asphalt or concrete. The trails shall be landscaped according to the landscape standards outlined in this plan.

b. *Common Areas*
Common areas will be located throughout the entire site in the form of multi-use paseos and neighborhood pocket parks to be used by all residents within Gladden Farms I and II communities. All common areas will be under control of the homeowners association.

c. *Drainage*
Within each paseo, a partially grass-lined drainage facility will likely be developed. The grass edge is to be smooth and sweeping but not following the actual edge of the drainage improvement. The improvements shall have smooth, curving edges-not engineered straight lines. The slope of the sides of the channel shall vary and, in most cases, shall not be

steeper than 3:1. If the drainage channels utilize rip-rap, adequate space for trees to grow shall be provided within the channels.

d. *Irrigation*

Non-potable water will be provided by CMID and will be available for landscaped open areas, including the buffer and streetscape areas along arterial and collector roads. Until non-potable water supply is available, potable water may be used.

e. *Outdoor Furniture*

Street furniture may include trash receptacles, benches, bus shelters, planters, bicycle racks, bollards, and information displays

7. Landscaping

a. *General*

- All trees will be required to meet the Arizona Nurseryman's Association standards as to caliper.
- The Builder shall be responsible for tree installation and the prompt replacement of diseased or dead specimens for a period of one year from the date of occupancy permit issuance.
- Streetscapes shall be maintained year-round by the homeowners association. Deceased plants shall be replaced promptly with materials comparable in size to existing plants.
- Installation of street trees, including automatic irrigation, should be completed prior to the issuance of occupancy permit for the residence. The Master Developer may require the installation of trees in vacant lots for the purpose of logical, orderly development.
- Tree selection shall conform to the approved tree list in Appendix B: Plant Palette.

b. *Residential*

- The trees are to be 15-gallon minimum as well as 24-inch box size.
- On corner lots, multiple trees within the 5-foot easement or the 5-foot common area, depending on the plat, are required.
- In addition to the street trees, each front yard is required to have an additional tree and six shrubs informally planted or ground cover.
- Minimum shrub size shall be one gallon.

c. *Commercial*

- In commercial areas there shall be one tree per every four parking stalls.
- A minimum of 30% of the trees are to be 24-inch box size; the balance shall be a minimum of 15 gallon size.
- No trees or shrubs shall be planted within 10 feet of any commercial

entry driveway.

- Service areas shall have a 6-foot minimum dense landscape screen and a 5-foot minimum buffer wall.
- Prior to the preparation of a final landscape plan, a landscape architect must review impacts on underground utilities.
- Adjoining parcels for future phase development will have the required streetscape fully implemented when the first phase of development occurs.
- Off-street parking areas shall include a minimum 3-foot screen wall adjacent to parking stalls to screen the parked cars from the public right-of-way.

d. *Street*

- Street trees should establish a distinctive street scene along arterials and collectors.
- Street trees are required on all internal residential streets.
- Street trees shall be a minimum of 24-inch box or 20-gallon size.
- Trees to be located at 40 feet on the center, plus or minus.
- Trees shall be planted in accordance with the approved residential design standards.
- Trees must be provided at a minimum of one tree per lot; however, spacing may vary within individual neighborhoods.

e. *Open Space*

- The paseos and buffers should be planted with drought-resistant plants. Green drought-tolerant plant material is preferred and cactus should be minimized.
- Trees are to be a minimum of 15-gallon size with 25% being 24-inch box or 20-gallon size.
- Shrubs are to be a minimum of 5-gallon size.
- Groundcover is to be a minimum of 1-gallon size.
- Orchard areas shall contain a minimum of 20 trees.
- The paseo planting design shall be compatible with streetscape and adjacent development improvements.
- Turf areas are allowed in the paseos.

f. *Irrigation*

Irrigation for all landscaping, including streetscapes, buffers, and open space will utilize a non-potable water system provided by CMID. Until the supply is in place, potable water may be used.

8. Monumentation

a. *Project Entry*

Project entry monuments for Gladden Farms II will be constructed by the Master Developer. There will be two types of entry monuments, Major

and Minor. The Major monuments will announce the primary entrance to the development along Tangerine Road at Clark Farms Boulevard. The Minor monuments will announce the secondary entries at Tangerine Road and Midfield Road, Moore Road at Mike Etter Boulevard and at the point where Clark Farms Blvd. enters the Specific Plan on the north boundary of the project.

For traffic visibility purposes, no structure between 30 and 72 inches in height relative to the adjacent roadways shall be placed within an intersection's sight visibility triangles

b. *Residential Parcels*

Each entry into a subdivision will be unique in character but will have common elements that tie into the overall Gladden Farms II community theme. Each subdivision shall have a minimum of one primary entry feature and may have more than one secondary or tertiary entry features. Entry features shall comply with the Town of Marana sight visibility triangle requirements. The residential entry monuments shall be approved by the DRC and built by the Builder.

c. *Commercial Parcels*

Commercial developments may have their own entry monumentation, but must have common elements that tie into the overall community theme. Village perimeter walls that are developed along arterial or collector edge shall be compatible with entry monumentation by incorporating similar materials.

9. Signs

Signs are an essential element within a planned community because they provide a sense of identity and visual orientation. They provide visual communication for residents and visitors while reflecting an image of connectivity throughout the community. Signs should be designed with the character of development and should be at a consistent scale and style throughout the community. These sign guidelines and regulations shall apply to all developments within this Specific Plan area. It is intended that the uniform application of these provisions provide the basis for an integrated visual character and continuity through all project phases. These sign standards are in addition to those issued by the Town of Marana.

a. *General Regulations*

The following sign regulations are intended to provide equitable standards for the protection of property values, visual aesthetics and the public health, safety, and general welfare for the residents of Gladden Farms II.

These regulations apply to all signs:

- All light sources, either internal or external, provided to illuminate signs shall be placed or directed away from public streets, highways, sidewalks or adjacent premises to not cause glare or reflection that may constitute a traffic hazard or nuisance.
- Any sign located on vacant or unoccupied property that was erected for a business which no longer exists or any sign which pertains to a time, event or purpose which no longer exists shall be removed within45 days after the use has been abandoned.
- All signs shall be designed free of bracing, angle-iron, guy wires, cables or similar devices.
- The exposed backs of all signs visible to the public shall be suitably covered, finished, and properly maintained.
- All signs shall be maintained in good repair including display surfaces, which shall be kept neatly painted or posted.
- Any sign which does not conform to the provisions contained herein shall be made to conform or shall be removed.
- The height of all signs shall be measured vertically from the highest point of the sign to the average finished grade beneath the sign, exclusive of any part of the sign not included in the area calculations.
- All sign lighting shall adhere to the Town of Marana Outdoor Lighting Code.
- All traffic-related signs (including street name signs) shall conform to the latest edition of the Manual on Uniform Traffic Control Devices.

b. *Prohibited Signs*

The following signs shall be prohibited in all zones within the project area:

- Inflatable signs.
- Rooftop signs.
- Signs on trailers or painted on the sides of disabled or parked vehicles.
- Rotating, revolving, or flashing signs.
- Signs advertising or displaying any unlawful act, business or purpose.
- Any sign, notice or advertisement affixed to any street right-of-way, public sidewalk, crosswalk, curb, lamp post, hydrant, tree, telephone pole, lighting system, or upon any fixture of the fire or police alarm system of the Town of Marana.
- Any strings or pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, sky dancers, balloons and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
    - Pennants, banners, balloons, or flags used for special events such as grand openings or in conjunction with subdivision sales offices, tract entry points, and other similar events.

- National, state, local governmental, institutional or corporate flags properly displayed.
- Holiday decoration, in season, used for an aggregate period of 90 days in any one calendar year.

c. *Design Standards*

Sign standards that establish maximum number and location will be included in the design standards manual created for this project to be submitted to the Town at a later date. These standards will provide a basis for the developer and the jurisdiction to design, pattern, and regulate a consistent sign program.

10. Walls and Fencing

The following standards apply to all walls and fencing throughout the project. More extensive standards will be submitted prior to the development process.

- All screen walls shall use graffiti resistant paint or materials.
- Two-rail white vinyl fencing may be used in conjunction with certain landscape treatments including orchard areas and other formal tree plantings. Other fence types must be approved by the DRC.
- Fences of sheet or corrugated iron, steel, aluminum, asbestos, or any type of chain-link fencing are specifically prohibited.
- Walls constructed at major community entry points and along community streets shall be consistent with the project's theme area in materials and design.
- Alternative walls and fences within the project area shall be consistent with the architectural theme of the planned area, reflecting materials and design of the architectural theme and must be approved by the DRC.
- The Master Developer shall determine where walls and fencing may be placed in Gladden Farms II, with the idea to eliminate walls and fencing as appropriate.
- Walls and fences throughout the project area must be consistent with the architectural theme of the project.

GLADDEN FARMS II
SPECIFIC PLAN



V. IMPLEMENTATION & ADMINISTRATION

A. Purpose

This section of the Specific Plan outlines the implementation of development on the project site. It identifies the responsible party to ensure the project is built in coordination with infrastructure improvements, providing a continuity of design. This section also provides guidance regarding general administration of and amendment procedures to the Specific Plan.

B. Proposed Changes to Zoning Ordinance

The Development Regulations section of the Specific Plan addresses only those areas that differ from the Town of Marana Land Development Code. If an issue, condition, or situation arises that is not covered or provided for in this Specific Plan, those regulations in the Town of Marana Land Development Code that are applicable for the most similar issue, condition or situation shall be used by the Planning Director as the guidelines to resolve the unclear issue, condition or situation.

C. General Implementation Responsibilities

The implementation of the Gladden Farms II Specific Plan is the responsibility of the Master Developer, the Builder, the Gladden Farms Community Association (which will have separate committees to review the design features) and the Town of Marana. The Gladden Farms II development will be integrated with the Gladden Farms Community Association to the west. The purpose of having one large community association is to ensure that residents of both developments will have rights to all the amenity areas in both projects and provide consistency in fee structure.

The Master Developer, referenced herein as FC/M Gladden II, LLC, is the entity responsible for providing the basic infrastructure needs including roads, sewer, and water in a timely and efficient manner. The Master Developer forms the community association and the design review committees and is responsible for recording the Master CC&R's.

The Builder is the purchaser of a development area(s), or portions of a development area, and is responsible for building within their area(s) of ownership.

The Gladden Farms Community Association (Association) has been set up by the Master Developer. During this time, the Master Developer, or its designee, has the power to appoint and remove board members until such time that the Master Developer relinquishes control or all planning areas have been conveyed to non-builder owners. The Association shall administer the property, prepare the budget, assign and collect fees, and review architectural design.

The Town of Marana Development Services will be responsible for ensuring all policies and standards laid out in this Specific Plan are adhered to during its review of all development in Gladden Farms II.

The Town of Marana Mayor and Council approved the formation of a Community Facilities District within Gladden Farms I in 2004. The purpose of this district is to assist with the construction and implementation of major infrastructure. The intent of the Master Developer is to enter into a similar agreement with the Town of Marana to form a Community Facilities District within Gladden Farms II.

D. Development Review Procedure

All development plans and subdivision plats within Gladden Farms II shall be subject to and implemented through the review and approval process adopted by the Town of Marana. In addition, all development is subject to the building permit process as outlined by the Town of Marana.

Prior to submitting preliminary and final subdivision plats and/or development plans to the Town, applicants must submit all plans to the Master Developer for approval. The Master Developer and the Association reserve the right to review any design or architectural aspect of the development that affects the exterior appearance of any structure or area of land. This includes the review of signage, landscaping, entry features, street standards, and architecture for conformance to the Development Regulations and Design Guidelines outlined in this Specific Plan.

E. Design Review Process

The Gladden Farms Community Association has created the New Construction Review Committee and the Modification Committee to review development within the two project areas. The New Construction Review Committee shall review submittals from builders for all original construction prior to submitting plans for Town Review. The Modification Committee shall review submittals from subsequent property owners making changes to existing construction or changes/additions to exterior landscape and/or hardscape. All development is subject to review by the Association and the appropriate committee. The applicable plans and documents, as deemed necessary by the Association shall be submitted along with a Design Review Application (Appendix D) and the required design fees as follows:

New construction - $500 per floor plan

Modification to existing improvements – No fee with the following exception: The Association reserves the right to require plan review by an outside consultant, in which case the applicant will be responsible for fees charged by the outside consultant.

Design Review Applications may be submitted to:

Gladden Farms Community Association
Attn: Kristina Allen, Community Manager
c/o CCMC
3005 West Ina Road
Tucson, Arizona, 85642

F. Phasing

The development will likely consist of four phases, beginning in the northwest corner. The initial site work will begin in 2017. Infrastructure such as roads, sewer, water and grading will be constructed and extended in accordance to the build out of the project. Construction of the houses is estimated to begin the following year. The spine infrastructure needed to serve the blocks will be in place by the time the certificates of occupancy are issued for said blocks.

Phase I may include Blocks 35, 39, 40 and 36. Phase II may include Blocks 26, 30 and 41. Blocks 27, 31, 33, 37, and 42 may be included in Phase III. The final phase, Phase IV, may include Blocks 28, 29, 34, 38, 43 and 44.

The purpose of the phasing plan is to relate infrastructure requirements to proposed development. Although the sequence is implied, development of phases may occur in a different order or concurrently, at the discretion of the Master Developer, as long as the related infrastructure is adequately in place. Change in the phasing order can occur due to unforeseen factors affecting development. Flexibility is needed within the Specific Plan to address these changing needs while still maintaining a timely development.

G. Specific Plan Administration

1. Enforcement

The Gladden Farms II Specific Plan shall be administered and enforced by the Town of Marana Development Services Department in accordance with the provisions of the Specific Plan and the applicable provisions of the Town of Marana Land Development Code.

2. Administrative Change

Certain changes to the explicit provisions in the Specific Plan may be made administratively by the Town of Marana Planning Director, provided said changes are not in conflict with the overall intent as expressed in the Gladden Farms II Specific Plan. Any changes must conform to the goals and objectives of the Plan.

The Planning Director's decision regarding administrative changes and determination of substantial change as outlined below shall be subject to appeal by the Town Council. Categories of administrative change include, but are not limited to:

- The addition of new information to the Specific Plan maps or text that does not change the effect of any regulations or guidelines, as interpreted by the Planning Director;
- Changes to the community infrastructure planning and alignment such as roads, drainage, water, and sewer systems that do not increase the development capacity in the Specific Plan area;
- Changes to development plan boundaries due to platting. Minor adjustments to development plan areas, drainage areas and other technical refinements to the Specific Plan due to adjustments in final road alignments will not require an amendment to the Specific Plan but will require staff approval; or
- Changes to development regulations that are in the interest of the community and do not affect health or safety issues.

3. Substantial Change

This Specific Plan may be substantially amended by the same procedure as it was adopted. Each request shall include all sections or portions of the Gladden Farms II Specific Plan that are affected by the change. The Planning Director shall determine if the amendment would result in a substantial change in plan regulations, as defined in the Town of Marana Land Development Code.

4. Interpretation

The Planning Director shall be responsible for interpreting the provisions of this Specific Plan. Appeals to the Planning Director's interpretation may be made to the Board of Adjustment within 15 days from the date of the interpretation.

If any provision of the Design Standards is considered ambiguous or unclear, the Planning Director shall be responsible for interpreting the intent of the Design Standards.

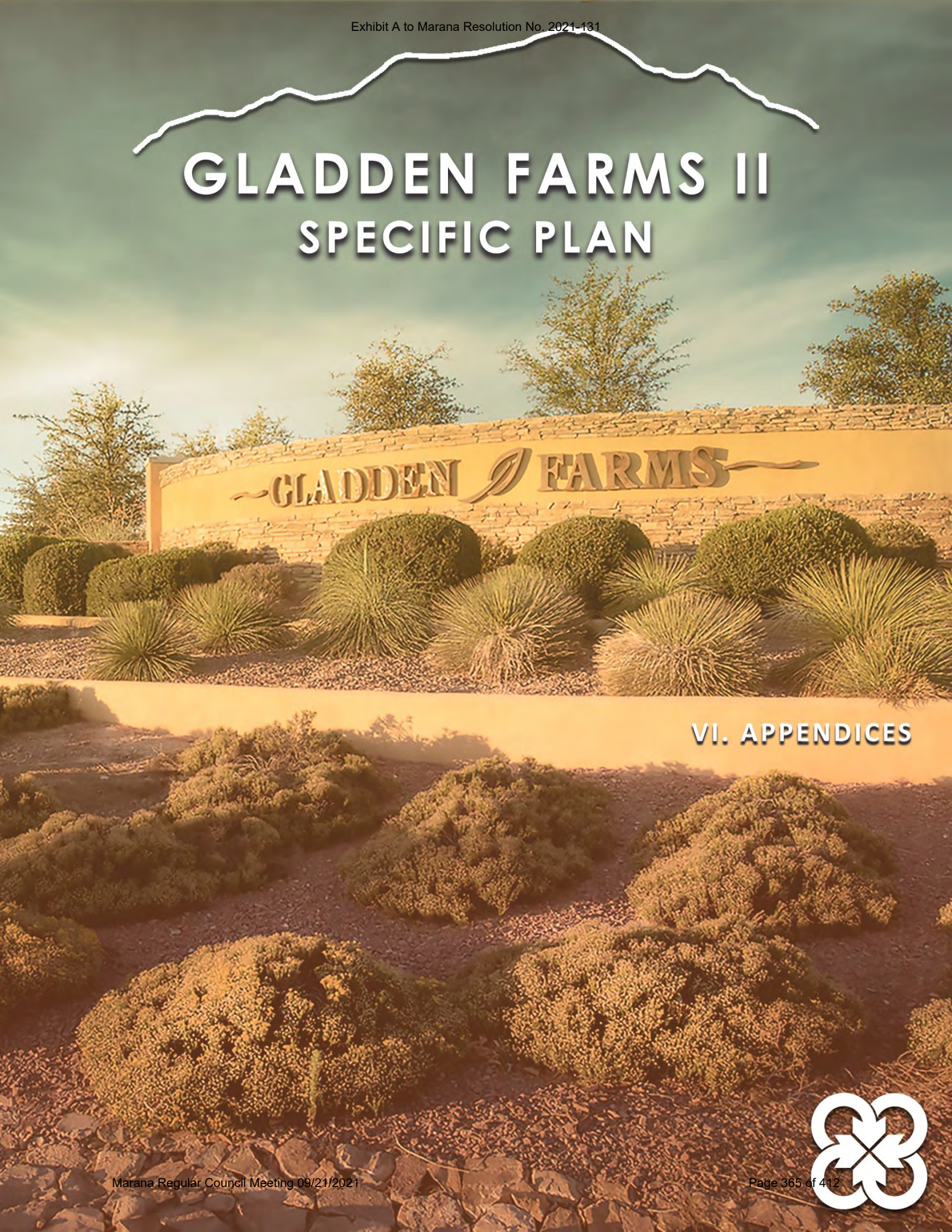
5. Fees

Fees will be assessed as indicated by the Town's adopted fee schedule that is in place at the time of development.

6. Annual Report

At the platting stage, the Master Developer will provide Town staff with a Monitoring Program outlined in Appendix D of the Northwest Area Marana Plan. This will provide Town of Marana staff with information to assess the impact of proposed developments on existing infrastructure and determine the needs for future development.

GLADDEN FARMS II
SPECIFIC PLAN



VI. APPENDICES

Order No.: 21008977-JK - D

EXHIBIT "ONE"

That part of Section 35, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, lying South and West of the Southwest right of way line of the relocated Tucson-Picacho Highway, Federal Interstate Project 94, as it existed on May 15, 1950;

EXCEPT THEREFROM the right of way for Moore Road, formerly Grier Road, over the North 30 feet thereof, as shown on the map recorded in Book 2 of Road Maps, Pages 126 through 129;

AND EXCEPT THEREFROM the following two well sites belonging to Cortaro Water Users' Association:

Marana Well No. 13

That portion of the Southeast quarter of the Southeast quarter of Section 35, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, particularly bounded and described as follows:

BEGINNING at a point which is 62.5 feet Northerly and 25 feet Westerly from the Southeast corner of said Section 35;

THENCE Westerly 62.5 feet from and parallel to the South boundary line of said Section 35, a distance of 26.8 feet to a point which intersects the Northeast right-of-way line of the Cortaro Water Users' Lateral No. 6-1/2;

THENCE in a Northwesterly direction along the said right-of-way line of Cortaro Water Users' Lateral No. 6-1/2 a distance of 109.3 feet to a point;

THENCE Easterly, 150 feet from and parallel to the South boundary line of said Section 35, a distance of 92.25 feet to a point;

THENCE Southerly 25 feet from and parallel to the East boundary line of said Section 35, a distance of 87.5 feet to the POINT OF BEGINNING;

Marana Well No. 14

That portion of the Southeast quarter of the Northeast quarter of Section 35, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, particularly bounded and described as follows:

BEGINNING at a point which is 938.65 feet Westerly and 50 feet Northerly from the East quarter corner of said Section;

THENCE Westerly 50 feet from and parallel to the East and West center line of said Section 35, a distance of 135 feet to a point;

THENCE Northerly 1073.65 feet from and parallel to the East line of the said Southeast quarter of the Northeast quarter of Section 35, 100 feet to a point;

Order No.: 21008977-JK - D

THENCE Easterly 150 feet from and parallel to the East and West center line of said Section 35, 135 feet to a point;

THENCE Southerly 938.65 feet from and parallel to the East line of the said Southeast quarter of the Northeast quarter of Section 35, 100 feet to the POINT OF BEGINNING;

AND EXCEPT THEREFROM the following portion conveyed to Cortaro Marana Irrigation District in the Deed recorded in Docket 1968, Page 585:

BEGINNING at a point on the North line of said Section 35, said point being South 89°49'00" West, 591.06 feet from the Northeast corner of said Section 35;

THENCE South 49°37'00" East along the Southwesterly right of way line of Interstate 10, 357.77 feet;

THENCE South 49°53'00" East, 419.03 feet to the East line of said Section 35;

THENCE South 0°15'00" East, 32.81 feet along said East line;

THENCE South 49°53'00" West, 448.44 feet;

THENCE North 49°37'00" West, 386.97 feet to the aforesaid North line of Section 35;

THENCE North 89°49'00" East, 38.44 feet to the POINT OF BEGINNING;

AND EXCEPT THEREFROM a strip of land 110 feet in width conveyed to the State of Arizona, by and through its State Highway Commission in the Deed recorded in Docket 2003, Page 408 described as follows:

BEGINNING at the point of intersection of the existing Southwest right of way line of the existing Casa Grande-Tucson Highway with the East line of Section 35, from whence the Northeast corner of said Section 35 bears Northerly 359.70 feet;

THENCE North 49°53'00" West along said existing Southwest right of way line, a distance of 325.42 feet;

THENCE North 49°37'00' West continuing along said existing Southwest right of way line, a distance of 229.27 feet, to a point on the North line of said Section;

THENCE Westerly along said North section line, a distance of 169.15 feet;

THENCE South 49°37'00" East 357.77 feet;

THENCE South 49°53'00" East 419.03 feet to a point on the aforesaid East line of Section 35;

THENCE Northerly along East section line, a distance of 144.38 feet, to the POINT OF BEGINNING;

AND EXCEPT THEREFROM the East 50 feet of the South 35 feet of the Southeast quarter of said Section 35, conveyed to Pima County in the Deed recorded in Docket 6411, Page 1237.

Exhibit "B"

The South 292.00 feet of the North 322.00 feet of the East 357.00 feet of the Northeast quarter of the Northeast quarter of Section 34, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona.

Exhibit B to Marana Ordinance 2006.03

A. *Tree Palette*

1. Arterial and Collector Street Trees

Acacia salicina	Willow Acacia
Acacia smallii	Sweet Acacia
Acacia stenophylla	Shoestring Acacia
Celtis reticulate	Western Hackberry
Cercidium praecox	Palo Brea
Chilopsis linearis 'Lois Adams'	Desert Willow
Cupressus arizonica	Arizona Cypress
Eucalyptus microtheca	Coolibah Tree
Eucalyptus polyanthemos	Silver Dollar Gum
Fraxinus velutina	Arizona Ash
Pinus eldarica	Afghan Pine
Prosopis chilensis	Chilean Mesquite
Prosopis glandulosa	Honey Mesquite
Prosopis velutina	Velvet Mesquite
Quercus buckleyi	Redrock Oak
Quercus polymorpha	Montery Oak
Quercus virginiana	Southern Live Oak

2. Local Street Trees

Acacia salicina	Willow Acacia
Acacia stenophylla	Shoestring Acacia
Fraxinus velutina	Arizona Ash
Prosopis chilensis	Chilean Mesquite
Prosopis glandulosa	Honey Mesquite
Prosopis hybrid	Thornless Mesquite
Prosopis velutina	Velvet Mesquite
Quercus buckleyi	Redrock Oak
Quercus polymorpha	Montery Oak
Quercus virginiana	Southern Live Oak

3. Orchard Trees

Acacia smallii	Sweet Acacia
Celtis reticulate	Western Hackberry
Chilopsis linearis 'Lois Adams'	Desert Willow
Fraxinus velutina	Arizona Ash
Juglans major	Walnut
Quercus buckleyi	Redrock Oak
Quercus polymorpha	Montery Oak

4. Mesquite Bosque Trees

Prosopis hybrid	Thornless Mesquite
Prosopis velutina	Velvet Mesquite

5. Open Space Trees

Acacia berlandieri	Fern Acacia
Acacia salicina	Willow Acacia
Acacia smallii	Sweet Acacia
Celtis reticulate	Western Hackberry
Cercidium floridum	Blue Palo Verde
Cercidium praecox	Palo Brea
Chilopsis linearis 'Lois Adams'	Desert Willow
Fraxinus velutina	Arizona Ash
Juglans major	Walnut
Prosopis chilensis	Chilean Mesquite
Prosopis glandulosa	Honey Mesquite
Prosopis hybrid	Thornless Mesquite
Prosopis velutina	Velvet Mesquite
Quercus buckleyi	Redrock Oak
Quercus polymorpha	Montery Oak
Quercus virginiana	Southern Live Oak

6. Palm Trees

Palm trees may only be used in commercial development areas.

Brahea armata	Mexican Blue Fan Palm
Butia capitata	Pindo Palm
Chamaerops humilis	Mediterranean Fan Palm
Cycas revolute	Sago Palm
Phoenix canariensis	Canary Island Date Palm
Sabel palmetto	Palmetto Palm
Trachycarpus fortunei	Windmill Palm
Washington filfera	Mexican Fan Palm
Washington robusta	California Fan Palm

B. *Shrub Palette*

1. Ornamental Grasses

Carex buchananii	Leather Leaf Sedge
Festuca glauca	Blue Fescue
Liriope muscari	Lilyturf
Muhlenbergia capillaries 'Regal Mist'	Regal Mist Deer Grass
Muhlenbergia spp.	Deer Grass
Nolina microcarpa	Bear Grass
Pennisetum setaceum 'Rubrum'	Purple Fountain Grass
Stipa tenuissima	Mexican Feather Grass

2. Shrubs

Anicanthus quadrifidus wrighti	Mexican Flame Brush
Acacia berlanderi	Fern Acacia
Callinadra eriophylla	Pink Fairy Duster
Cordia boissieri	Texas Olive
Dalea bicolor	Silver Dalea
Dalea frutescens	Black Indigo
Dalea pulchra	Indigo Bush
Dodonea viscose	Green Hopseed Bush
Ericameria larcifolia	Terpentine Bush
Ilex vomitoria	Youpon
Larrea tridentate	Creosote Bush
Leucophyllum spp.	Texas Ranger/Rain Sage
Lysiloma thornberi	Feather Tree
Myrtus communis	Myrtle
Nandina domestica	Heavenly Bamboo
Nerium oleander 'Petite Pink'	Petite Pink Oleander
Nerium oleander 'Sister Agnes'	Sister Agnes Oleander
Punica granatum	Pomegranate
Punica granatum 'Nana'	Dwarf Pomegranate
Rosmarinus officinalis prostrates	Trailing Rosemary
Simmonsia chinensis	Jojoba

3. Ground Covers

Acacia redolens	Freeway Acacia
Calylophus dummondii	Calylophus
Dalea capitata	Golden Dalea
Dalea greggii	Trailing Indigo Bush
Lantana spp	Lantana
Oenothera stubbei	Chihuahun Primrose
Rosmarinus officinalis prostrates	Trialing Rosemary
Verbna tenusecta	Sand Verbena

4. Accents

Agave geminiflora	Twin Flowered Agave
Chrysactinia mexicana	Damiantia
Dasyilirion acrotriche	Green Desert Spoon
Dasylirion longissimum	Toothless Desert Spoon
Dasylirion wheeleri	Desert Spoon
Dietes bicolor	Fortnight Lily
Encelia farinose	Brilllebush
Gaura lindheimeri	Gaura
Hermerocallis hybrids	Day Lily
Hesperalo parviflora	Red Yucca
Hymenoxys acaulis	Angelita Daisy
Viguiera stenoloba	Golden Eye
Yucca baccata	Banana Yucca
Yucca elata	Soap Tree
Yucca recurvifolia	Weeping Yucca
Yucca rigida	Blue Yucca

Appendix C: Citizen Participation Plan

The State of Arizona's Growing Smarter legislation has established new requirements for towns, cities, and counties to better evaluate and subsequently respond to growth issues. A major element of this framework includes enhanced public participation and notification procedures.

According to the Arizona Revised Statutes (A.R.S.) 9-641.06 (B), "*the procedures shall provide for:*

a. *The broad dissemination of proposals and alternatives;*
b. *The opportunity for written comments;*
c. *Public hearings after effective notice;*
d. *Open discussions, communications programs and information services; and*
e. *Consideration of public comments."*

The following information outlines the public participation plan for Gladden Farms II:

Representatives for Gladden Forest, LLC and The Planning Center will conduct a neighborhood meeting prior to the Planning and Zoning Commission public hearing. Section 10.02.C of the Town of Marana Land Development Code requires all property owners within 300 feet be notified of a proposed rezoning. All residents living within Gladden Farms I will be invited as well as all neighboring property owners within a 300-foot radius of the project site.

Town of Marana Planning staff will be provided with a copy of the list and map used to notify the property owners for the meeting. Additionally, a summary of each neighborhood meeting and attendance sheet will be provided to staff.

GLADDEN FARMS COMMUNITY ASSOCIATION
DESIGN REVIEW APPLICATION - NEW CONSTRUCTION COMMITTEE

Send completed application to:

Gladden Farms Community Association
C/O CCMC
333 E. Wetmore Road, Suite 250
Tucson, AZ 85705-1758

Date: Builder: Parcel:

A. General

Mailing Address: City/State/zip:
Building Plan Architect: Phone:
Landscape Architect: Phone:

B. Building Data

Plan Number: _____ Livable Square Footage: _____ Max. Height: _____
Plan Number: _____ Livable Square Footage: _____ Max. Height: _____
Plan Number: _____ Livable Square Footage: _____ Max. Height: _____
Plan Number: _____ Livable Square Footage: _____ Max. Height: _____

C. Application Checklist

The following information must be included with your application package:

___1. Design Review Fee: $500.00 per floor plan, payable to Gladden Farms Community Association.
___2. Three (3) full size sets of certified architectural plans complete with floor and elevation plans and mechanical & electrical plans
___3. Three (3) half-size sets of certified architectural plans complete with floor and elevation plans.
___4. Three (3) sets of typical front yard landscape plan alternatives to be offered to homebuyers.
___5. Exterior Color Schemes, including paint and roof tile samples and light reflectivity value information:
Brand of Paint: Roof Tile Supplier:
___6. Building Construction Type (frame, masonry, etc.): _____
___7. Stucco Pattern:
___8. Patios: Indicate type of materials to be used:
___9. Type of color and finish of: Entry door _____Windows
__10. Exterior lighting: Picture must be provided. All exterior lighting must be shielded in design so that the light source is not visible.
__11. Location of HVAC equipment must be shown on all floor plans. Ground-mounted units must be concealed by a solid enclosure on all sides visible to a neighboring property.
__12. Type of finish to be used on driveways and walkways:
__13. Fencing: A typical fence layout must be provided:
Size of block: Color: _____
__14. Entry features, landscape or hardscape paving features to add interest, and common area landscape plans.
__15. Model layout plan, including lot designation, footprint of home, landscaping, fencing, parking lot layout and material used, and plan to convert to typical planting scheme.
__16. Entry way permanent and temporary marketing signs (see exhibit T-1a)

Gladden Farms Community Association
Design Review Application—New Construction Committee
Page 2

B. Additional Notes _____

APPLICANT ACKNOWLEDGMENT:

The submittal of this application in no way constitutes approval of the proposed plan. Written notification of the committee's decision will be supplied to the Applicant as soon as possible after submission of all requested information. Such approval shall not constitute an approval, ratification or endorsement of the quality or architectural or engineering soundness of the proposed improvements and neither the Committee nor the Association shall have any liability for any defects in the plans, specification or improvements. Construction must not begin until the Committee has reviewed and approved the plans in writing. As Applicant, I have read and understand the Design Guidelines and applicable CC&Rs concerning design and construction in Gladden Farms. As Applicant, I acknowledge that the persons reviewing the plans and specifications will change with time and that the opinions on aesthetic matters, as well as interpretation and application of the guidelines, may vary accordingly. In addition, I acknowledge that it may not always be possible to identify objectionable features of proposed improvements until the improvements have been completed, in which case it may be unreasonable to require changes to the improvements involved. However, the Committee may refuse to approve similar proposals in the future. I agree to pay any costs incurred by the Association if I fail to meet the standards established by the Committee and the Board of Directors.

Submitted by:

_____ _____ _____
Signature Print Name Date

Email address: _____

Fax Number _____ Cell _____

Proposed start date of construction: _____

Company Name: _____

Address: _____

GLADDEN FARMS COMMUNITY ASSOCIATION
DESIGN REVIEW APPLICATION
MODIFICATIONS COMMITTEE

Send completed application to:

Gladden Farms Community Association
C/O CCMC
333 E. Wetmore Road, Suite 250
Tucson, AZ 85705-1758

Date:_____Builder:_____Parcel:_____

A. **General**
Mailing Address:_____City/State/zip:_____
Building Plan Architect:_____Phone:_____
Landscape Architect:_____Phone:_____

B. **Building Data**
Plan Number:_____ Livable Square Footage:_____ Max. Height:_____

C. **Application Checklist**
The following information must be included with your application package. Checked items are mandatory for all applications.

____1. Design Review fee is not due, but may be requested if professional review is deemed advisable.
____2. Three (3) full sets of architectural plans.
____3. Exterior Color Schemes, including paint and/or roof tile samples
Brand of Paint:_____Roof Tile Supplier:_____
____4. Building Construction Type (frame, masonry, etc.):_____
____5. Stucco Pattern:_____
____6. Patios: Indicate type of materials to be used:_____
____7. Type of color and finish of: Entry door_____Windows_____
____8. Exterior lighting: Picture must be provided. All exterior lighting must be shielded in design so that the light source is not visible.
____9. Location of mechanical equipment must be shown on all floor plans. Ground-mounted equipment must be concealed by a solid enclosure on all sides visible to a neighboring property.
____10. Type of finish to be used on driveways and walkways:_____
____11 Fencing: A typical fence layout must be provided:
Size of block:_____Color:_____
____12 Landscape plan
____13 Playset or Shed_____
____14 Window Tinting (attach sample)_____

Gladden Farms Community Association
Design Review Application— Modifications Committee
Page 2

A. Additional Notes _____

APPLICANT ACKNOWLEDGMENT:

The submittal of this application in no way constitutes approval of the proposed plan. Written notification of the committee's decision will be supplied to the Applicant as soon as possible after submission of all requested information. Such approval shall not constitute an approval, ratification or endorsement of the quality or architectural or engineering soundness of the proposed improvements and neither the Committee nor the Association shall have any liability for any defects in the plans, specification or improvements. Construction must not begin until the Committee has reviewed and approved the plans in writing. As Applicant, I have read and understand the Design Guidelines and applicable CC&Rs concerning design and construction in Gladden Farms. As Applicant, I acknowledge that the persons reviewing the plans and specifications will change with time and that the opinions on aesthetic matters, as well as interpretation and application of the guidelines, may vary accordingly. In addition, I acknowledge that it may not always be possible to identify objectionable features of proposed improvements until the improvements have been completed, in which case it may be unreasonable to require changes to the improvements involved. However, the Committee may refuse to approve similar proposals in the future. I agree to pay any costs incurred by the Association if I fail to meet the standards established by the Committee and the Board of Directors. TheCommittee may,but is not required to, perform a view analysis, communicate with neighboring property owners, or charge a fee when professional assistance is needed.

Submitted by:

_____ _____ _____
Signature Print Name Date

Email address: _____

Fax Number _____ Cell _____

Proposed start date of construction: _____

Appendix E: Definitions

Automobile Service Stations: Including gas stations and quick lube shops but not including auto repair, body and fender work, painting facilities or mechanical or steamrack washracks.

Guest Home: Living quarters, without a kitchen, for guests, relatives, or servants on the premises in an accessory building or attached to the principal residence.

Home Occupation: As defined by the Town of Marana Land Development Code.

Lot Coverage: The area of a site occupied by structures.

Multi-Family: As defined by the Town of Marana Land Development Code.

Personal Services: Personal services include, but are not limited to, barber shops; beauty salons and day spas; clothes pressing and tailoring; massage therapy studios; exercise facilities including personal training and yoga studios; and shoe repair.

Retail: Sale of tangible personal property for any purpose other than retail.

Wholesale: Sale of tangible personal property for resale by a licensed retailer, for consumption by an ultimate purchaser.

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: M_S
DEPUTY RECORDER
1966 PE3

SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
11555 W CIVIC CENTER DR
MARANA AZ 85653

DOCKET: 12758
PAGE: 2247
NO. OF PAGES: 2
SEQUENCE: 20060470593
03/10/2006
RES 14:48
MAIL
AMOUNT PAID $ 8.00

MARANA RESOLUTION NO. 2006-38

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH FC/M GLADDEN II, L.L.C., REGARDING THE GLADDEN FARMS II DEVELOPMENT PROJECT.

WHEREAS FC/M GLADDEN II, L.L.C. has presented the Gladden Farms II Specific Plan to the Town Council for consideration, governing the proposed Gladden Farms II development project; and

WHEREAS FC/M GLADDEN II, L.L.C and the Town desire to enter into a development agreement to further clarify the obligations of the parties relative to the development of the Gladden Farms II development project; and

WHEREAS, the Mayor and Council find that the terms and conditions of the Gladden Farms II Development Agreement are in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the development agreement between the Town of Marana and FC/M Gladden II, L.L.C, 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.

IT IS 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 aforementioned agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 7th day of March, 2006.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

{00001833.DOC /}

FJC/cds 2/28/06

12758 2247

Exhibit A to Marana Resolution No. **2006-38**, entitled **GLADDEN FARMS II DEVELOPMENT AGREEMENT**, by and between the Town of Marana and FC/M GLADDEN II, L.L.C., was recorded separately on March 10, 2006, at Docket 12758, Page 2249 in the Office of the Pima County Recorder.

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: M_S
DEPUTY RECORDER
1966 PE3

DOCKET: 12758
PAGE: 2249
NO. OF PAGES: 23
SEQUENCE: 20060470594
03/10/2006
AG 14:48

MAIL
AMOUNT PAID $ 17.00

SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
11555 W CIVIC CENTER DR
MARANA AZ 85653

GLADDEN FARMS II DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS DEVELOPMENT AGREEMENT ("this Agreement") is made by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and FC/M GLADDEN II, L.L.C., an Arizona limited liability company (the "Developer"). The Town and the Developer are collectively referred to in this Agreement as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

General Background

A. The Developer owns approximately 633.28 acres of land located in the Town limits, as depicted on the map attached as Exhibit "A" and legally described on Exhibit "B" (the "Property").

B. The Developer proposes to develop the Property as Gladden Farms II ("Gladden II").

C. The Developer and the Town desire that Gladden II be developed in a manner consistent with the development regulations that now apply to the Property, as amplified and supplemented by this Agreement.

D. The Town and the Developer acknowledge that the development of the Property pursuant to this Agreement will result in planning and economic benefits to the Town and its residents.

E. The Developer has made and by this Agreement will continue to make a substantial commitment of resources for public and private improvements on the Property.

F. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, A.R.S. § 9-500.05.

Land Use Background

G. The following are among the development regulations that now apply to the Property (collectively, the "Development Regulations"):

i) The Town's written rules, regulations, procedures, and other policies relating to the development of land, whether adopted by the Mayor and Council or by Town Staff (collectively the "Marana Development Code").

ii) The future development of the Property shall be subject to the Gladden Farms II Specific Plan as adopted by the Town on March 7, 2006, as amended from time to time (the "Specific Plan").

H. The Property consists of all land included in the Specific Plan except for the approximately 2.39 acre parcel located at the southwest corner of Moore and Postvale Roads.

I. This Agreement is consistent with the portions of the Town's General Plan applicable to the Property.

{00001636.DOC;8}
GLADDEN FARMS II DEVELOPMENT AGREEMENT -1- 3/1/2006 4:18 PM FJC

Exhibit A to Marana Resolution 2006-38

23

Transportation Infrastructure Background

J. Tangerine Road west of I-10 (referred to in this Agreement as "Tangerine Farms Road") is currently anticipated to be realigned and extended by the Town to improve the geometry of the freeway interchange and to serve as a major arterial roadway for northwest Marana.

K. The right-of-way for Tangerine Farms Road immediately west of Gladden II, through the development project referred to in this Agreement as "Gladden I" and depicted in the subdivision plat entitled "Gladden Farms" recorded in the Pima County Recorder's office at Book 55 of Maps and Plats Page 60, has been dedicated to the Town.

L. Tangerine Farms Road from Moore Road on the west through Gladden I and Gladden II and extending to its intersection with I-10 is currently anticipated to be constructed by a municipal improvement district or other special district to be established by the Town for that purpose.

M. The Town believes that unless and until Tangerine Farms Road is constructed and open to the public, enabling vehicular access from Gladden I and Gladden II via a realigned Tangerine Farms Road that does not feed onto the frontage road and instead leads directly to the I-10 interchange, the transportation infrastructure in the vicinity of Gladden II may not be sufficient to accommodate intensive development of the Property.

Water Background

N. The provisions of this Agreement relating to water service are entered into and authorized by Title 14 of the Marana Town Code as it may be amended from time to time (the "Marana Municipal Water Code").

O. The Developer desires for the Town to provide water service to Gladden II.

P. To secure water service from the Town for Gladden II, the Developer proposes to install those certain water infrastructure improvements referred to in this Agreement as the "Developer-Installed Water Facility."

Q. The Developer desires that the Town take ownership of, operate, and service the Developer-Installed Water Facility

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

S. Water and sewer infrastructure is currently anticipated to be connected through Gladden II as needed to serve the "Commercial Property" as defined in the Tangerine Commerce Park Right-of-Way Exchange and Development Agreement recorded in the Pima County Recorder's office at Docket 12706, Page 1578. This Commercial Property is referred to in this Agreement as the "Tangerine Commerce Park Commercial Property," and the owner obligated by that agreement to pay for the water and sewer upgrades to serve the Tangerine Commerce Park Commercial Property is referred to in this Agreement as the "Tangerine Commerce Park Commercial Property Owner."

Development Impact Fees Background

T. The Town has adopted certain development impact fees for roads, public parks, gravity water storage, renewable water resources and water system infrastructure, pursuant to A.R.S. § 9-463.05.

U. The Developer will be entitled to credit pursuant to A.R.S. § 9-463.05(B)(3) toward the payment of the Town's adopted development impact fees based on the required dedication of lands and improvements for public parks, arterial roadways, water gravity storage and renewable water resources and water system capacity infrastructure provided or to be provided by the Developer in connection with the development of Gladden II.

V. The Parties desire to address development impact fee credits applicable to Gladden II, based on currently anticipated developer-financed infrastructure.

AGREEMENT

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

Article 1. Development.

1.1. Development review. The Property shall be developed in a manner consistent with the Development Regulations and this Agreement, which together establish the basic land uses, and the densities, intensities and development regulations that apply to the land uses authorized for the Property. Provided that the Developer is not in default in any obligations of the Development Regulations or this Agreement, and further provided that the construction of Tangerine Farms Road is substantially complete in accordance with paragraph 1.3 below, upon the Developer's compliance with the applicable development review and approval procedures and substantive requirements of the Development Regulations, the Town agrees to issue such permits or approvals for Gladden II as may be requested by the Developer.

1.2. Total residential units. The total number of residential units of all types in Gladden II shall not exceed 2,539.

1.3. No building permits until completion of Tangerine Farms Road Improvements. The Developer shall not submit to the Town applications for any commercial or residential building permits on the Property until the following infrastructure improvements are substantially complete, open to the public and dedicated to the Town:

1.3.1. The final four-lane divided Tangerine Farms Road from the east boundary of Gladden I to the east boundary of Gladden II, either by a district pursuant to Article 2 and Article 3 or by the Developer pursuant to Article 4, ~~and~~ .

~~1.3.2. Construction of a realigned Tangerine Farms Road east of the Property, enabling vehicular traffic to access the Tangerine/I-10 interchange directly, without the need to use the frontage road.~~

1.4. Zoning and plat conditions. The Developer agrees to fulfill all conditions outlined in the Development Regulations.

1.5. Avigation easement and noise attenuation. Developer shall record an avigation easement and shall provide noise attenuation as part of the design and construction of homes in Gladden II so that a maximum interior noise level of 45 decibels is achieved within each home.

1.6. Determination of no hazard to air navigation. Developer shall submit an FAA 7460 form to the Federal Aviation Administration and receive a "Determination of No Hazard to Air Navigation" from the Federal Aviation Administration before any construction or alteration of greater height than an imaginary surface extending outward and upward at a 100 to 1 slope for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of the Airport.

1.7. Archaeological/historic resources. Development of the Property shall meet all Town requirements set forth in Title 2 and Title 20 of the Marana Development Code related to Archeological and Historic Resources.

1.8. Site built construction and building permits. All construction on any portion of the Property, whether sold in bulk or individually, whether subdivided or not, shall be site built and shall require building permits.

1.9. Compliance with residential design standards. All residential construction on any portion of the Property shall be constructed in accordance with the then current residential design standards as adopted by the Town of Marana, and any construction for which building permits have not yet been applied for as of the effective date of the residential design standards shall comply with those residential design standards.

Article 2. Bond-Funded Public Infrastructure Improvements

2.1. Applicability. The provisions of Article 2 and Article 3 shall only apply and become effective if the Town establishes not later than December 31, 2007 a municipal improvement district or other special district for the purpose of financing and constructing the Tangerine Farms Road Improvements.

2.2. Tangerine Farms Road Improvements. The Town shall construct and thereafter maintain approximately 3.8 miles of Tangerine Farms Road as a four-lane divided roadway from the Tangerine Road/I-10 interchange and extending westward to Moore Road, with curbs and gutters, median breaks and turn lanes for proposed major street intersections, street lights, a multi-use pathway, a 16" potable water main, a 8" non-potable water main, landscaping, and other associated public improvements (collectively the "Tangerine Farms Road Improvements").

Article 3. Participation in Tangerine Farms Road Improvements Cost

3.1. Definitions. The following definitions shall apply to this Article:

3.1.1. The "Allocated Assessment" is (C ÷ F) x T, where C is the Gladden II Property Frontage, F is the Total Frontage, and T is the Total Improvement Cost. The "Allocated Assessment" for Gladden II may be some other amount established and agreed upon in writing by and among the Parties.

3.1.2. "Frontage" is distance in linear feet measured from the centerline of the right-of-way for the Tangerine Farms Road Improvements.

3.1.3. The "Gladden II Property Frontage" is the frontage of Gladden II along the Tangerine Farms Road Improvements.

3.1.4. "Individual Parcel Improvement Costs" are costs that predominately benefit an individual parcel, such as traffic signals, conduit for future traffic signals, water and sewer improvements to the extent necessary to serve an individual parcel and that do not benefit all of the land fronting on the Tangerine Farms Road Improvements, the proposed park underpass within Gladden I and undergrounding of Cortaro Marana Irrigation District facilities for purposes other than road crossings.

3.1.5. The "Total Improvement Cost" is the construction cost of the Tangerine Farms Road Improvements together with all related engineering, legal, financial and incidental costs. The Total Improvement Cost shall not include Individual Parcel Improvement Costs.

3.1.6. The "Total Frontage" is the total combined frontage of all privately owned land on both sides of the Tangerine Farms Road Improvements.

3.2. Assessment allocation. The Developer shall pay the Allocated Assessment and the Individual Parcel Improvement Costs attributable to Gladden II not later than the cash collection period (see A.R.S. § 48-590(B)) or, if not so paid, they will be assessed against Gladden II as set forth in paragraph 3.3 below.

3.3. Bonds. If the Allocated Assessment and the Individual Parcel Improvement Costs attributable to Gladden II are not paid during the cash collection period (see A.R.S. § 48-590(B)), the Town shall sell municipal bonds with a term of at least 15 years for purposes of amortizing the Total Improvement Cost over the term of the bond and for funding or reimbursing the Total Improvement Cost. Thereafter Gladden II shall be assessed the principal and interest on the Allocated Assessment and the Individual Parcel Improvement Costs attributable to Gladden II as required for repayment of the bonds.

3.4. Assessment reallocation. Upon division or subdivision of Gladden II, the Town shall reallocate the assessment among the parcels in direct proportion to the benefit received by each parcel.

3.5. Consent to assessment. The Developer hereby agrees to execute a standard improvement district waiver agreement prepared by the Town's bond counsel, in which the Developer (among other things) (i) consents to a levy of assessment for the Allocated Assessment; (ii) waives any and all objections to formation of an assessment district to implement the terms of this Agreement; and (iii) agrees to take all steps necessary to levy and confirm assessments against Gladden II.

Article 4. Developer Funding of Infrastructure if District is Not Formed

4.1. Applicability. The provisions of this Article shall only apply and become effective if the Town fails to establish a municipal improvement district or other special district for the purpose of financing and constructing the Tangerine Farms Road Improvements not later than December 31, 2007, as provided in Article 2 and Article 3.

4.2. Developer-Constructed Tangerine Farms Road Improvements. The Developer shall construct and thereafter dedicate to the Town at no cost Tangerine Farms Road as a four-lane divided roadway within the Tangerine Farms right-of-way dedicated pursuant to paragraph 6.1 below, with curbs and gutters, median breaks and turn lanes for proposed major street intersections, street lights, a multi-use pathway, a 16" potable water main, a 8" non-potable water main, landscaping, and other associated public improvements, and including connection and transition to the existing paved two-lane Tangerine Road immediately east of the Property (collectively the "Developer-Constructed Tangerine Farms Road Improvements").

4.3. CFD financing. Nothing in this Article shall preclude funding of the Developer-Constructed Tangerine Farms Road Improvements with a CFD formed pursuant to Article 6.

Article 5. Water

5.1. Conversion of irrigation water rights. Within sixty days after the effective date of this Agreement or sixty days after the Property ceases to be used for farming, whichever occurs last, the Developer shall file all necessary documentation to the Arizona Department of Water Resources (ADWR) to convert all irrigation water rights for the Property to Type I non-irrigation water rights.

5.2. Transfer of water rights to the Town. Within sixty days after approval of any final plat for Gladden II, the Developer shall file all necessary documentation to transfer to the Town, in a manner prescribed by ADWR, all water rights on lands dedicated to the Town by that final plat. On lands not dedicated to the Town, the Developer shall transfer extinguishment credits to the Town, in a manner prescribed by ADWR, upon request by the Town.

5.3. Water service. The Town shall provide a designation of assured water supply, will provide actual water service to the Property, and will provide a "will serve letter" for the property at Developer's request.

5.4. Non-potable system. In compliance with the Northwest Marana Area Plan, the Developer shall develop and construct a secondary non-potable irrigation system, dedicated to the Town, to distribute non-potable water throughout the Property consistent with the Town's non-potable water system policy as it exists at the time the water improvements are constructed.

5.5. Cortaro-Marana Irrigation District ("CMID"). The Developer will work with CMID to enter into a formal agreement concerning the construction and maintenance of necessary irrigation systems and well sites to perpetuate the ability for CMID to have their users irrigate as necessary as well as the under-grounding of CMID canals at the Developers Cost.

5.6. General provisions relating to water service.

5.6.1. Developer installation of the Developer-Installed Water Facility. The Developer shall at its own expense design and install the water infrastructure improvements required to serve Gladden II, and such additional and oversized water infrastructure improvements the Town reasonably determines necessary, funded by the Town or other parties, as shown on water plans prepared by Developer and approved by the Town (the "Facility Plan"). The water infrastructure improvements depicted on the Facility Plan are referred to in this Agreement as the "Developer-Installed Water Facility," and shall conform to the design standards of the City of Tucson Water Department and the Marana Municipal Water Code and special specifications and details as approved by the Town and by this reference made a part of this Agreement. The Facility Plan shall include a plan note identifying the Developer-Installed Water Facility as a new water facility and shall show any and all alterations to the existing water system. Construction and installation of the Developer-Installed Water Facility in accordance with the Facility Plan, including without limitation all labor, materials, equipment, supplies, and tools required for the construction and installation, is referred to in this Agreement as the "Water Work."

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

5.6.3. Payment of connection fees. Before any service connections are made from the Town's water system to the Developer-Installed Water Facility, the Developer shall pay to the Town the connection fees and any other fees required by the Marana Municipal Water Code.

5.6.4. Anticipated cost per meter. The total charge for each ⅝" x ¾" water meter to be installed on the Property is currently anticipated to be $2,367 per meter, which includes a $500 connection charge (Town Code § 14.7.2(B)), a $400 installation charge (Town Code

§ 14.7.2(B)), and the $1,467 gravity storage and renewable resource development impact fee (Marana Ordinance No. 2005.25), but does not include the $864 water system infrastructure development impact fee (Marana Ordinance No. 2005.25). The applicable development impact fees are further addressed in Article 8. The amounts set forth in this paragraph do not include the $75 security deposit (Town Code § 14.7.2(B)), which will be owed by each individual home purchaser upon establishment of service.

5.6.5. Developer-Installed Water Facility acceptance by Town. No service connections shall be made from the Town's water system to the Developer-Installed Water Facility until the Developer-Installed Water Facility has been accepted by the Town in accordance with the Marana Municipal Water Code.

5.6.6. Frontage requirement. Any property connecting onto a water main shall have a minimum of fifteen feet of frontage on that main. A water easement or other utility easement shall not constitute frontage for purposes of this paragraph.

5.6.7. Meter application requirements. A meter application will be accepted only if the property to be served fronts the waterline. Only one water meter application will be allowed per legal description unless the Developer can provide the Town with plans indicating the type of improvement or development taking place on the land that justifies more than one meter. If any portion of the property served by the water meter is sold, the owner of the portion of land that fronts the water main shall have all rights associated with the water meter unless other arrangements are made with and approved by the Town of Marana Water Utility prior to the sale.

5.6.8. Developer's certification. By execution of this Agreement, Developer certifies that it shall comply with the Facility Plan and all other specifications applicable to the Water Work and agrees with and approves the location of all service lines as depicted on the Facility Plan.

5.6.9. Termination for lack of Water Work. Approval of the Facility Plan shall lapse if more than one year has passed since the date of the Facility Plan's approval and the Water Work has not begun, or if the Water Work is discontinued for a period of one year.

5.7. Engineering and inspection of Water Work.

5.7.1. Registered civil engineer. The Developer shall employ a registered civil engineer to design, lay out, establish control lines for and certify the layout of the Water Work according to the Facility Plan.

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

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

5.7.4. Payment of Town inspector's overtime cost. If scheduling by Developer's contractor reasonably requires the Town's inspector to work overtime, the Developer or Developer's contractor shall pay the Town for any additional salaries, expenses or employee

benefits relating to the overtime. For purposes of this paragraph, overtime is any time over 40 hours worked in a seven-day work period, any time over eight hours worked Monday through Friday, and any time worked on weekends and legal holidays observed by the Town.

5.8. Preconstruction procedure for Water Work.

5.8.1. Request to begin construction. The Developer shall submit a written request to begin construction to the Town five working days before the Water Work is to commence.

5.8.2. Construction permit. A construction permit for the Water Work shall not be issued prior to the effective date of this Agreement.

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

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

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

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

5.9. Construction of Water Work.

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

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

5.9.3. Paving. The Developer shall identify and locate all water valves prior to paving and set valve boxes to final grade after paving.

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

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

5.10. Dedication of the Developer-Installed Water Facility.

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

5.10.2. Two-year warranty. The Developer guarantees the Water Work to be free from all failures due to poor workmanship or materials for a period of two years from the date of the Town's final acceptance of the Water Work.

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

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

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

Article 6. Other Public Facilities and Infrastructure Requirements.

6.1. Road right-of-way dedications. The Developer shall dedicate to the Town the following rights-of-way as shown on the right-of-way plans prepared by the Town's consulting engineer most recently prior to the applicable dedication. The Developer may make these dedications subject to and reserving to the Developer any rights needed for purposes of obtaining possible future reimbursement from community facilities district financing for the Developer's contribution of right-of-way or public infrastructure.

6.1.1. Not later than sixty days after the effective date of this Agreement, the right-of-way for Tangerine Farms Road. If construction of a Tangerine Farms Road through this right-of-way results in a need to realign this right-of-way, the Town and the Developer shall cooperate to adjust the right-of-way boundaries provided that the total amount of land within the Tangerine Farms Road right-of-way dedicated by the Developer shall remain substantially the same.

6.1.2. With the recording of the final block plat for Gladden II or within 60 days of demand by the Town, the right-of-way for Moore Road.

6.1.3. With the recording of the final block plat for Gladden II or within 60 days of demand by the Town, the right-of-way for Clark Farms Road.

6.2. Transportation improvements. The Developer shall fund the design and construction of all transportation improvements the Town reasonably determines necessary to serve Gladden II, and shall dedicate to the Town without cost any and all right-of-way necessary for these transportation improvements, including without limitation the following (using street names as set forth on Exhibit "C," attached):

6.2.1. Mike Etter Boulevard. The Developer shall provide a four-lane divided cross-section in a 110-foot right-of-way for the entire length of Mike Etter Boulevard.

6.2.2. Clark Farms Boulevard. The Developer shall build Clark Farms Boulevard as a 150-foot four-lane divided roadway through Gladden II.

6.2.3. Traffic signals. When deemed warranted by the Town (but in any event not later than final release of assurances for the final subdivision within Gladden II), the Developer shall pay the total estimated cost of the Town's design and construction of traffic signals at the following intersections:

6.2.3.1. Tangerine Farms Road and Southfield Road.

6.2.3.2. Tangerine Farms Road and Mike Etter Boulevard.

6.2.3.3. Moore Road and Mike Etter Boulevard.

6.2.3.4. Mike Etter Boulevard and Southfield Road.

6.2.3.5. Mike Etter Boulevard and Pacheco Farms Road.

6.2.3.6. Clark Farms Boulevard and Pacheco Farms Road.

6.2.4. Approach lanes. The Developer shall provide two lanes of approach in the following locations concurrently with the initial construction of the applicable roadway:

6.2.4.1. Southbound Southfield Road at Tangerine Farms Boulevard.

6.2.4.2. Northbound Southfield Road at Mike Etter Boulevard.

6.2.4.3. Southbound Pacheco Farms Road at Mike Etter Boulevard.

6.2.4.4. Northbound Pacheco Farms Road at Clark Farms Boulevard and the southbound approach of the private driveway within Block 4 that aligns with Pacheco Farms Road at Clark Farms Boulevard. The north and southbound approaches shall consist of two lanes each, one of which shall be an exclusive left-turn lane and the other a through/right-turn lane.

6.2.5. Turn lanes. The Developer shall design and construct the following turn lanes concurrently with the initial construction of the applicable roadway:

6.2.5.1. A westbound left-turn lane and an eastbound right-turn lane on Moore Road at its intersection with Mike Etter Boulevard.

6.2.5.2. An eastbound right-turn lane and a westbound left-turn lane on Mike Etter Boulevard at its intersection with Southfield Road.

6.2.5.3. A westbound right-turn lane and an eastbound left-turn lane on Mike Etter Boulevard at its intersection with Pacheco Farms Road.

6.2.5.4. Right-turn and left-turn lanes on both approaches of Clark Farms Boulevard to its intersection with Pacheco Farms Road.

6.2.6. Other traffic studies and revised transportation improvements. The Developer shall provide additional traffic studies during the platting and development plan process for Gladden II. The Developer shall pay for and/or provide additional transportation improvements and dedications the Town reasonably requires based on the findings of those studies. The Town Engineer is authorized to waive, in writing, any transportation

improvement required by this Article if a traffic study approved by the Town indicates that Gladden II may be safely served without the waived transportation improvement.

6.3. Onsite private recreational facilities. Private recreational facilities shall be constructed on a site of a size not smaller than required by the Marana Development Code. Site and facility design and phasing shall be approved by the Town Parks & Recreation Director and Planning Director.

6.4. Fire protection. Before a certificate of occupancy is issued for any dwelling unit on the Property, the Developer shall have completed or shall provide evidence to the Town's satisfaction that Developer has made a diligent effort to complete the process of having the Property annexed into the Northwest Fire District.

6.5. Contribution in lieu of school land dedication. The Developer or its assignee shall contribute $1,200 per residential unit (the "School Fee") due and payable to the Marana Unified School District upon the issuance of the residential building permit. If the Town or the Marana Unified School District adopts an impact fee for schools in the future, the School Fee shall be credited against those future school impact fees.

6.6. Bank protection. In compliance with Town Ordinance No. 99.02, Developer shall pay $500.00 per acre of affected Property for bank protection. The total obligation of Developer for Gladden II is $316,640 ($500 x 633.28 affected acres). Developer shall pay this obligation on a pro-rata basis for each block, calculated and established by the Town in connection with approval of the final block plat for Gladden II, before the Town approves for that block either a subdivision into individual residential subdivision lots or a commercial development plan.

6.7. Sewer oversizing to serve offsite property. Sewer service for the Tangerine Commerce Park Commercial Property is currently anticipated to occur by extending sewer lines proposed to be installed in Gladden II to the Tangerine Farms Right-of-Way and in future Tangerine Farms Road.

6.7.1. Sewer extension and oversizing. Unless the Town first receives the notice described in subparagraph 6.7.2 below, when development proceeds in Gladden II, Developer shall install sewer lines of a size sufficient to serve the Tangerine Commerce Park Commercial Property to the future north right-of-way line of Tangerine Farms Road at the southern boundary of Gladden II, provided that the Tangerine Commerce Park Commercial Property Owner pays in advance to the Developer all costs associated with providing sewer service to the extent necessary to serve the Tangerine Commerce Park Commercial Property, and specifically the following:

6.7.1.1. To the extent oversizing is required for the Tangerine Commerce Park Commercial Property, the incremental additional cost of oversizing Gladden II's sewer to serve the Tangerine Commerce Park Commercial Property, and

6.7.1.2. Any cost for the extension of the sewer beyond where it would be needed to serve residential development within Gladden II, and

6.7.1.3. Any other sewer costs reasonably imposed by Pima County Wastewater Management to serve the Tangerine Commerce Park Commercial Property and that would not otherwise be incurred within Gladden II.

6.7.2. Alternative sewer service. If the sewer lines in Gladden II have not yet been oversized (see subparagraph 6.7.1 above) and the Tangerine Commerce Park Commercial

Property Owner provides written notice to the Town that an alternate method for obtaining sewer service on the Tangerine Commerce Park Commercial Property has been secured, subparagraph 6.7.1 above shall not apply.

6.8. Compliance with state and federal laws and regulations. No approval, permit or authorization of the Town authorizes the Developer to violate any applicable federal or state laws or regulations, or relieves the Developer from the responsibility to ensure compliance with all applicable federal and state laws and regulations, including but not limited to the Endangered Species Act and Clean Water Act.

Article 7. Infrastructure Financing

7.1. Responsibility for financing infrastructure improvements. Upon request of the Developer, the Town staff shall process any request for a community facilities district ("CFD") pursuant to A.R.S. § 48-701, *et seq.* and the Town's Guidelines for Establishment of Community Facilities Districts, and the Town Council shall reasonably consider such request for a CFD.

Article 8. Development Impact Fees and Credits

8.1. General provisions applicable to the determination of all development impact fees and credits. For purposes of determining the correct amount of any development impact fees and credits, the following general rules shall apply:

8.1.1. Calculation of credits based on total number of lots anticipated as of the time of payment. Development impact fee credits for development impact fees that are charged only to residential lots shall be determined by dividing the total value of applicable credits for Gladden II by the total then-anticipated number of lots in Gladden II, determined based on the actual number of lots shown on final subdivision plats for Gladden II and the Town's best estimate of the number of lots anticipated in blocks not yet subdivided into individual lots.

8.1.2. Actual construction and dedication as condition of credit. Credits shall be given against development impact fees only to the extent the Developer's construction and dedication or transfer of rights to the Town as anticipated in the calculation of the credit has been completed or is in progress to the reasonable satisfaction of the Town.

8.1.3. Future fee revisions. If the Town amends its development impact fees applicable to Gladden II, the fee per lot shall be the then-applicable fee minus the credit calculated for that particular fee.

8.1.4. Future impact fees. If the Town adopts an impact fee not addressed in this Article 8 for the same infrastructure for which Developer has dedicated land or made improvements or paid a voluntary fee pursuant to this Agreement, Developer shall be entitled to a credit as set forth in A.R.S. § 9-463.05, and the credit shall be calculated in a manner consistent with this Article 8.

8.1.5. Credits for other improvements not addressed in this Agreement. Any credits for infrastructure construction and dedication by the Developer beyond what is addressed in this Agreement shall be determined in accordance with A.R.S. § 9-463.05(B) as it may be amended from time to time.

8.2. Arterial roadway development impact fees and credits.

8.2.1. Total value. Of the improvements addressed in this Agreement, the Developer shall be entitled to credits against the Town's arterial roadway development impact fees for the following:

8.2.1.1. Tangerine Farms Road. The full principal amount (not including interest) of the Developer's contributions to the Tangerine Farms Road Improvements Cost (see Article 3 above), including the value of the Tangerine Farms Road right-of-way as determined in the development impact fee study supporting the establishment of the arterial roadway development impact fee.

8.2.1.2. Clark Farms Boulevard. The value of road right-of-way conveyed to the Town and the actual construction costs for Clark Farms Boulevard (see paragraph 6.2.2 above).

8.2.2. Current fee. As of the date of this Agreement, the Town's arterial roadway development impact fee that would apply to Gladden II before the credit is $5,941 per lot.

8.3. Park development impact fees and credits.

8.3.1. Total value. The Developer does not currently anticipate providing any park lands or undertaking any park construction in connection with Gladden II that is addressed in the Town's park impact fee ordinance (Ordinance No. 2005.11).

8.3.2. Credit per lot. There is no credit against the Town's park development impact fee for Gladden II as a result of any of the improvements addressed in this Agreement.

8.3.3. Current fee. As of the date of this Agreement, the Town's park development impact fee is $2,884 per lot.

8.4. Gravity storage and renewable resource development impact fees and credits.

8.4.1. Total value. The Developer does not currently anticipate providing any gravity water storage or renewable water resources in connection with Gladden II.

8.4.2. Credit per lot. There is no credit against the Town's of gravity water storage and renewable water resources impact fee for Gladden II as a result of any of the improvements addressed in this Agreement.

8.4.3. Current fee. As of the date of this Agreement, the Town's gravity storage and renewable resource development impact fee is $1,467 for each single family residential lot served by a ¾" x ¾" meter.

8.5. Water system infrastructure development impact fees and credits.

8.5.1. Current fee. As of the date of this Agreement, the Town's water system infrastructure development impact fee is $864 for each single family residential lot served by a ¾" x ¾" meter.

8.5.2. Credit. Developer is entitled to full credit against the Town's water system infrastructure impact fee as a result of providing the following water system infrastructure capacity improvements:

8.5.2.1. Two potable water wells, each capable of supplying peak daily demand; and

8.5.2.2. One reservoir providing 125% of average daily demand plus fire flow; and

8.5.2.3. Booster station capacity capable of serving peak daily demand plus fire flow or peak hour demand, whichever is greater.

Article 9. Cooperation and Alternative Dispute Resolution.

9.1. Appointment of representatives. To further the commitment of the Parties to cooperate in the progress of the Development, the Town and the Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town (the "Town Representative") shall be the Development Services Administrator, and the initial representative for the Developer shall be Dean Wingert or a replacement to be selected by the Developer. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Property.

9.2. Timing. The Town acknowledges the necessity for prompt review by the Town of all plans and other materials (the "Submitted Materials") submitted by the Developer to the Town hereunder or pursuant to any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its best efforts to accomplish such prompt review of the Submitted Materials whenever possible.

9.3. Default; remedies. 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 Article 11 to the Defaulting Party, which notice shall state the nature of the default claimed and make demand that such default be corrected. The Defaulting Party shall then have (i) twenty days from the date of the notice within which to correct the default if it can reasonably be corrected by the payment of money, or (ii) thirty days from the date of the notice to cure the default if action other than the payment of money is reasonably required, or if the non-monetary default cannot reasonably be cured within sixty days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within sixty days and thereafter diligently prosecuted to completion. If any default is not cured within the applicable time period set forth in this paragraph, then the Non-Defaulting Party shall be entitled to begin the mediation and arbitration proceedings set forth in paragraphs 9.4 and 9.5 below. The Parties agree that due to the size, nature and scope of the Development, and due to the fact that it may not be practical or possible to restore the Property to its condition prior to Developer's development and improvement work, once implementation of this Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the enforcement of this Agreement. This paragraph shall not limit any other rights, remedies, or causes of action that either party may have at law or in equity.

9.4. Mediation. If there is a dispute under this Agreement which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five 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 Developer and the Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Town and the Developer shall request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to real

estate development. The cost of any such mediation shall be divided equally between the Town and the Developer. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.

9.5. Arbitration. After mediation (paragraph 9.4 above) any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by both Parties to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and in a manner consistent with 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. The Town and the Developer shall each appoint one impartial arbitrator, and the arbitrators shall appoint a third arbitrator to act as chairman pursuant to Section R-13 of the American Arbitration Association Commercial Arbitration Rules.

Article 10. Protected Development Rights

To ensure reasonable certainty, stability and fairness to the Developer and the Town for a reasonable period of time, the Developer and the Town agree that the zoning designations, uses, and densities that now apply to the Property, as amended by this Agreement, shall remain in effect and shall not be changed for a period of seven years after the first issuance of commercial or residential building permits on the Property (see paragraph 1.3 above) without the agreement of the Developer.

Article 11. Notices and Filings.

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, if to (or to such other addresses as any Party may from time to time designate in writing and deliver in a like manner):

To the Town:
Town of Marana
Town Manager
11555 W. Civic Center Drive Bldg A-3
Marana, Arizona 85653-7006

To the Developer:
Dean Wingert
FC/M Gladden II, L.L.C.
333 E. Wetmore Suite #250
Tucson, Arizona 85705-1748

Article 12. General Terms and Conditions.

12.1. Term. This Agreement shall become effective upon its execution by all the Parties and the effective date of the resolution or action of the Town Council approving this Agreement (the "Effective Date"). The term of this Agreement shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes on the twentieth anniversary of the Effective Date. If the Parties determine that a longer period is necessary for any reason, the term of this Agreement may be extended by written agreement of the Parties. The Developer shall be entitled to

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GLADDEN FARMS II DEVELOPMENT AGREEMENT -15- 3/1/2006 4:18 PM FJC

terminate this Agreement if the Town materially impairs the development entitlements on the Property granted by this Agreement.

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

12.3. Attorney's fees. If any Party brings a lawsuit against any other Party to enforce any of the terms, covenants or conditions 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 of paragraph 9.5 above, requiring disputes to be resolved by binding arbitration.

12.4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

12.5. Headings. The descriptive headings of this Agreement are intended to be used to assist in interpreting the meaning and construction of the provisions of this Agreement.

12.6. Recitals. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and confirmed to be accurate.

12.7. 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.

12.8. Further acts. Each of the Parties shall execute and deliver all documents and perform all acts as reasonably necessary, from time to time, to carry out the matter contemplated by this Agreement. Without limiting the generality of the foregoing, the Town shall cooperate in good faith and process promptly any requests and applications for plat or permit approvals or revisions, and other necessary approvals relating to the development of the Property by the Developer and its successors.

12.9. Time Essence. Time is of the essence for purposes of this Agreement.

12.10. Successors. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors, assigns and legal representative of the Parties except as provided in paragraph 12.11 below. Unless and until the Town consents to an assignment of rights and obligations under this Agreement, the Town may enforce the Developer's obligations under this Agreement against the predecessor and successor in interest, the assignor and assignee, and the principal and legal representative. If there is a complete assignment of all rights and obligations of the Developer under this Agreement and the Town approves the assignment, the liability of the assigning party under this Agreement shall terminate effective upon the assumption of those liabilities by the assignee. The Town may not unreasonably withhold, delay or condition its approval of assignment under this paragraph. A transfer of all or any portion of Gladden II into a land trust with the Developer as beneficiary is not an assignment under this paragraph, and the Town hereby expressly consents to such a transfer into a land trust.

EXHIBIT 1999
DOCUMENT

12.11. Termination upon sale to end purchaser or user. This Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to the end purchaser or user and thereupon such lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

12.12. 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 the Developer and the Town. 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.

12.13. 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 request or appropriate to evidence or give effect to the provisions of this Agreement.

12.14. Imposition of duty by law. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

12.15. 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.

12.16. 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 in the Final Plat and Specific Plan as amended by this Agreement. Within ten days after any amendment to this Agreement, it shall be recorded in the office of the Pima County Recorder by and at the expense of the Party requesting the amendment.

12.17. Names and plans. The Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, ideas, designs, and work products of every nature at any time developed, formulated or prepared by or at the instance of the Developer in connection with the Property or any plans; provided, however, that in connection with any conveyance of portions of the infrastructure as provided in this Agreement such rights pertaining to the portions of the infrastructure so conveyed shall be assigned to the extent that such rights are assignable, to the appropriate governmental authority.

12.18. Good standing; authority. The Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of Arizona and is authorized to do business in the state of Arizona. The Town represents and warrants to the Developer 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.

12.19. 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. If a law or court order prohibits or excuses the Town from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain

in full force and effect, but the provision requiring the act shall be deemed to permit the Town to act at its discretion, and if the Town fails to act, the Developer shall be entitled to terminate this Agreement.

12.20. 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. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of paragraph 9.5, requiring disputes to be resolved by binding arbitration.

12.21. Interpretation. This Agreement has been negotiated by the Town and the Developer, 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.

12.22. Recordation. The Town shall record this Agreement in its entirety in the office of the Pima County Recorder no later than ten days after it has been executed by the Town and the Developer.

12.23. No developer representations. Except as specifically set forth in this Agreement, nothing contained in this Agreement shall be deemed to obligate the Town or the Developer to complete any part or all of the development of the Property.

12.24. Approval. If any Party is required pursuant to this Agreement to give its prior written approval, consent or permission, such approval, consent or permission shall not be unreasonably withheld or delayed.

12.25. Force majeure. If any Party shall be unable to observe or perform any covenant or condition of this Agreement by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute a default under this Agreement so long as such Party shall use its best effort to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure," as used in this paragraph, means any condition or event not reasonably within the control of such 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. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing Party or Parties, in either case when such course is in the judgment of and unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

12.26. Conflict of interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

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

TOWN:

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 3-8-06

OWNER:

FC/M GLADDEN II, L.L.C., an Arizona limited liability company
By: FOREST CITY LAND GROUP, INC., an Ohio corporation, its Manager

By: _____
Dean Wingert, Senior Vice President

Date: 3.07.06

ATTEST:

_____
Jocelyn C. Bronson, Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me on this 6th day of ~~February~~ MARCH, 2006 by Dean Wingert, Senior Vice President of FOREST CITY LAND GROUP, INC., an Ohio corporation, Manager of FC/M GLADDEN II, L.L.C. an Arizona limited liability company, on behalf of the LLC.

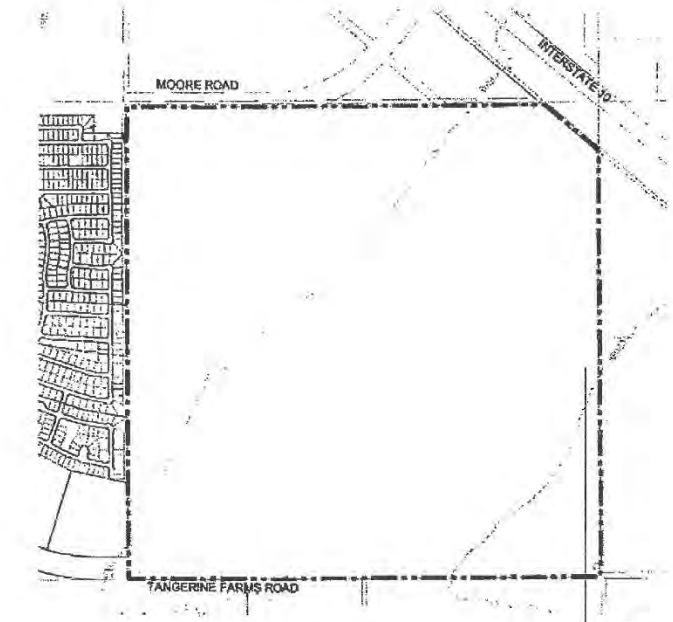
My commission expires:
12.15.2009

_____
Notary Public

KELLY PENUELA
Notary Public - Arizona
PIMA COUNTY
My Commission Expires
DECEMBER 15, 2009

[00001636.DOC / 8]
GLADDEN FARMS II DEVELOPMENT AGREEMENT -19- 3/1/2006 4:18 PM FJC

EXHIBIT "A"



Legend:
Project Boundary
Adjacent Parcels

THE PLANNING CENTER

Gladden Farms II
Specific Plan

Order No.: 21003977-JK - D

EXHIBIT "B"

That part of Section 35, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, lying South and West of the Southwest right of way line of the relocated Tucson-Picacho Highway, Federal Interstate Project 94, as it existed on May 15, 1960;

EXCEPT THEREFROM the right of way for Moore Road, formerly Grier Road, over the North 30 feet thereof, as shown on the map recorded in Book 2 of Road Maps, Pages 128 through 129;

AND EXCEPT THEREFROM the following two well sites belonging to Cortaro Water Users' Association:

Marana Well No. 13

That portion of the Southeast quarter of the Southeast quarter of Section 35, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, particularly bounded and described as follows:

BEGINNING at a point which is 62.5 feet Northerly and 25 feet Westerly from the Southeast corner of said Section 35;

THENCE Westerly 62.5 feet from and parallel to the South boundary line of said Section 35, a distance of 26.8 feet to a point which intersects the Northeast right-of-way line of the Cortaro Water Users' Lateral No. 6-1/2;

THENCE in a Northwesterly direction along the said right-of-way line of Cortaro Water Users' Lateral No. 6-1/2 a distance of 109.3 feet to a point;

THENCE Easterly, 150 feet from and parallel to the South boundary line of said Section 35, a distance of 92.25 feet to a point;

THENCE Southerly 25 feet from and parallel to the East boundary line of said Section 35, a distance of 87.5 feet to the POINT OF BEGINNING;

Marana Well No. 14

That portion of the Southeast quarter of the Northeast quarter of Section 35, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, particularly bounded and described as follows:

BEGINNING at a point which is 938.65 feet Westerly and 50 feet Northerly from the East quarter corner of said Section;

THENCE Westerly 50 feet from and parallel to the East and West center line of said Section 35, a distance of 135 feet to a point;

THENCE Northerly 1073.65 feet from and parallel to the East line of the said Southeast quarter of the Northeast quarter of Section 35, 100 feet to a point;

Legal Description

Order No.: 21003977-JK - D

THENCE Easterly 150 feet from and parallel to the East and West center line of said Section 35, 135 feet to a point;

THENCE Southerly 938.65 feet from and parallel to the East line of the said Southeast quarter of the Northeast quarter of Section 35, 100 feet to the POINT OF BEGINNING;

AND EXCEPT THEREFROM the following portion conveyed to Cortaro Marana Irrigation District in the Deed recorded in Docket 1988, Page 585:

BEGINNING at a point on the North line of said Section 35, said point being South 89°49'00" West, 591.06 feet from the Northeast corner of said Section 35;

THENCE South 49°37'00" East along the Southwesterly right of way line of Interstate 10, 357.77 feet;

THENCE South 49°53'00" East, 419.03 feet to the East line of said Section 35;

THENCE South 0°15'00" East, 32.81 feet along said East line;

THENCE South 49°53'00" West, 448.44 feet;

THENCE North 49°37'00" West, 386.97 feet to the aforesaid North line of Section 35;

THENCE North 89°49'00" East, 38.44 feet to the POINT OF BEGINNING;

AND EXCEPT THEREFROM a strip of land 110 feet in width conveyed to the State of Arizona, by and through its State Highway Commission in the Deed recorded in Docket 2003, Page 408 described as follows:

BEGINNING at the point of intersection of the existing Southwest right of way line of the existing Casa Grande-Tucson Highway with the East line of Section 35, from whence the Northeast corner of said Section 35 bears Northerly 359.70 feet;

THENCE North 49°53'00" West along said existing Southwest right of way line, a distance of 325.42 feet;

THENCE North 49°37'00" West continuing along said existing Southwest right of way line, a distance of 229.27 feet, to a point on the North line of said Section;

THENCE Westerly along said North section line, a distance of 169.15 feet;

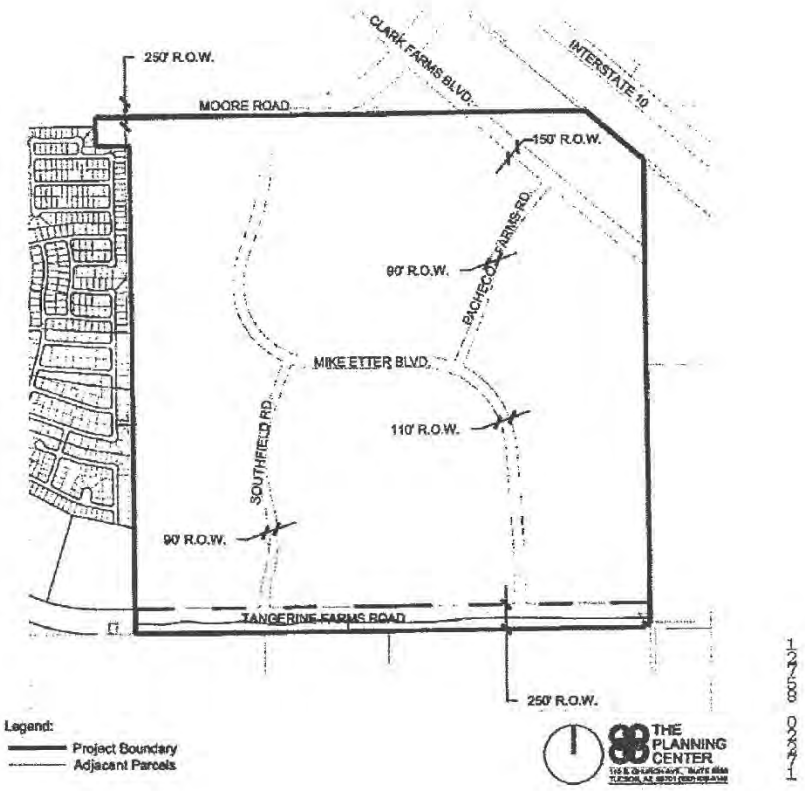
THENCE South 49°37'00" East 357.77 feet;

THENCE South 49°53'00" East 419.03 feet to a point on the aforesaid East line of Section 35;

THENCE Northerly along East section line, a distance of 144.38 feet, to the POINT OF BEGINNING;

AND EXCEPT THEREFROM the East 50 feet of the South 35 feet of the Southeast quarter of said Section 35, conveyed to Pima County in the Deed recorded in Docket 6411, Page 1237.

EXHIBIT C


250' R.O.W.
CLARK FARMS BLVD.
INTERSTATE 10
MOORE ROAD
150' R.O.W.
PACHECO FARMS RD.
90' R.O.W.
MIKE ETTER BLVD.
110' R.O.W.
SOUTHFIELD RD.
90' R.O.W.
TANGERINE FARMS ROAD
250' R.O.W.
Legend:
Project Boundary
Adjacent Parcels
THE PLANNING CENTER

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 II Specific Plan Amendment	
Description of Project: Residential development	Number of Lots:
Parcel No.(s): 217-54-342A & 217-54-3440	Gross Area (Acres): 43 ac
Project Address: Gladden Farms Blocks 38B & 43	
Ref. Project No.:	

CONTACT INFORMATION

Owner: Crown West Land Group	Contact Name: Dean Wingert		
Address: 333 E. Wetmore Road, Suite 250	City: Tucson	State: AZ	Zip: 85705
Email: dwingert@crownwest.com	Phone No.: (520) 888-3962		
Applicant: The Planning Center	Contact Name: Lexy Wellott		
Address: 2 E. Congress Street, Suite 600	City: Tucson	State: AZ	Zip: 85701
Email: lwellott@azplanningcenter.com	Phone No.: (520) 623-6146		
Consultant/Engineer: RICK Engineering	Contact Name: Paul Iezzi		
Address: 3945 E. Fort Lowell Road, Suite 111	City: Tucson	State: AZ	Zip: 85712
Email: piezzi@rickengineering.com	Phone No.: (520) 795-1000		

OWNER/APPLICANT AUTHORIZATION

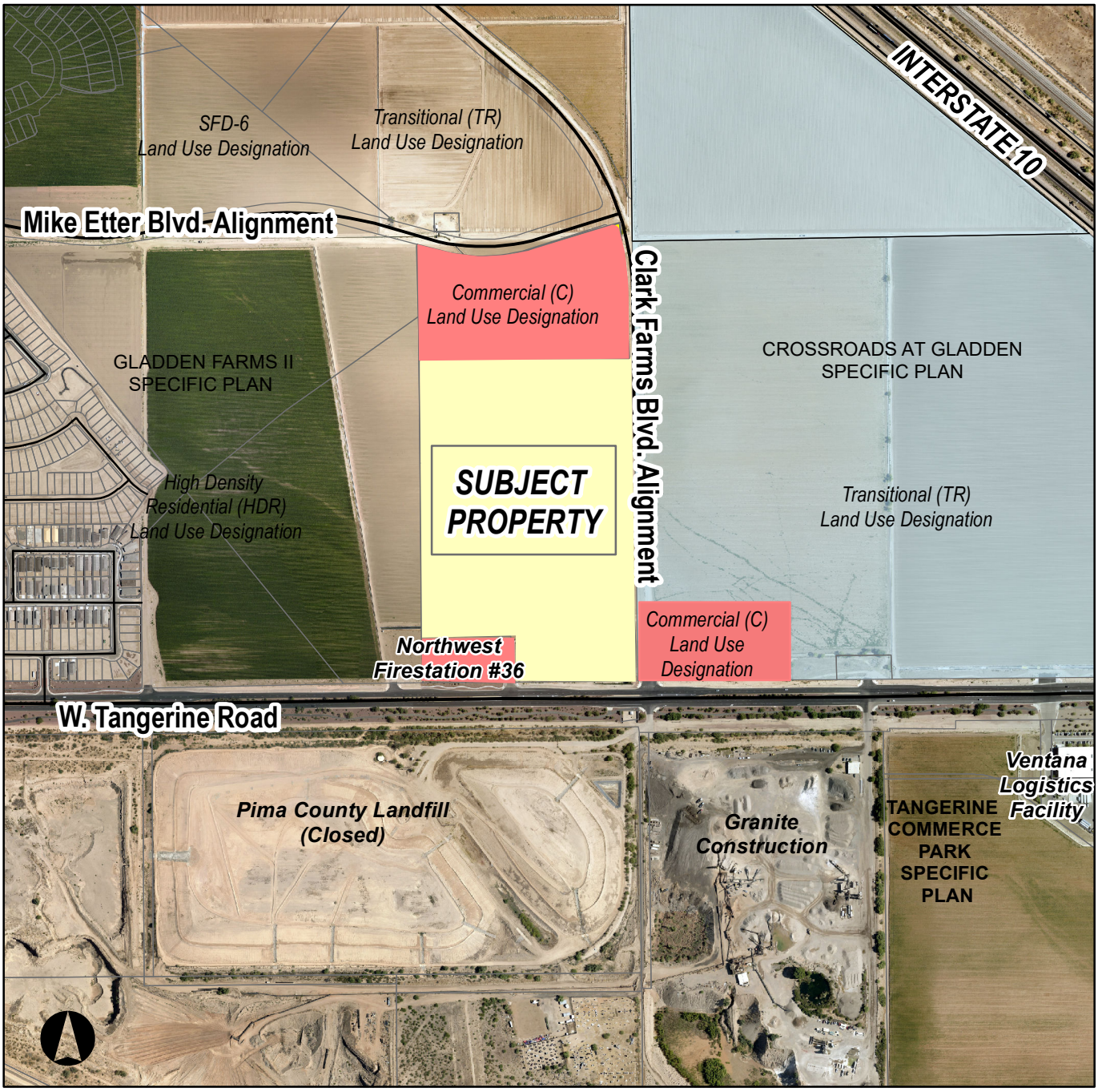
I hereby certify that the information set forth in this application are true and correct to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application. (If applicant is not the owner, attach written authorization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

Lexy Wellott		4/20/2021
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019



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.

Council-Regular Meeting **A3**

Meeting Date: 09/21/2021

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: September 21, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-132: Relating to Administration; approving and authorizing the Finance Director to execute Amendment Two to the Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services (Libby Shelton)

Discussion:

The Town of Marana has maintained an agreement with the Arizona Department of Corrections, Rehabilitation, and Reentry (ADCRR) and the Management & Training Corporation (MTC) for a number of years to obtain the use of inmate labor crews from the Marana Community Correctional Treatment Facility (MCCTF) for work on Town public works projects. On March 17, 2020, the Town Council adopted Resolution No. 2020-028 approving the latest version of the inmate work contract. On June 16, 2020, the Town Council adopted Resolution No. 2020-063 executing Amendment One to the inmate work contract granting MTC broader discretion to prohibit the assignment of inmates for work assignments when MTC reasonably believes there is likelihood of risk to the health or safety of the public, inmate workers, or MTC staff.

This proposed Amendment Two to the inmate work contract adds the following COVID-19 related requirements:

1. Town of Marana employees who work with inmates that are not fully vaccinated for COVID-19 must provide proof of a negative COVID-19 test within a preceding period ranging from one week to one month as required by ADCRR. The Town of Marana is responsible for the testing, testing costs, and confirmation of test results.
2. Town of Marana employees who work with inmates who are fully vaccinated for COVID-19 must report if the employee is symptomatic for possible COVID-19

infection or has a known exposure to COVID-19. In the event the vaccinated employee is symptomatic or exposed, the employee will have to submit to COVID-19 testing.

3. The testing and other related requirements are subject to change depending on new guidance from the U.S. Centers for Disease Control and Prevention (CDC), State of Arizona guidelines or directives, ADCRR policy changes, and/or any other dynamic aspects of the COVID-19 pandemic. When ADCRR makes changes, ADCRR will notify in writing and the Town of Marana is expected to abide by and carry out any changes.

Town staff met with affected departments to discuss the new COVID-19 requirements in this amendment. Considering the additional burden of this amendment employees were given an opportunity to opt out of working with the inmates if the individual employee is not comfortable with abiding by the new COVID-19 requirements.

Financial Impact:

This amendment should not have a significant financial impact for those departments that participate in this agreement. Some additional costs might be incurred for the COVOD-19 tests. Staff is not able to estimate these costs but anticipates they will not be material to department budgets. Any medical related costs associated with testing will be charged to the Human Resources department health and safety account which is consistent with other work related testing protocols or programs.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2021-132, authorizing the Finance Director to execute Amendment Two to the Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services.

Suggested Motion:

I move to adopt Resolution No. 2021-132, authorizing the Finance Director to execute Amendment Two to the Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services.

Attachments

Resolution 2021-132

Exhibit A: Contract Amendment

MARANA RESOLUTION NO. 2021-132

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE AMENDMENT TWO TO THE INMATE WORK CONTRACT BETWEEN THE TOWN OF MARANA, THE ARIZONA DEPARTMENT OF CORRECTIONS AND THE MANAGEMENT & TRAINING CORPORATION FOR INMATE LABOR SERVICES

WHEREAS the Town of Marana has maintained an agreement with the Arizona Department of Corrections and the Management & Training Corporation (MTC) for a number of years to obtain use of inmate labor crews from the Marana Community Correctional Treatment Facility; and

WHEREAS the Town Council adopted Resolution No. 2020-028 approving the latest version of the Inmate Work Contract on March 17, 2020; and

WHEREAS the Town Council adopted Resolution No. 2020-063 executing Amendment One to the inmate contract on June 16, 2020 granting MTC broader discretion to prohibit work assignments for inmates when there is a likelihood of risk to the health or safety of the public, inmate workers, or MTC staff; and

WHEREAS the parties wish to execute Amendment Two to inmate contract to add COVID-19 restrictions; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to amend the Inmate Work Contract.

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

SECTION 1. Amendment Two to the Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Finance Director is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of September, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Contract Amendment			State of Arizona Department of Corrections, Rehabilitation, and Reentry 1645 West Jefferson Street Phoenix, AZ 85007
Contract No.: 20-029-25	ADCRR Tracking No.: NA		
Contract Title: IWC-Support of public work projects- ASP-Marana			
Contract Amendment No.: 2	Date: August 9, 2021	Contract Officer: David Brackney	

Town of Marana
11555 W. Civic Center Drive
Marana, Arizona 85653
Attn: Yiannis Kalaitzidis, Finance Director

The following information relating to COVID-19 is being amended into the Contract, effective immediately.

2.26 That any of Contractor's employees who have, or may have, contact with any inmate workers or ADCRR staff who have contact with the inmate workers, are required to provide proof of a negative result from a test for infection of the COVID-19 coronavirus (SARS-CoV-2) within a preceding time period as required by ADCRR (which may normally range from one (1) week to one (1) month). Such test results must be confirmed at least two (2) days before Contractor's employee is expected to have contact with inmate workers or ADCRR staff who have contact with the inmate workers. Contractor is responsible for the testing, testing costs, and confirmation of test results to ADCRR.

2.26.1 Contractor shall notify ADCRR within two (2) hours upon learning that any of its employees associated with this work program has received a positive COVID-19 test result, along with all relevant information.

2.26.2 This will be an ongoing requirement, requiring such employees to be tested on a frequency determined by ADCRR requirements as long as they continue to have, or may have, contact with the inmate workers or ADCRR staff who have contact with the inmate workers. The validation of ongoing negative test results must be provided to ADCRR's Prison Operations and accepted by ADCRR in a time frame acceptable to ADCRR.

2.26.3 For the purposes of these provisions, "contact" shall mean being within twelve (12) feet of another person at any time, or having the potential to be within that distance of another person at any time. ADCRR shall exercise its sole discretion in resolving any questions or disagreements about whether contact is occurring or may occur.

2.26.4 ADCRR will provide inmate workers with a face cover to assist with virus protection. Any additional COVID-19 related PPE (such as plastic or rubber gloves, hand sanitizer, etc.) shall be considered as part of the PPE referred to in Section 1.1, and shall be provided by Contractor as determined by ADCRR.

2.26.5 All test results shall be from a medical provider acceptable to ADCRR.

2.26.6 All testing shall be a diagnostic molecular, or antigen, type of test for current infection (not an antibody test). If an antigen test is used, it must be of the type using the BinaxNOW COVID-19 Ag CARD authorized by the FDA, or any other antigen test type which may be acceptable to ADCRR.

Contract Amendment			State of Arizona Department of Corrections, Rehabilitation, and Reentry 1645 West Jefferson Street Phoenix, AZ 85007
Contract No.: 20-029-25	ADCRR Tracking No.: NA		
Contract Title: IWC-Support of public work projects- ASP-Marana			
Contract Amendment No.: 2	Date: August 9, 2021	Contract Officer: David Brackney	

2.26.7 Specific testing and other related requirements above are subject to change depending on new guidance from the federal U.S. Centers for Disease Control and Prevention (CDC), State of Arizona guidelines or directives, ADCRR policy changes, and/or any other dynamic aspects of the COVID-19 pandemic. Upon notification, Contractor shall abide by and carry out revised written direction from ADCRR. Whenever ADCRR determines any guidelines or conditions impacting this Contract must be tightened or may be relaxed, Contractor will likewise be informed of any changes in writing (to include via email).

2.26.7.1 Contractor's employee(s) who have been fully vaccinated against the COVID-19 coronavirus are not subject to the requirements for testing and proof of negative test result(s) stated in Sections 2.26 and 2.26.2 above; however, the following provisions shall apply to Contractor's employee(s) who have, or may have, contact with inmate workers or ADCRR staff who have contact with inmate workers:

2.26.7.1.1 If a fully vaccinated employee becomes symptomatic for possible COVID-19 infection, or has known exposure to COVID-19, the required testing and proof of negative test result(s) stated in Sections 2.26 and 2.26.2 shall apply to such employee(s) until lifted by ADCRR.

2.26.7.1.2 Contractor shall notify ADCRR within two (2) hours upon learning that its fully vaccinated employee(s) has become symptomatic for possible COVID-19 infection or has had known exposure to COVID-19, along with other relevant information.

2.26.7.1.3 For the purposes of this relaxation of the requirements, "fully vaccinated" shall mean that two (2) weeks or more have passed since Contractor's employee(s) completed the vaccine series (either single- or double-dose, depending on the vaccine manufacturer's prescribed usage). Proof of "full vaccination" is required upon ADCRR request, and Contractor employee's participation in the work program may be delayed until such proof is provided.

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2.26.8 While the above Sections 2.26 through 2.26.7 address specific concerns associated with the COVID-19 coronavirus (SARS-CoV-2) pandemic, the same or similar provisions may be applied, without a Contract amendment, in the event some other type of virus, bacteria, or other public health hazard should bring about the need for similar efforts to help control or limit the spread of illness or disease to the inmate population, ADCRR staff, or the public at large. Contractor will be notified and informed in writing (to include via email), should any such matters arise, and Contractor will be likewise obligated to abide by ADCRR's direction.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED	
ACKNOWLEDGEMENT AND AUTHORIZATION	
This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.	
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT, AGREES AND UNDERSTANDS THE ABOVE AMENDMENT	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE
Signature of Authorized Representative	Signature of Authorized Representative
	Denel M. Pickering
Typed or Printed Name	Typed or Printed Name
Title:	Title: Chief Procurement Officer
Date:	Date: