



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 5, 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 October 5, 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

P1 Proclamation honoring Jana Stransky (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

- C1 Resolution No. 2021-133: Relating to Development; approving a Release of Assurances for Saguaro Bloom Block 7A and accepting public improvements for maintenance (Jason Angell)
- C2 Resolution No. 2021-134: Relating to Development; approving the final plat for Tortolita 30, Lots 1-82 and Common Areas "A" (Natural Open Space) and "B" (Active Open Space and Drainage) located north of Moore Road and west of Tortolita Road within Section 26, Township 11 South and Range 12 East (Brian D. Varney)
- C3 Resolution No. 2021-135: Relating to Development; approving a final plat for Gladden Farms Block 37 Lots 1 - 212 & Common Areas "A" & "B", located generally south of West Mike Etter Boulevard, east of Midfield Road, and west of Clark Farms Boulevard (Anita McNamara)
- C4 Relating to Procurement; ratifying the Town Manager's approval of a budget transfer of \$121,200 from the Wastewater Capital Fund (Fund # 5035) North Marana Sewer Interceptor Project (WR021) to the Marana Rd-Sanders Rd 21-inch Main Project (WR018) within the same fund; authorizing the transfer of appropriations, if necessary, for the change in project budget; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Mo El-Ali)

- C5 Resolution No. 2021-136: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an agreement between the Town of Marana and On Your Left Consulting, LLC to provide race services for the Marana Parks and Recreation #RunMarana Series 2021-2022 Events (Jim Conroy)
- C6 Approval of the Regular Council Meeting Summary Minutes of September 21, 2021 (Cherry L. Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

- A1 PUBLIC HEARING: Ordinance 2021.021: Relating to Development; amending Marana Ordinance No. 2004.23, which approved the rezoning of approximately 107 acres of land generally located southeast of North Sanders Road and south of West Barnett Road from "A" Small Lot Zone to "R-6" Residential, by eliminating a rezoning condition related to lot sizes and revising other rezoning conditions to conform to intervening Town actions, current Town policies, and current Arizona law (Anita McNamara)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's [Marana Current and Proposed Projects](#) internet site (Jason Angell)
- D2 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Terry Rozema)

EXECUTIVE SESSIONS

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

- E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).
- E2 Executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion and consultation with and instructions to the Town's attorneys regarding settlement discussions in the pending litigation *Town of Marana v. Pulte Home Company, LLC*, Pima County Superior Court Case No. C20205095.

FUTURE AGENDA ITEMS

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

ADJOURNMENT



Council-Regular Meeting

P1

Meeting Date: 10/05/2021

From: Cherry L. Lawson, Town Clerk

Date: October 5, 2021

Subject: Proclamation honoring Jana Stransky (Cherry L. Lawson)

Attachments

Proclamation honoring Jana Stransky



PROCLAMATION Honoring Jana Stransky Sr. Executive Assistant

WHEREAS, Jana Stransky joined the Town of Marana on July 1, 1994 as a Clerk Typist in the Public Works Department. Council Member Ed Honea, encouraged her to apply, as he recognized how pleasant and friendly she was while serving him ice cream in her place of employment; and

WHEREAS, after spending a total of 27 years in public service working in the Public Works Department and Development Services, Jana is retiring as the Sr. Executive Assistant on October 8, 2021, and

WHEREAS, during her tenure with the Town of Marana, Jana has held many titles in her career including: Public Works Clerk (1994); a promotion to Administrative Secretary for Public Works (1996); promotion to Project Coordinator for Public Work (2000); Administrative Coordinator for Public Works (2007); Sr. Administrative Assistant for Public Works (2007); Executive Assistant for Engineering (2013), and Sr. Executive Assistant for Engineering; she even implemented the Town's Wayfinding Program including innovating the program to a digital format; and

WHEREAS, Jana is a two-time cancer survivor. She appreciates her coworkers and colleagues that provided support, comfort, encouragement, and care during that difficult time in her life, and she is grateful for the many friendships she has gained during her career. Jana is also appreciative to all of her coworkers and management team for pushing her to work toward obtaining higher goals. Jana has now set her sights on spending time with her children and grandchildren in her retirement years.

NOW, THEREFORE be it resolved, the Mayor and Council of the Town of Marana commend and thank **Jana Stransky** for her lengthy career in public service and her dedication to the Marana community, and urge its citizens join them in congratulating her on her retirement.

Dated this 5th day of October 2021.

ATTEST:

Cherry L. Lawson, Town Clerk

Ed Honea, Mayor



Council-Regular Meeting

C1

Meeting Date: 10/05/2021

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Gus Myers, Development Engineering Manager

Date: October 5, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-133: Relating to Development; approving a Release of Assurances for Saguaro Bloom Block 7A and accepting public improvements for maintenance (Jason Angell)

Discussion:

Saguaro Bloom Block 7A consists of lots 1 through 202, a 121-acre subdivision located north of Garnet Range Loop and east of Saguaro Peaks Blvd. The final plat for this subdivision was recorded at the Pima County Recorder's Office at sequence number 20192700513.

The Town has an assurance agreement assuring the completion of improvements needed to serve the subdivision. The subdivider has completed the improvements serving Saguaro Bloom Block 7A, acceptable to Town standards in accordance with the assurance agreement, including public infrastructure, which consists of roadways, a potable water system and a sanitary sewer conveyance system.

If adopted, this resolution will release the Saguaro Bloom Block 7A subdivision assurances and accept the public infrastructure for maintenance.

Staff Recommendation:

Staff recommends the adoption of Resolution 2021-133 approving a release of assurances for Saguaro Bloom Block 7A.

Suggested Motion:

I move to adopt Resolution No. 2021-133, approving the release of assurances for Saguaro Bloom Block 7A, and accpeting the public improvements for maintenance.

Attachments

Resolution

Location Map

MARANA RESOLUTION NO. 2021-133

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR SAGUARO BLOOM BLOCK 7A AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for Saguaro Bloom “7A”, Lots 1–202, Blocks “7B and “7C” (Future Residential) and Common Areas “A” (Drainage/Open Space), and “B” (Park) was recorded in the Pima County Recorder’s office on September 27, 2019, at Sequence No. 20192700513 (the “Final Plat”); and

WHEREAS the Town has a third party trust assurance agreement (the “Assurance Agreement”) with D.R. Horton, Inc. (the “Subdivider”) and Title Security Agency, LLC, under Trust No. 201434-T, recorded in the Pima County Recorder’s Office on September 27, 2019, at Sequence No. 20192700514, assuring the completion of public improvements for Saguaro Bloom Block 7A; and

WHEREAS the Subdivider has completed the public improvements for Saguaro Bloom Block 7A acceptable to Town standards in accordance with the Assurance Agreement; and

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

SECTION 1. The Assurance Agreement for Saguaro Bloom Block 7A is hereby released.

SECTION 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 2.4 miles of the following paved streets as shown on the Final Plat:

- Bamboo Muhly Trail
- Smooth Agave Loop
- Ruby Range Trail
- Cardon Grande Trail
- Sago Palm Way
- Dawes Aloe Way

SECTION 3. The Town accepts for maintenance the potable water system serving Saguaro Bloom Block 7A, consisting of approximately 8,225 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances with an estimated value of \$705,700.

SECTION 4. The Town accepts for maintenance the sanitary sewer system serving Saguaro Bloom Block 7A, consisting of approximately 8,225 linear feet of conveyance system and appurtenances with an estimated value of \$693,810.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 5th day of October 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C2

Meeting Date: 10/05/2021

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: October 5, 2021

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2021-134; Relating to Development; approving the final plat for Tortolita 30, Lots 1-82 and Common Areas "A" (Natural Open Space) and "B" (Active Open Space and Drainage) located north of Moore Road and west of Tortolita Road within Section 26, Township 11 South and Range 12 East (Brian D. Varney)

Discussion:

Request

Bowman Consulting Group, Ltd., on behalf of the property owner, D.R. Horton, Inc., is requesting approval of a final plat consisting of 82 residential lots, Common Area "A" (Natural Open Space) and "B" (Active Open Space and Drainage) on approximately 30 acres of land located north of Moore Road and west of Tortolita Road.

Zoning

The zoning of the property is R-8 (Residential) which requires a minimum lot size of 8,000 square feet for single family residential development.

Land Use

The final plat proposes 82 single-family residential lots on 29.6 acres of land yielding a density of 2.77 residences per acre. The minimum lot size proposed is 8,125 square feet, the average is 9,094 square feet, and the maximum lot size proposed is 17,315 square feet. The maximum allowable building height is 25 feet. Pursuant to a condition within the zoning ordinance, certain lots along the perimeter of the proposed development shall be restricted to single-story construction, specifically Lots 1-17, 38, 39, 48, 49, 58-62, and 79-82. Approximately 30,690 square feet (.70 acres) will be maintained as natural open space (Common Area "A"), and approximately 327,808 square feet (7.53

acres) will be utilized for active open space and drainage.

Recreation Area

A Recreation Area Plan has been submitted and approved in accordance with Town requirements. Town standards require a minimum of 16,400 square feet of active, usable recreation area for this development. The project proposes a centrally located recreation area of 38,948 square feet with amenities such as a covered tot lot, ramada with tables, bench seating, seat walls, etc. Additionally, the subdivision will include a number of smaller active and passive recreation areas connected by a network of natural earth paths to provide pedestrian connectivity throughout the development.

Access and Traffic Circulation

The subdivision will be directly accessed from Tortolita Road. A secondary emergency only access will be provided via Coyote Howl Road. The subdivision proposes .72 miles of new public streets. Interior streets will be constructed within the Town's standard 42-foot street section. As a condition of the rezoning, the design and construction of a roundabout at the intersection of Moore Road and Tortolita Road will be required. Plans for the roundabout are currently in review by Town staff. It is anticipated that construction of the roundabout will commence in May 2022, and most likely be completed in August 2022. The construction is planned to occur between school semesters in order to minimize impact to neighborhood traffic. The timing of the operational opening of the roundabout will be determined by Traffic Engineering staff. Another condition of the rezoning is the improvement of Coyote Howl Road. The roadway will include pedestrian access and will be improved from the southwest boundary of the subdivision south to Moore Road.

Infrastructure and Utilities

The subdivision will be served by Tucson Water and Pima County Wastewater.

Staff Recommendation:

Staff has reviewed the proposed final plat against the requirements of rezoning Ordinance No. 2020.015, the Marana Land Development Code, the Marana Town Code, and the Marana General Plan. The final plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2021-134, approving the final plat for Tortolita 30, Lots 1-82 and Common Areas "A" (Natural Open Space) and "B" (Active Open Space and Drainage).

Attachments

Resolution

Tortolita 30 Final Plat

PRV2106-003 Tortolita 30 Map

MARANA RESOLUTION NO. 2021-134

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT FOR TORTOLITA 30, LOTS 1-82 AND COMMON AREAS "A" (NATURAL OPEN SPACE) AND "B" (ACTIVE OPEN SPACE AND DRAINAGE) LOCATED NORTH OF MOORE ROAD AND WEST OF TORTOLITA ROAD WITHIN SECTION 26, TOWNSHIP 11 SOUTH AND RANGE 12 EAST

WHEREAS, on October 20, 2020, the Mayor and Town Council adopted Ordinance No. 2020.015, approving a rezoning of approximately 30 acres of land located north of Moore Road and west of Tortolita Road from R-144 Residential to R-8 Residential; and

WHEREAS Bowman Consulting Group, Ltd., representing the property owner, D.R. Horton, Inc., has applied for approval of the final plat for Tortolita 30, Lots 1-82 and Common Areas "A" (Natural Open Space) and "B" (Active Open Space and Drainage) on property that was the subject of the rezoning addressed by Ordinance No. 2020.015; and

WHEREAS the Mayor and Town Council, at its October 5, 2021 meeting, determined that the final plat for Tortolita 30 should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for Tortolita 30 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 5th day of October 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney

1. THIS PROJECT SHALL COMPLY WITH THE CONDITIONS SET FORTH IN MARANA ORDINANCE NO. 2020.015.

2. THE GROSS AREA OF THE SUBDIVISION IS 1,289.376 SQ FT OR 29.6 ACRES.

3. THE EXISTING ZONING FOR THIS PROJECT IS R-8.

4. THE ASSESSOR'S PARCEL NUMBERS ARE 218-04-080A, 218-04-080B, AND 218-04-0870.

5. THE MAXIMUM NUMBER OF RESIDENTIAL LOTS PERMITTED BY ORDINANCE NO. 2020.015 IS 62 LOTS. THE PROPOSED NUMBER OF RESIDENTIAL LOTS FOR THIS PROJECT IS 62.

6. GROSS DENSITY FOR 62 RESIDENTIAL LOTS IS 2.77 R/L.

7. MINIMUM ALLOWED LOT SIZE IS 8,000 SF.

8. MINIMUM PROVIDABLE LOT SIZE: R1 SIZE: 8,129 SF, LOTS 4-6, 9, 13-16, 18-19, 23-35, 36-51, 52-55, 56-65, 66-68.

9. AVERAGE PROVIDABLE LOT SIZE IS 9,054 SF.

10. MAXIMUM PROVIDABLE LOT SIZE IS 12,000 SF (1.07 AC).

11. MAXIMUM ALLOWED BUILDING HEIGHT IS 20 FEET (TWO STORIES).

12. THE PROPOSED PERCENT OF THE LOT AREA TO BE COVERED BY IMPERVIOUS PERCENT (ORDINANCE NO. 2017.39-39.48).

TORTOLITA 30 LOTS 1-82
COMMON AREA "A" (NATURAL OPEN SPACE) AND COMMON AREA "B" (ACTIVE OPEN SPACE AND DRAINAGE)
BEING A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 12
EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.

[illegible]

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

TOWN OF MARANA APPROVALS

BY	MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER	P.E.	DATE
BY	MARANA PLANNING MANAGER		DATE

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

BY _____ DATE _____
MARANA PLANNING MANAGER

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

BY _____
CLERK OF THE TOWN OF MARANA

DATE _____

SCALE: 3" = 1 MILE

DEDICATION

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

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

WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAN, INCLUDING ALL STREETS, ALLEYS, AND DRAINAGEWAYS, AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. UTILITY EASEMENTS AS SHOWN ON THIS PLAN, ARE DEDICATED TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. NO ACCESS EASEMENTS SHOWN ON THIS PLAN ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL, TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAN ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAN.

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

PRIVATE DRAINAGEWAYS AND COMMON AREA AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON

AREA SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DEED NUMBER _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREA WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NUMBER 201434-T, AND NOT OTHERWISE

BY: _____

TRUST OFFICER _____ DATE _____

STATE OF ARIZONA _____

STATE OF ARIZONA } SS _____
COUNTY OF PIMA } No. _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____
20____ BY _____, TRUST OFFICER OF TITLE SECURITY AGENCY, LLC, A DELAWARE

MY COMMISSION EXPIRES

NOTARY PUBLIC

BENEFICIARY DISCLOSURE:
DR HORTON, INC., A DELAWARE
CORPORATION

3580 W. INA ROAD #101
TUCSON, ARIZONA 85741
(520) 790-6005

**PIMA COUNTY REGIONAL
WASTEWATER RECLAMATION DEPARTMENT**

BY _____ P.E. _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE _____

Administration Address 13181 N. Tortolita Rd. Marana, AZ 85658 REFERENCE CASE NUMBER: PRV

FINAL PLAT FOR
TORTOLITA 30, LOTS 1-82, AND COMMON AREAS "A" AND "B"
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 16 EAST, GASBAM TOWN OF MARANA, PIMA COUNTY, ARIZONA


Bowman

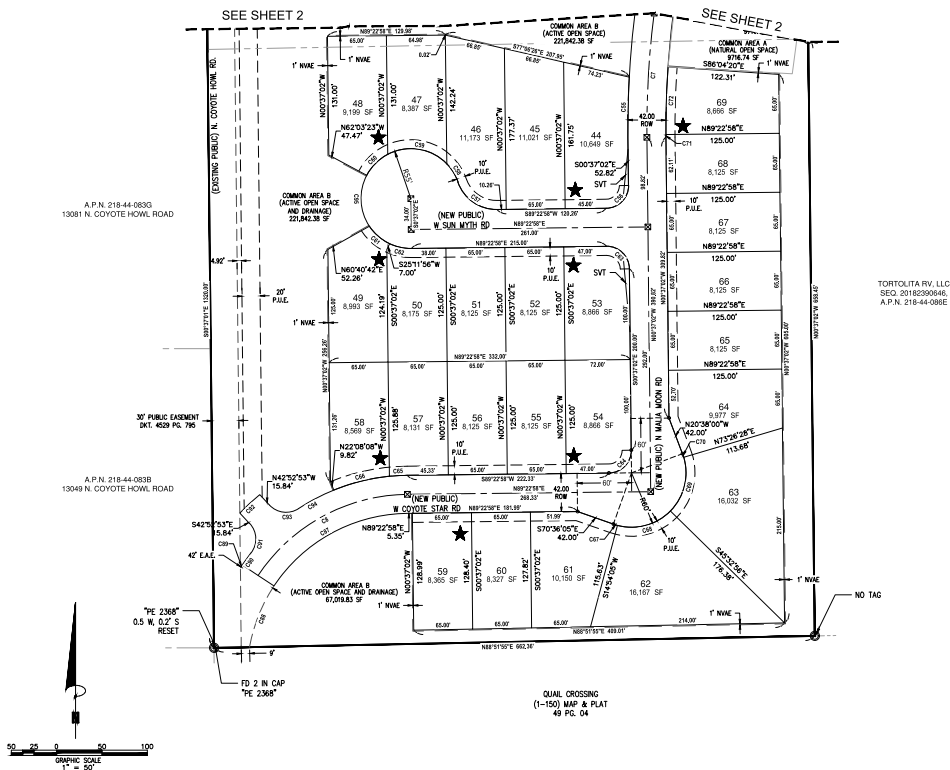
2464 N. La Cholla Blvd., Tucson, Arizona 85741 Phone: (520) 469-3200 www.zemlin.com © Bowman Consulting Group			
SCALE: H: C.L.	DRAWN:	DATE:	JOB No. 050935-01-001
	DESIGN:	REV. DATE:	
	CHECK:	REV. DATE:	

SEQUENCE NUMBER _____

FINAL PLAT

TORTOLITA 30 LOTS 1-82

COMMON AREA "A" (NATURAL OPEN SPACE) AND COMMON AREA "B" (ACTIVE OPEN SPACE AND DRAINAGE)
BEING A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 12
EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.



Bowman

7001 ALTA CHIMBILLO, TUCSON, ARIZONA 85741 | PHONE: (520) 482-2000 | WWW.BOWMAN-SURVEYING.COM

SCALE	DATE	BY	REV. DATE	REV. BY	SHEET
C.L.	10/05/2021	CL	10/05/2021	CL	3 OF 4

SEQUENCE NUMBER

FINAL PLAT

TORTOLITA 30 LOTS 1-82

COMMON AREA "A" (NATURAL OPEN SPACE) AND COMMON AREA "B" (ACTIVE OPEN SPACE AND DRAINAGE)
BEING A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 12
EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.

CURVE DATA				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	167.73'	800.00'	12°00'45"	584°36'40"E
C2	171.18'	800.00'	12°15'33"	584°44°06"W
C3	106.98'	500.00'	12°15'34"	584°44°07"E
C4	75.87'	600.00'	7°14'44"	582°13'42"W
C5	52.51'	600.00'	5°02°19"	589°21'29"W
C6	54.16'	1000.00'	3°06°11"	585°42°02"E
C7	137.30'	1000.00'	7°52°09"	503°09°03"W
C8	194.90'	200.00'	55°02°08"	561°27°53"W
C9	5.43'	779.00'	0°23°57"	589°34°50"W
C10	4.56'	654.00'	0°23°57"	589°34°50"W
C11	65.03'	654.00'	5°41'49"	587°22°12"E
C12	77.46'	779.00'	5°41'49"	587°22°12"E
C13	65.03'	654.00'	5°41'49"	581°40°23"E
C14	77.46'	779.00'	5°41'49"	581°40°23"E
C15	2.51'	654.00'	0°13°11"	578°42°53"E
C16	2.99'	779.00'	0°13°11"	578°42°53"E
C17	61.00'	821.00'	4°15°47"	580°44°12"W
C18	70.39'	946.00'	4°15°47"	580°44°12"W
C19	74.92'	946.00'	4°32°15"	583°08°12"E
C20	65.02'	821.00'	4°32°15"	585°08°12"E

CURVE DATA				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C21	49.57'	821.00'	3°27°35"	589°08°07"W
C22	57.12'	946.00'	3°27°35"	589°08°07"E
C23	42.39'	55.00'	44°09°35"	567°03°18"W
C24	10.08'	779.00'	0°44°28"	589°30°19"E
C25	8.46'	654.00'	0°44°28"	589°30°19"W
C26	4.85'	654.00'	0°24°28"	589°50°37"W
C27	71.46'	779.00'	5°41'49"	587°16°32"E
C28	60.37'	654.00'	5°17°31"	587°04°18"W
C29	17.84'	654.00'	1°33°47"	583°38°45"W
C30	77.46'	779.00'	5°41'49"	581°34°44"E
C31	47.19'	654.00'	4°08°02"	580°47°50"W
C32	1.70'	779.00'	0°07°31"	578°40°04"E
C33	24.06'	946.00'	1°27°27"	579°20°04"W
C34	62.16'	821.00'	4°20°18"	580°46°27"E
C35	47.55'	946.00'	2°52°48"	581°30°11"W
C36	74.92'	946.00'	4°32°15"	580°12°43"W
C37	65.02'	821.00'	4°32°15"	580°12°43"E
C38	44.90'	821.00'	3°06°13"	589°02°07"E
C39	51.79'	946.00'	3°06°13"	589°02°07"W
C40	39.16'	25.00'	89°45°08"	545°44°29"E

CURVE DATA				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C41	31.84'	479.00'	3°46°29"	580°30°35"W
C42	44.79'	621.00'	4°07°55"	580°40°18"W
C43	65.03'	621.00'	6°00°00"	585°44°16"W
C44	23.06'	621.00'	2°07°39"	589°48°05"W
C45	36.25'	45.00'	48°42°00"	568°30°54"W
C46	36.36'	55.00'	38°02°52"	561°13°37"W
C47	53.79'	55.00'	56°02°16"	571°43°33"W
C48	46.13'	55.00'	48°03°20"	563°57°26"E
C49	49.51'	55.00'	51°34°49"	566°17°29"E
C50	25.18'	45.00'	32°03°17"	565°27°44"E
C51	13.07'	45.00'	16°38°43"	571°03°57"
C52	2.54'	579.00'	0°15°04"	589°15°37"E
C53	41.35'	25.00'	94°45°46"	543°13°57"E
C54	53.02'	979.00'	3°06°11"	505°42°02"W
C55	66.64'	1021.00'	3°44°23"	501°10°09"W
C56	39.27'	25.00'	90°00°00"	544°02°58"W
C57	56.03'	45.00'	71°00°13"	504°06°03"W
C58	23.69'	55.00'	24°40°44"	531°37°11"W
C59	70.74'	55.00'	73°41°38"	580°48°22"W
C60	33.02'	55.00'	34°24°13"	545°06°43"W

CURVE DATA				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C61	30.00'	55.00'	31°15°08"	549°10°30"E
C62	24.78'	55.00'	25°48°58"	577°42°33"E
C63	39.27'	25.00'	90°00°00"	545°37°02"E
C64	39.27'	25.00'	90°00°00"	544°22°58"W
C65	19.69'	221.00'	5°06°19"	586°49°49"W
C66	63.37'	221.00'	16°24°47"	576°04°15"W
C67	4.71'	60.00'	42°39°00"	572°26°00"E
C68	63.38'	60.00'	60°31°07"	574°38°32"E
C69	63.82'	60.00'	60°56°30"	573°54°43"E
C70	4.27'	60.00'	4°04°27"	571°55°46"W
C71	2.89'	979.00'	0°10°08"	500°31°58"W
C72	74.77'	979.00'	4°22°34"	501°44°23"E
C73	55.30'	1021.00'	3°06°11"	505°42°02"E
C74	41.35'	25.00'	94°45°46"	551°31°49"E
C75	25.09'	979.00'	2°28°57"	579°50°49"E
C76	36.83'	521.00'	4°03°44"	560°08°11"E
C77	65.04'	521.00'	7°09°10"	586°14°36"E
C78	9.51'	521.00'	1°02°43"	589°36°27"E
C79	11.59'	60.00'	11°04°15"	576°23°05"E
C80	56.49'	60.00'	53°56°42"	571°06°36"E

CURVE DATA				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C81	58.73'	60.00'	56°04°54"	516°05°38"E
C82	9.36'	60.00'	8°56°03"	516°24°50"W
C83	39.38'	25.00'	90°14°52"	544°15°31"W
C84	3.22'	33.00'	5°35°30"	587°49°18"E
C85	20.64'	33.00'	35°50°04"	583°49°35"E
C86	25.74'	33.00'	44°41°10"	567°02°22"W
C87	174.44'	179.00'	55°00°00"	561°52°53"E
C88	73.17'	179.00'	23°25°10"	521°50°14"W
C89	3.85'	221.00'	0°59°56"	533°02°51"W
C90	16.25'	221.00'	41°25°00"	535°39°14"W
C91	35.19'	25.00'	80°38°31"	502°33°37"E
C92	30.02'	258.00'	6°38°28"	547°07°07"W
C93	35.19'	25.00'	80°38°31"	503°12°08"W
C94	43.92'	221.00'	11°23°16"	562°10°14"W
C95	59.03'	55.00'	61°29°33"	502°48°10"E
C96	60.29'	55.00'	83°29°11"	501°53°19"W
C97	70.65'	479.00'	8°17°50"	588°36°32"W
C98	39.27'	25.00'	90°00°00"	544°08°05"W
C99	56.03'	45.00'	71°00°13"	503°27°29"E
C100	198.88'	55.00'	207°10°38"	558°36°49"E

LOT AREA		
LOT #	AREA (SF)	AREA (AC)
LOT 1	8750.00	0.2009
LOT 2	8125.00	0.1865
LOT 3	8125.00	0.1865
LOT 4	8125.00	0.1865
LOT 5	8178.42	0.1878
LOT 6	8905.14	0.2044
LOT 7	8905.14	0.2044
LOT 8	8154.95	0.1872
LOT 9	8125.00	0.1865
LOT 10	8750.00	0.1999
LOT 11	8745.81	0.2008
LOT 12	8698.35	0.1974
LOT 13	8125.00	0.1865
LOT 14	8125.00	0.1865
LOT 15	8125.00	0.1865
LOT 16	8125.00	0.1865
LOT 17	8428.04	0.1935
LOT 18	8125.00	0.1865
LOT 19	8125.00	0.1865
LOT 20	8226.07	0.1888

LOT AREA		
LOT #	AREA (SF)	AREA (AC)
LOT 21	8905.14	0.2044
LOT 22	8905.14	0.2044
LOT 23	8142.17	0.1869
LOT 24	8125.03	0.1865
LOT 25	8718.64	0.2002
LOT 26	8745.81	0.2008
LOT 27	8554.08	0.1964
LOT 28	8125.00	0.1865
LOT 29	8650.99	0.1986
LOT 30	8712.06	0.2000
LOT 31	8180.00	0.1880
LOT 32	8770.54	0.2013
LOT 33	9013.85	0.2069
LOT 34	8419.76	0.1933
LOT 35	8125.00	0.1865
LOT 36	8125.00	0.1865
LOT 37	9349.63	0.2146
LOT 38	9463.77	0.1943
LOT 39	8643.83	0.1984
LOT 40	8922.63	0.2048

LOT AREA		
LOT #	AREA (SF)	AREA (AC)
LOT 41	9970.52	0.2289
LOT 42	9285.65	0.2127
LOT 43	10028.48	0.2302
LOT 44	10648.58	0.2445
LOT 45	11021.35	0.2530
LOT 46	11173.10	0.2565
LOT 47	8386.64	0.1925
LOT 48	9199.02	0.2112
LOT 49	8992.53	0.2064
LOT 50	8175.04	0.1877
LOT 51	8125.00	0.1865
LOT 52	8125.00	0.1865
LOT 53	8665.87	0.2035
LOT 54	8665.87	0.2035
LOT 55	8125.00	0.1865
LOT 56	8125.00	0.1865
LOT 57	8135.74	0.1867
LOT 58	8568.53	0.1967
LOT 59	8365.35	0.1920
LOT 60	8327.19	0.1912

LOT AREA		
LOT #	AREA (SF)	AREA (AC)
LOT 61	10149.94	0.2330
LOT 62	16166.53	0.3711
LOT 63	16031.65	0.3680
LOT 64	9976.68	0.2290
LOT 65	8125.00	0.1865
LOT 66	8125.00	0.1865
LOT 67	8125.00	0.1865
LOT 68	8125.00	0.1865
LOT 69	8066.10	0.1869
LOT 70	8872.42	0.2026
LOT 71	8386.10	0.1925
LOT 72	9115.89	0.2093
LOT 73	9407.50	0.2160
LOT 74	8336.37	0.1914
LOT 75	8180.90	0.1878
LOT 76	8170.96	0.1876
LOT 77	8913.47	0.2046
LOT 78	15218.32	0.3494
LOT 79	16614.36	0.3814
LOT 80	10480.79	0.2408

LOT AREA		
LOT #	AREA (SF)	AREA (AC)
LOT 81	8865.87	0.2058
LOT 82	9584.74	0.2200

Administration Address 13181 N. Tortolita Rd. Marana, AZ 85858 REFERENCE CASE NUMBER: PRV2106-003

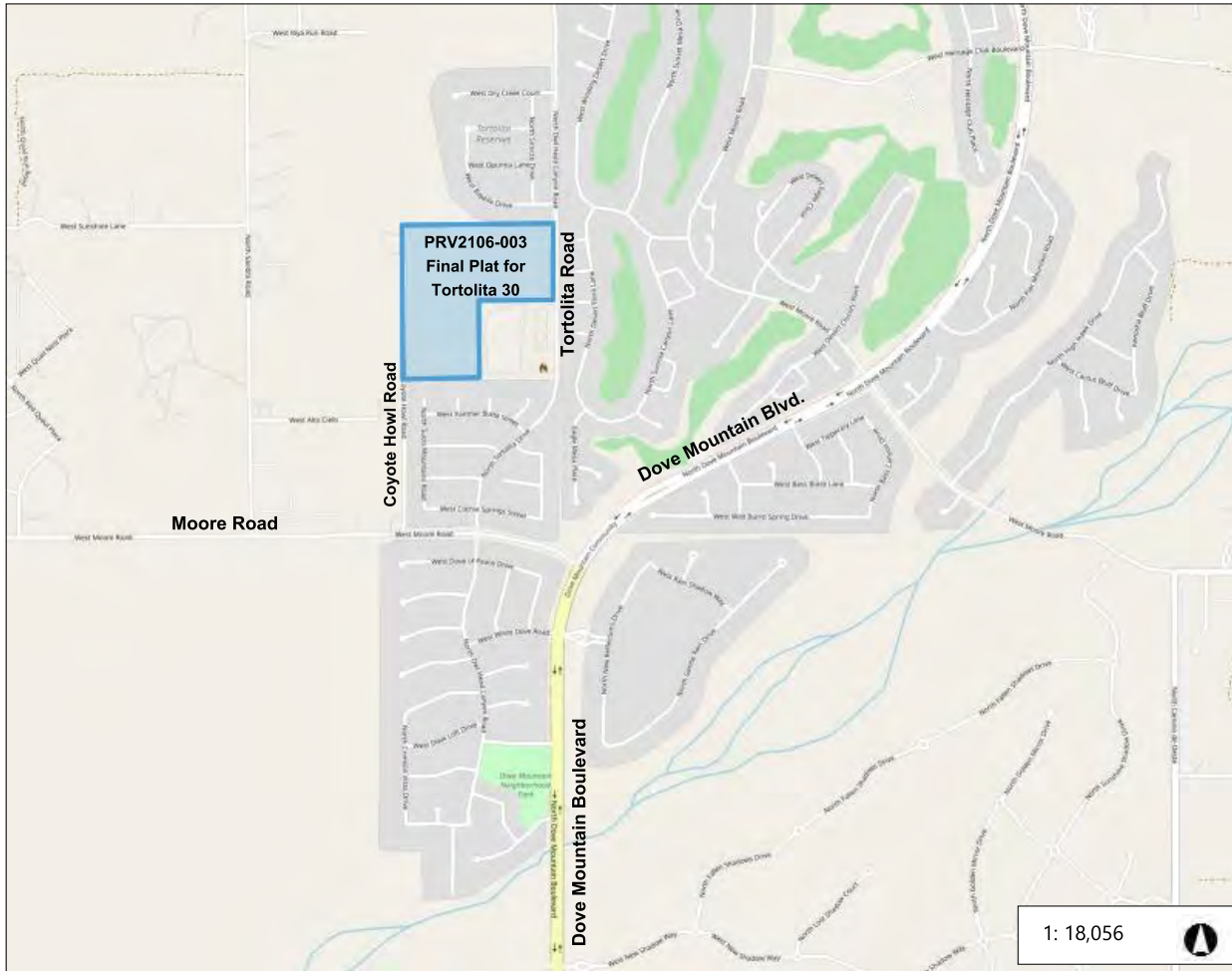
FINAL PLAT FOR
TORTOLITA 30, LOTS 1-82, AND COMMON AREAS "A" AND "B"
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 12
EAST, GILBERT TOWN OF MARANA, PIMA COUNTY, ARIZONA.

Bowman
7601 ALTA CHIMBÉ BLVD., TUCSON, ARIZONA 85741 Phone: (520) 484-2000 www.bowman.com © Bowman Consulting Group, LLC

SCALE: 1"=50' 0.00" 1"=100' 0.00" 1"=150' 0.00" 1"=200' 0.00" 1"=250' 0.00" 1"=300' 0.00" 1"=350' 0.00" 1"=400' 0.00" 1"=450' 0.00" 1"=500' 0.00" 1"=550' 0.00" 1"=600' 0.00" 1"=650' 0.00" 1"=700' 0.00" 1"=750' 0.00" 1"=800' 0.00" 1"=850' 0.00" 1"=900' 0.00" 1"=950' 0.00" 1"=1000' 0.00" 1"=1050' 0.00" 1"=1100' 0.00" 1"=1150' 0.00" 1"=1200' 0.00" 1"=1250' 0.00" 1"=1300' 0.00" 1"=1350' 0.00" 1"=1400' 0.00" 1"=1450' 0.00" 1"=1500' 0.00" 1"=1550' 0.00" 1"=1600' 0.00" 1"=1650' 0.00" 1"=1700' 0.00" 1"=1750' 0.00" 1"=1800' 0.00" 1"=1850' 0.00" 1"=1900' 0.00" 1"=1950' 0.00" 1"=2000' 0.00" 1"=2050' 0.00" 1"=2100' 0.00" 1"=2150' 0.00" 1"=2200' 0.00" 1"=2250' 0.00" 1"=2300' 0.00" 1"=2350' 0.00" 1"=2400' 0.00" 1"=2450' 0.00" 1"=2500' 0.00" 1"=2550' 0.00" 1"=2600' 0.00" 1"=2650' 0.00" 1"=2700' 0.00" 1"=2750' 0.00" 1"=2800' 0.00" 1"=2850' 0.00" 1"=2900' 0.00" 1"=2950' 0.00" 1"=3000' 0.00" 1"=3050' 0.00" 1"=3100' 0.00" 1"=3150' 0.00" 1"=3200' 0.00" 1"=3250' 0.00" 1"=3300' 0.00" 1"=3350' 0.00" 1"=3400' 0.00" 1"=3450' 0.00" 1"=3500' 0.00" 1"=3550' 0.00" 1"=3600' 0.00" 1"=3650' 0.00" 1"=3700' 0.00" 1"=3750' 0.00" 1"=3800' 0.00" 1"=3850' 0.00" 1"=3900' 0.00" 1"=3950' 0.00" 1"=4000' 0.00" 1"=4050' 0.00" 1"=4100' 0.00" 1"=4150' 0.00" 1"=4200' 0.00" 1"=4250' 0.00" 1"=4300' 0.00" 1"=4350' 0.00" 1"=4400' 0.00" 1"=4450' 0.00" 1"=4500' 0.00" 1"=4550' 0.00" 1"=4600' 0.00" 1"=4650' 0.00" 1"=4700' 0.00" 1"=4750' 0.00" 1"=4800' 0.00" 1"=4850' 0.00" 1"=4900' 0.00" 1"=4950' 0.00" 1"=5000

**Town of Marana
Planning**

Final Plat for Tortolita 30, Lots 1-82 and Common Areas "A" and "B"



1: 18,056



0.6 0 0.28 0.6 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

-  Marana Addresses
-  Marana Town Limits

Notes



Development Services / maranaplanning@maranaAZ.gov

11555 West Civic Center Drive / Marana, AZ 85653

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Tortolita 30

Description of Project: 82 lot single family subdivision

Number of Lots: 82

Parcel No.(s): 218-44-0840, 218-44-0870, 218-44-085A

Gross Area (Acres): 29.6

Project Address: 13181 N Tortolita Rd. Marana, AZ

Ref. Project No.: PRV2103-002

CONTACT INFORMATION

Owner: DR Horton

Contact Name: Sam Mills

Address: 3580 W Ina Road, suite 100

City: tucson

State: az

Zip: 85741

Email: shmills@drhorton.com, LSSchaefer@drhorton.c

Phone No.: (520) 572-5104

Applicant: Bowman

Contact Name: Rob Schlicher, PE

Address: 7464 N La Cholla Blvd

City: Marana

State: AZ

Zip: 85741

Email: RSCHLICHER@BOWMAN.COM

Phone No.: (520) 463-3212

Consultant/Engineer: Bowman

Contact Name: Rob Schlicher, P.E.

Address: 7464 n La Cholla Blvd

City: Tucson

State: AZ

Zip: 85741

Email: rschlicher@bowman.com

Phone No.: (520) 463-3212

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.)

Rob Schlicher

Robert Schlicher

Digitally signed by Robert Schlicher
DN: C=US, E=rschlicher@bowmanaz.com, O=Bowman
Consulting Group, OU=Tucson, CN=Robert Schlicher
Date: 2021.06.15 12:55:37 -0700

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No. _____

Date Received _____



Council-Regular Meeting

C3

Meeting Date: 10/05/2021

To: Mayor and Council

From: Anita McNamara, AICP, Long-Range Planner

Date: October 5, 2021

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2021-135: Relating to Development; approving a final plat for Gladden Farms Block 37 Lots 1 - 212 & Common Areas "A" & "B", located generally south of West Mike Etter Boulevard, east of Midfield Road, and west of Clark Farms Boulevard (Anita McNamara)

Discussion:

Request

Rick Engineering, on behalf of Lennar Arizona, Inc., is requesting the approval of a final plat consisting of 212 residential lots and common areas "A-1" - "A-14", and "B-1" - "B-5" on approximately 52.295 acres within the Gladden Farms II development.

Location

The subdivision will be located within Block 37 of the Gladden Farms Blocks 26-43 block plat (Book 62, Page 64) south of West Mike Etter Boulevard, east of Midvale Road and west of Clark Farms Road.

Zoning

The zoning for Block 37 is F - Specific Plan (Gladden Farms II) with a land use designation of High Density Residential (HDR). The HDR land use permits detached single-family detached homes with a minimum lot size of 3,500 square feet. The proposed minimum lot size is 4,792 square feet. The proposed maximum lot size is 10,834 square feet. The proposed average lot size is 6,251 square feet.

Transportation

The subdivision will have two entries from West Mike Etter Boulevard on North Portus

Drive and N Hamlin Drive, both 60-foot rights-of-way. Another entrance will be from the south via N Olin Avenue (42-foot right-of-way) and N Birchfield Drive (75-foot right-of-way) from Gladden Farms Block 42 . The typical internal street section is a 42-foot wide public right-of-way.

Recreation, Park Requirements and Trails

Per the Gladden Farms II Specific Plan, 185 square feet of on-site recreation area per single-family detached residence is required. This subdivision requires a minimum of 39,220 square feet of recreation area. A total of 86,618 square feet of recreation area is provided within Common Areas "B-1," "B-3," and "B-5."

Preliminary Plat

The preliminary plat for Gladden Farms Block 37 was approved by Town Council on February 16, 2021, by adoption of Resolution No. 2021-017.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2021-135, approving a final plat for Gladden Farms Block 37 Lots 1-212 & Common Areas "A" & "B".

Attachments

Resolution
Gladden Farms Block 37 Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2021-135

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR GLADDEN FARMS BLOCK 37 LOTS 1 - 212 & COMMON AREAS "A" & "B", LOCATED GENERALLY SOUTH OF WEST MIKE ETTER BOULEVARD, EAST OF MIDVALE ROAD, AND WEST OF CLARK FARMS BOULEVARD

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

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

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

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

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

WHEREAS, on February 16, 2021, the Mayor and Town Council adopted Resolution No. 2021-017, approving the preliminary plat for Gladden Farms Block 37; and

WHEREAS Rick Engineering, on behalf of Lennar Arizona, Inc., has applied for approval of a final plat for a 212-lot single-family residential home subdivision within Block 37 of the Gladden Farms Blocks 26 - 43 block plat located south of West Mike Etter Boulevard, east of Midvale Road, and west of Clark Farms Boulevard; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on October 5, 2021, determined that the Final Plat for Gladden Farms Block 37 should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for Gladden Farms Block 37 Lots 1-212 & Common Areas "A" & "B" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 5th day of October, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney

BASIS OF BEARING

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

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 52.295 ACRES± 2,277,971 SQUARE FEET.
2. THE EXISTING ZONING IS F (SPECIFIC PLAN - GLADDEN FARMS (1) PER ORDINANCE NO. 2006-02). THE LAND USE DESIGNATION IS HIGH DENSITY RESIDENTIAL (UDH).
3. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 212. THE DENSITY IS 4.05 RAC.
4. THE MINIMUM ALLOWABLE LOT SIZE FOR SMALL-LOT SINGLE-FAMILY DETACHED IS 3,500 SQUARE FEET PER THE HUR LAND USE DESIGNATION.
5. MINIMUM LOT SIZE: 4,792 SF.
MAXIMUM LOT SIZE: 10,834 SF.
AVERAGE LOT SIZE: 6,491 SF.
6. MAXIMUM BUILDING HEIGHTS 30 FEET
7. MINIMUM SITE SETBACKS:
FRONT: 10 FEET
SIDE: 5 FEET
REAR: 10 FEET
MAY BE REDUCED TO 5 FEET WITH SIDE LOADED GARAGE.
FRONT PORCH: 5 FEET
FRONT-LOADED GARAGE: 20 FEET
SIDE-LOADED GARAGE: 5 FEET
MAY NOT ENCRUMB INTO THE PUBLIC UTILITY EASEMENT, IF REQUIRED.
MAY BE REDUCED TO 5 FEET WITH SIDE-LOADED GARAGE.
PATIO STRUCTURES: 5 FEET IF OPEN ON 3 SIDES
8. PARKING SPACES REQUIRED: 12 PER GARAGE & 2 PER DRIVEWAY = 848 SPACES
PARKING SPACES PROVIDED: 12 PER GARAGE & 2 PER DRIVEWAY = 848 SPACES
9. THE TYPE AND AREA OF LAND USE IS AS FOLLOWS:
COMMON AREA "A" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) IS 2.23 AC.
97.10% OF
COMMON AREA "B" (RECREATION, LANDSCAPE, UTILITIES DRAINAGE AND GRADING) IS 9.44 AC. 402,044 SF
10. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
11. APPROVAL OF THIS PLAN DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW. NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
12. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
13. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLE EASEMENTS SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30-INCHES AND 72-INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
15. TOTAL MILES OF NEW PUBLIC STREET IS 1.59.
16. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND IDENTIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
17. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.
18. FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE FIRE FLOW REQUIREMENT IS 1,500 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO ARRIVAL OF COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.
19. PORTABLE WATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY THE TOWN OF MARANA WATER UTILITY AND NON-PORTABLE WATER SHALL BE PROVIDED BY THE COHART-MARANA IRRIGATION DISTRICT.
20. INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH IMPROVEMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAN, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SUPERVISOR OF RECORD. IF FOR ANY REASON THE SUPERVISOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAN, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH STATE STATUTES.

GENERAL NOTES - CONTINUED

21. PER THE GLADDEN II SPECIFIC PLAN SECTION 111.1.1, OPEN SPACE, RECREATION, PARKS AND TRAILS CONCEPT AND SECTION 11.2.4.1, DEVELOPMENT STANDARDS - HUR LAND USE DESIGNATION, THE MINIMUM AREA (IN SQUARE FEET) FOR PRIVATE, COMMON ON-SITE RECREATION AREAS, SHALL BE 185 SQUARE FEET PER SINGLE FAMILY RESIDENCE. THIS PROJECT SHALL REQUIRE 39,220 SQUARE FEET OF DEVELOPED RECREATION AREA. A TOTAL OF 86,418 SQUARE FEET OF DEVELOPED RECREATION AREA IS PROVIDED IN THE BASIN IN COMMON AREAS "B-1", "B-2" AND "B-3".
22. AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA FOR THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO AIRCRAFT NOISE AND AIRCRAFT OVERFLIGHT, AVIGATION EASEMENT AND RELEASE RECORDED AT DOCKET 13063, PAGE 4202.

SEE SHEET 6 FOR ADDITIONAL NOTES

DEDICATION

1. THE UNDERSIGNED, HEREBY WARRANT THAT I AM THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAN, AND I CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAN.
1. THE UNDERSIGNED HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAN, INCLUDING ALL STREETS, ALLEYS, DRAINAGEWAYS, AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS, UTILITY EASEMENTS AS SHOWN ON THIS PLAN ARE DEDICATED TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO PUBLIC AND PRIVATE UTILITIES AND PUBLIC SERVICES. NO ACCESS EASEMENTS SHOWN ON THIS PLAN ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAN ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAN.
1. THE UNDERSIGNED, OUR SUCCESSORS AND ASSIGNS, DO HEREBY HOLD THE TOWN OF MARANA, ITS EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THESE LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOODAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD, OR RAINFALL. NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.

COMMON AREAS AS SHOWN ON THIS PLAN ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND INVITES EASEMENTS, INCLUDING NO ACCESS EASEMENTS, UTILITY EASEMENTS AS SHOWN ON THIS PLAN ARE DEDICATED TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SERVICES. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE TOWN OF MARANA, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER, TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 13105 AT PAGE 1158 AND CONSENT TO ANNEXTION OF ADDITIONAL PARCELS RECORDED IN DOCKET 13150, PAGE 7169 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202104-S, AS TRUSTED ONLY AND NOT OTHERWISE IN ITS CORPORATE CAPACITY.

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS.
COUNTY OF PIMA }
ON THIS ____ DAY OF _____, 2021, BEFORE ME PERSONALLY APPEARED _____ WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF TITLE SECURITY AGENCY, L.L.C., TRUST NO. 202104-S, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

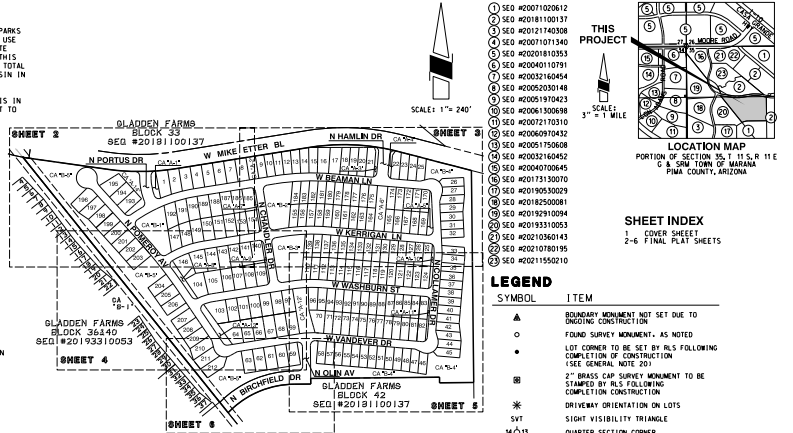
MY COMMISSION EXPIRES _____

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 202104-S, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:
LENAIR ARIZONA INC., AN ARIZONA CORPORATION
3275 WEST INA ROAD, SUITE 2210
TUCSON, ARIZONA 85741

ADMINISTRATIVE ADDRESS

10651 WEST MIKE ETTER BOULEVARD, MARANA, ARIZONA 85653



ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST FROM TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202104-S FOR LOTS 1-212 AND ASSOCIATED COMMON AREAS AS RECORDED IN SEO #0027 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

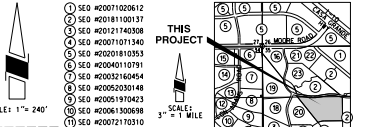
BY: TOWN OF MARANA DATE _____

RECORDING

SEO: #2021
FEE: _____
STATE OF ARIZONA }
COUNTY OF PIMA } SS.
I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.
DATE _____
TIME _____
WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN
GABRIELLA CAZARES-HELLY, COUNTY RECORDER
BY: _____ DEPUTY

CERTIFICATION OF SURVEY

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



SHEET INDEX

1	COVER SHEET
2-6	FINAL PLAN SHEETS

LEGEND

SYMBOL	ITEM
▲	BOUNDARY MONUMENT NOT SET DUE TO ONGOING CONSTRUCTION
○	FOUND SURVEY MONUMENT, AS NOTED
●	LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE 20)
■	27" BRASS CAP SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION OF CONSTRUCTION
—	DRIVEWAY ORIENTATION ON LOTS
SVT	SIGHT VISIBILITY TRIANGLE
QSC	QUARTER SECTION CORNER
LN#	LOT NUMBER
---	EXIST R/W
---	SECTION LINE
---	SUBDIVISION BOUNDARY
---	LOT LINE
---	CENTERLINE
---	EASEMENT BOUNDARY

TOWN OF MARANA APPROVALS

MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER	DATE _____
MARANA DEVELOPMENT SERVICES DIRECTOR	DATE _____
MARANA WATER DIRECTOR	DATE _____

CERTIFICATION

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

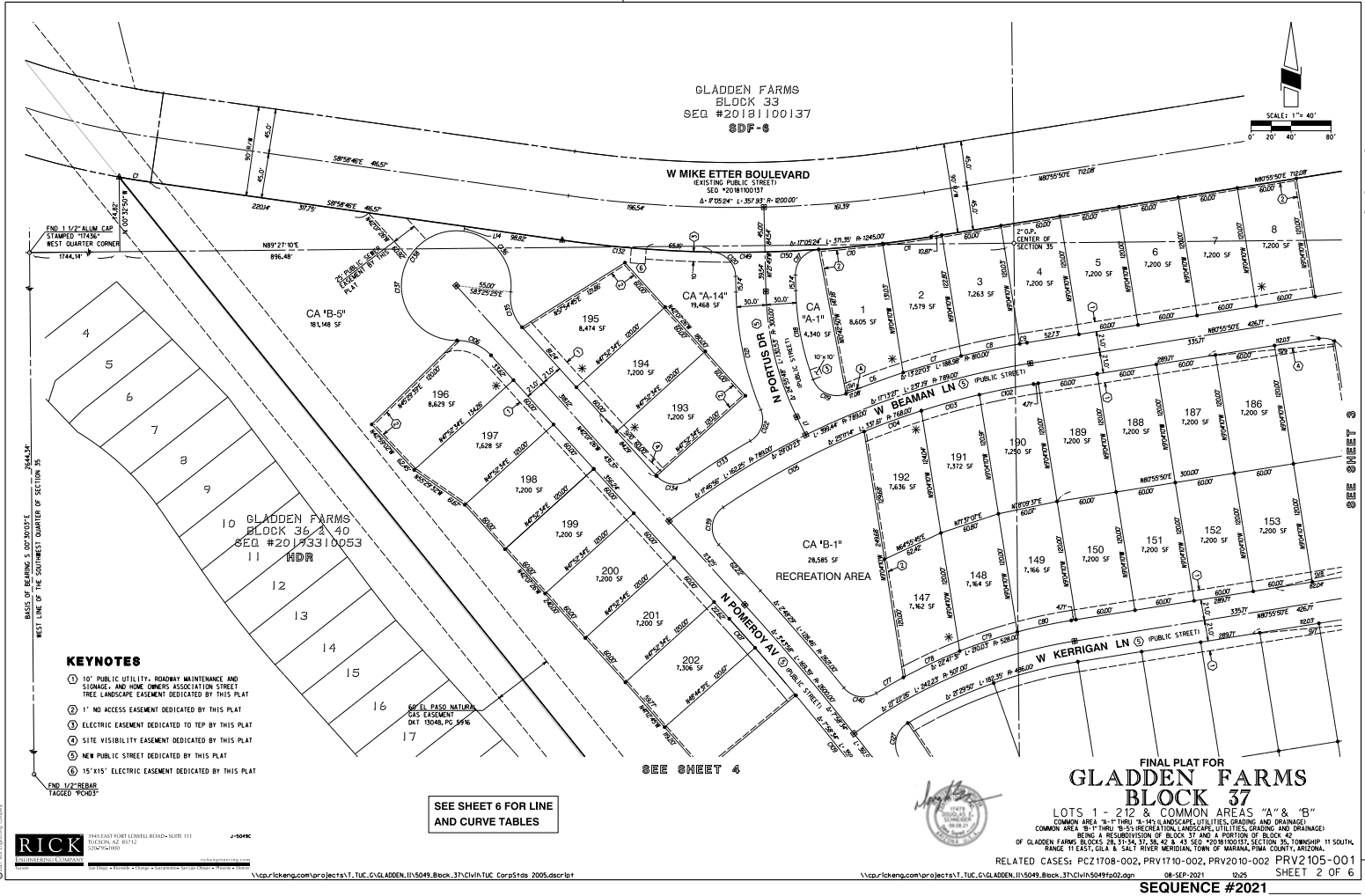
CLERK OF THE TOWN OF MARANA DATE _____

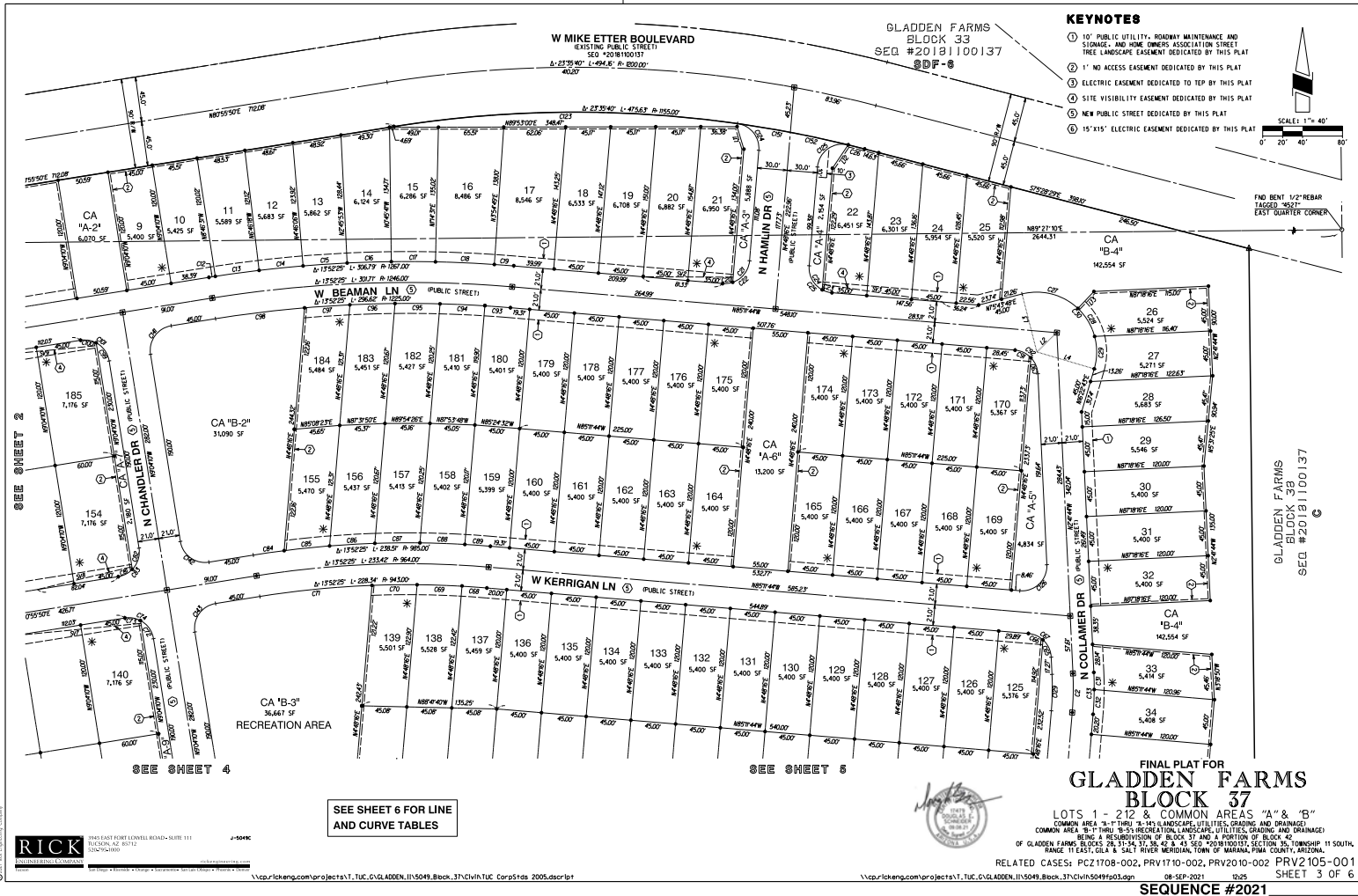
ASSURED WATER SUPPLY

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

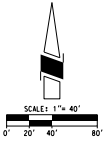
MARANA WATER DIRECTOR DATE _____

**FINAL PLAT FOR
GLADDEN FARMS
BLOCK 37**
LOTS 1 - 212 & COMMON AREAS "A" & "B"
COMMON AREA "A" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B" (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
BEING A RESUBDIVISION OF BLOCK 37 AND A PORTION OF BLOCK 40
OF GLADDEN FARMS, BLOCKS 28, 31-34, 37, 38, 42 & 43, SECTION 10, TOWNSHIP 11 SOUTH,
RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.
RELATED CASES: PC21708-002, PRV1710-002, PRV2010-002, PRV2105-001
08-SEP-2021 10:25 SHEET 1 OF 6









KEYNOTES

- ① 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND STORAGE, AND HOME OWNERS ASSOCIATION STREET TREE LANDSCAPE EASEMENT DEDICATED BY THIS PLAT
- ② 1' NO ACCESS EASEMENT DEDICATED BY THIS PLAT
- ③ ELECTRIC EASEMENT DEDICATED TO TEP BY THIS PLAT
- ④ SITE VISIBILITY EASEMENT DEDICATED BY THIS PLAT
- ⑤ NEW PUBLIC STREET DEDICATED BY THIS PLAT
- ⑥ 15'x15' ELECTRIC EASEMENT DEDICATED BY THIS PLAT

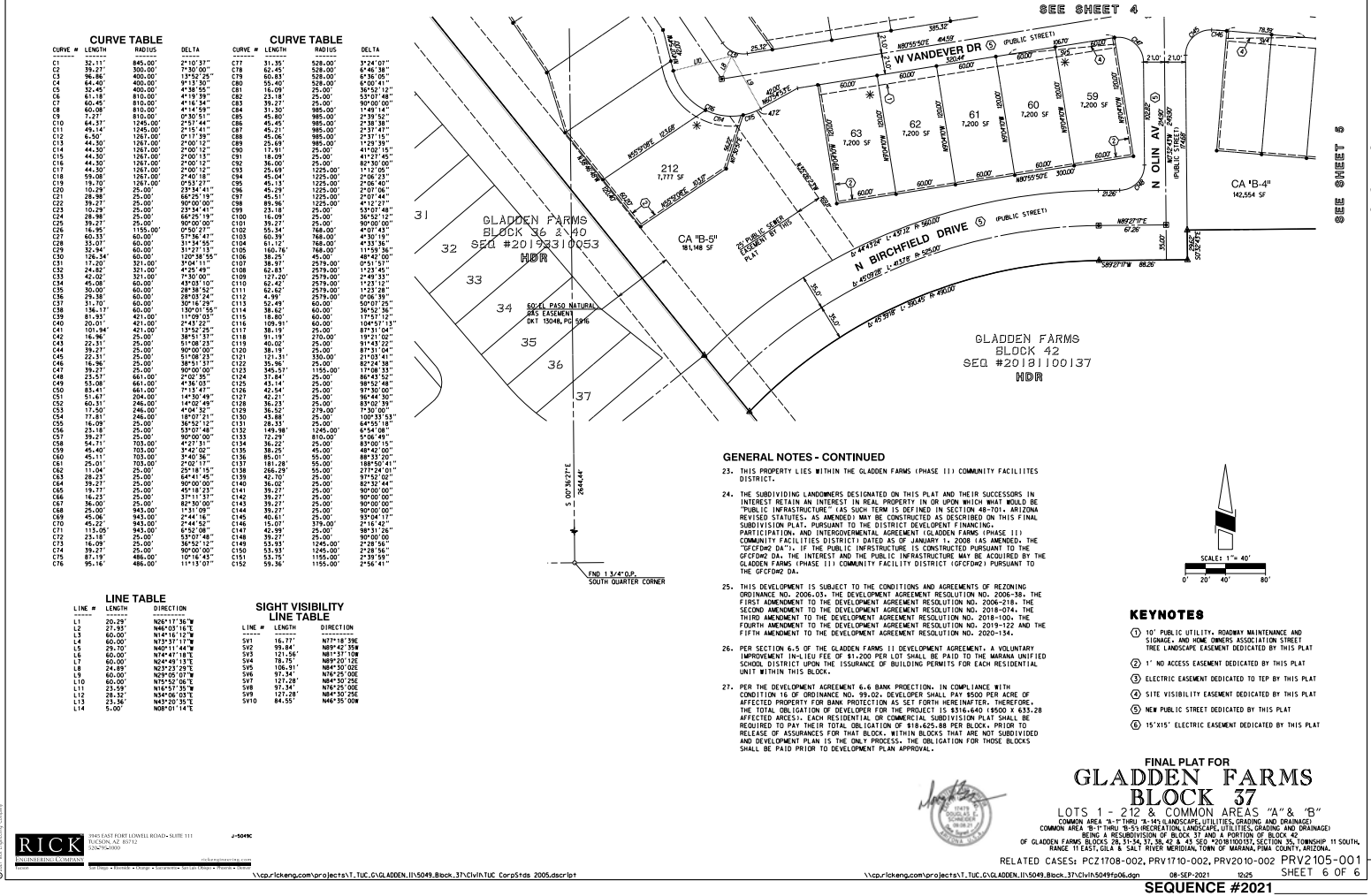
**FINAL PLAT FOR
GLADDEN FARMS
BLOCK 37**

LOTS 1 - 122 & COMMON AREAS "A" & "B"
COMMON AREA "A" - 17,100 S.F. (LANDSCAPE UTILITIES, GRADING AND DRAINAGE)
COMMON AREA "B" - 17,100 S.F. (RECREATION, LANDSCAPE UTILITIES, GRADING AND DRAINAGE)
COMMON AREA "C" - 17,100 S.F. (RECREATION, LANDSCAPE UTILITIES, GRADING AND DRAINAGE)

OF GLADDEN FARMS, BLOCKS 28, 31-34, 37, 38, 42 & 43, SEC. 10, T10N10R13E, SECTION 30, TOWNSHIP 11 NORTH,
RANGE 11 EAST, GLEA & S4C1, RIVER MIDDLE TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2010-002, PRV2105-001
08-SEP-2021 02:25 SHEET 5 OF 6

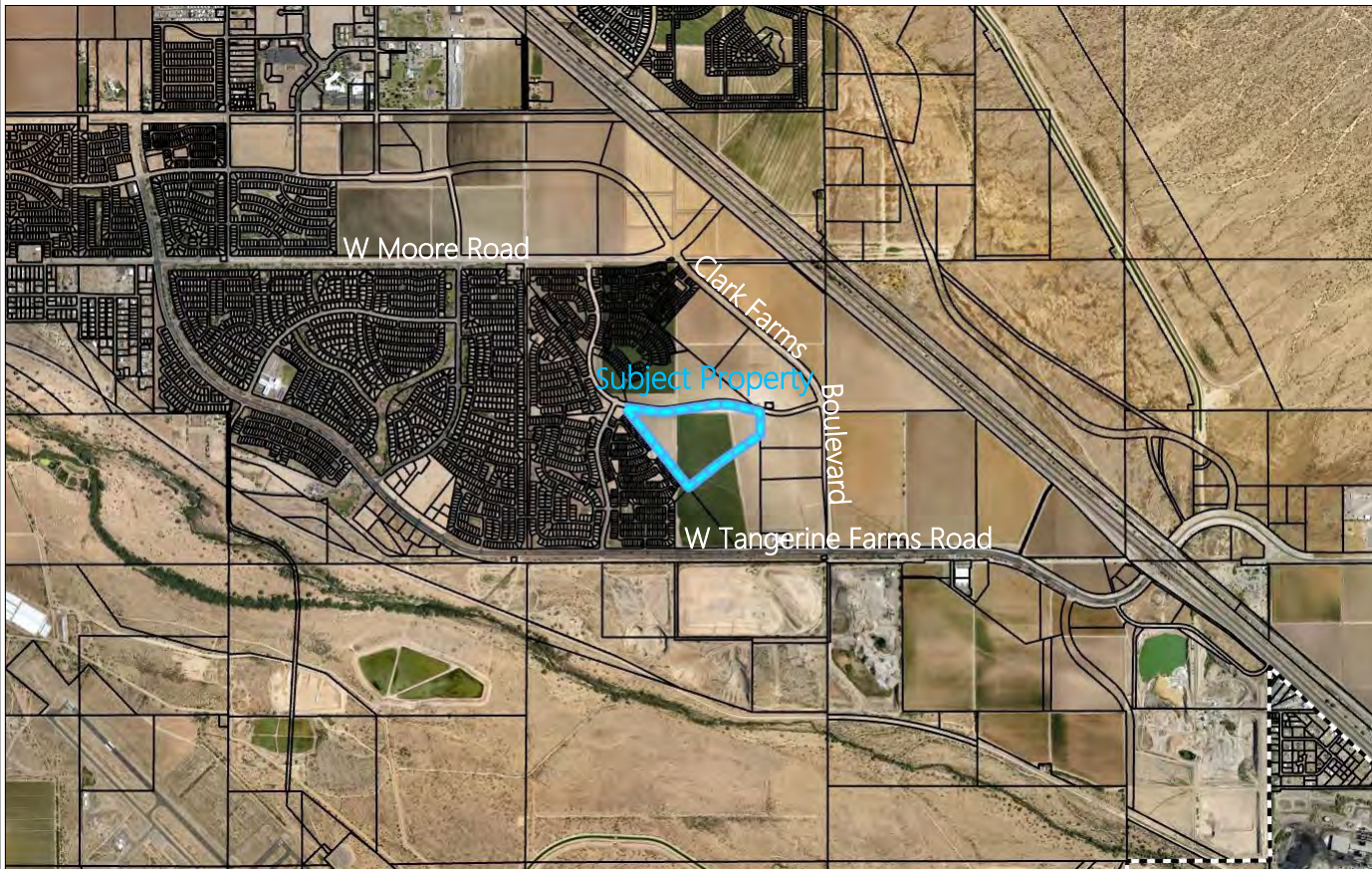
SEQUENCE #2021



Gladden Farms Block 37 Location Map



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



1:24,000



Notes
Notes

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



Development Services / maranaplanning@maranaAZ.gov

11555 West Civic Center Drive / Marana, AZ 85653

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Gladden Farms Block 37 Final Plat

Description of Project: Detached Single Family Residential Subdivision

Number of Lots: 212

Parcel No.(s): 217-53-3410, 217-54-3430

Gross Area (Acres): 52.295

Project Address: 10651 W Mike Etter Bl

Ref. Project No.: PRV2010-002

CONTACT INFORMATION

Owner: Title Security Agency TR 202104-S Attn Lennar

Contact Name: Nicole Cantalicio

Address: 3275 W. Ina Rd. #221G

City: Tucson

State: AZ

Zip: 85741

Email: nicole.cantalicio@lennar.com

Phone No.: (520) 940-3879

Applicant: Rick Engineering Company, Inc.

Contact Name: Steven Vasquez

Address: 3945 E. Ft. Lowell Rd. #111

City: Tucson

State: AZ

Zip: 85712

Email: svasquez@rickengineering.com

Phone No.: (520) 795-1000

Consultant/Engineer: Rick Engineering Company, Inc.

Contact Name: Bruce Patton

Address: 3945 E. Ft. Lowell Rd., #111

City: Tucson

State: AZ

Zip: 85712

Email: bpattton@rickengineering.com

Phone No.: (520) 795-1000

OWNER/APPLICANT AUTHORIZATION

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

Steven Vasquez

Applicant Name (PRINT)

Steven E. Vasquez
Signature

5/3/2021

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No. _____

Date Received _____



Council-Regular Meeting

C4

Meeting Date: 10/05/2021

To: Mayor and Council

Submitted For: Mo El-Ali, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: October 5, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Procurement; ratifying the Town Manager's approval of a budget transfer of \$121,200 from the Wastewater Capital Fund (Fund # 5035) North Marana Sewer Interceptor Project (WR021) to the Marana Rd-Sanders Rd 21-inch Main Project (WR018) within the same fund; authorizing the transfer of appropriations, if necessary, for the change in project budget; 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 a change in project budget that exceeds \$50,000. Section 3-4-8(B) provides that the Town Manager or designee may approve change orders to project budgets that exceed \$50,000 if the Town Manager reasonably determines that doing so will avoid unnecessary contractor delay claims or costs or public health or 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 Marana Rd-Sanders Rd 21-inch Main Project (WR018) was properly included within the Town of Marana's FY2022 Capital Improvement Plan. The Town Council-approved budget for the project is \$233,551.

The Town of Marana has received a competent bid proposal from B&F Contracting in

the amount of \$316,729.63 to construct the project. This bid and the necessary permit fees exceeds the available funds that were authorized by the Town Council by \$91,196.63. To avoid delay of this project, the Town Manager authorized a transfer of \$91,200, plus an additional \$30,000 to provide budget capacity in the event of unforeseen change orders, for a total budget transfer of \$121,200. This has produced a revised Marana Rd-Sanders Rd 21-inch Main project budget of \$354,751.

The Marana Rd-Sanders Rd 21-inch Main Project is an Impact Fee eligible project. The \$121,200 in Wastewater Capital funds necessary to fund the project will be reimbursed by the Wastewater Impact Fee fund.

This change order was necessary to avoid unnecessary contractor delay claims of costs or public health or safety hazards and 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 construction 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: No

Amount: \$121,200

This change in project budget will be funded with Wastewater Capital funds (Fund # 5035). There is adequate capacity in the North Marana Sewer Interceptor Project (WR021) to transfer to the Marana Rd-Sanders Rd 21-inch Main Project (WR018).

Staff Recommendation:

Staff recommends ratification of the Town Manager's approval of the budget transfer.

Suggested Motion:

I move to ratify the Town Manager's approval of a budget transfer of \$121,200 from the Wastewater Capital Fund (Fund # 5035) North Marana Sewer Interceptor Project (WR021) to the Marana Rd-Sanders Rd 21-inch Main Project (WR018) within the same fund.

Attachments

No file(s) attached.



Council-Regular Meeting

C5

Meeting Date: 10/05/2021

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Wayne Barnett, Deputy Director Parks & Recreation

Date: October 5, 2021

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:

We will promote healthy and active lifestyles through dynamic programming, community partnerships, and high quality recreational amenities for Marana residents and visitors.

Subject: Resolution No. 2021-136: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an agreement between the Town of Marana and On Your Left Consulting, LLC to provide race services for the Marana Parks and Recreation #RunMarana Series 2021-2022 Events (Jim Conroy)

Discussion:

On Your Left Consulting, LLC (OYL) currently provides timing services for Marana Parks and Recreation races. OYL and Marana Parks and Recreation seek to enter an agreement to expand OYL's race management services for the #RunMarana Series 2021-2022 Events, including:

- Turkey Trot on November 13, 2021;
- Dirt Dash on December 18, 2021;
- Eggnog Jog on December 31, 2021;
- Mother's Day 5K on May 7, 2022; and
- Aquathon on June 18, 2022

Pursuant to the agreement, OYL will provide services prior to race day including, but not limited to: in-person and virtual race set up and registrations, managing race inquiries, and promotion of the events. On race day, OYL will provide services including, but not limited to: managing the event with the assistance of Town staff, completing chip timing, and live streaming results.

The agreement will run through June 30, 2022 and will be evaluated at the end of its term in order to determine if the relationship should be continued in future fiscal years.

Financial Impact:

Fiscal Year: 2021-2022

Budgeted Y/N: Y

Amount: \$18,000

This is a revenue sharing agreement. Budget capacity is available within the overall department budget.

Staff Recommendation:

Staff recommends approval of the agreement with On Your Left Consulting, LLC.

Suggested Motion:

I move to adopt Resolution No. 2021-136 approving and authorizing the Mayor to execute an agreement between the Town of Marana and On Your Left Consulting, LLC to provide race services for the Marana Parks and Recreation #RunMarana Series 2021-2022 events.

Attachments

Resolution

Exhibit A

MARANA RESOLUTION NO. 2021-136

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MARANA AND ON YOUR LEFT CONSULTING, LLC TO PROVIDE RACE SERVICES FOR THE MARANA PARKS AND RECREATION #RUNMARANA SERIES 2021-2022 EVENTS

WHEREAS in January 2015, the Town Council of the Town of Marana adopted the Town of Marana Strategic Plan III which identifies Recreation as one of its five focus areas and includes the Principle Statement that “We will promote a healthy and active lifestyle through Town programs and community partnerships” and an initiative to seek partnerships with public and private entities to provide programs and enhanced services; and

WHEREAS On Your Left Consulting, LLC (OYL) provides race management, timing and results services for endurance race events; and

WHEREAS the Town and OYL desire to enter into an agreement for OYL to provide race services prior to race day and on race day for the Marana Parks and Recreation #RunMarana Series 2021-2022 events; and

WHEREAS the Town Council finds that approval of an agreement with OYL to provide race management, timing, and results services for endurance race events in the Town as set forth in this resolution is in the best interests of the Town of Marana and its citizens.

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

SECTION 1. The agreement between the Town of Marana and On Your Left Consulting, LLC regarding race management, timing, and results services for endurance race events in the Town, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF
MARANA, ARIZONA, this 5th day of October 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney

**AGREEMENT BETWEEN THE TOWN OF MARANA
AND
ON YOUR LEFT CONSULTING, LLC**

THIS AGREEMENT (the "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and ON YOUR LEFT CONSULTING, LLC, an Arizona limited liability company, d/b/a On Your Left Fitness and Timing ("OYL"). The Town and OYL are sometimes collectively referred to in this Agreement as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. In January 2015, the Town Council of the Town of Marana adopted the Town of Marana Strategic Plan III (the "Plan"). The Plan identifies Recreation as one of its five focus areas. Under the Recreation focus area, the Plan includes the Principle Statement that "We will promote a healthy and active lifestyle through Town programs and community partnerships" and an initiative to seek partnerships with public and private entities to provide programs and enhanced services.

B. OYL hosts, times, and provides event management services for endurance race events at locations around Arizona.

C. The Town and OYL desire to enter into an agreement for OYL to provide services prior to race day and on race day for the Marana Parks and Recreation #RunMarana Series 2021-2022 with support and assistance from the Town as described in this Agreement.

AGREEMENT

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

1. *Services to be performed by OYL.* OYL shall provide services prior to race day and on race day as described in OYL's Race Management, Timing and Results Proposal to the Town, attached hereto and fully incorporated herein by this reference as **Exhibit 1** for the following Marana Parks and Recreation #RunMarana Series 2021-2022 events in the Town: Turkey Trot on November 13, 2021; Dirt Dash on December 18, 2021; Eggnog Jog on December 31, 2021; Mother's Day 5K on May 7, 2022; and Aquathon on June, 18, 2022 (the "Races" or individually a "Race"), all as set forth in this section 1.

a. In addition to the services outlined in Exhibit 1, OYL shall:

i. Ensure that all race participants enter into a release and indemnification agreement in the form set forth in **Exhibit 2**, attached hereto and fully incorporated herein by this reference, and an Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19 in the form set forth in **Exhibit 3**, attached hereto and fully incorporated herein by this reference. OYL shall provide the completed release and indemnification agreements to the Town within ten working days once registration closes.

ii. Ensure that all marketing and promotional materials produced by OYL for the Races shall include references to the "Town of Marana" or "Marana."

2. *Support and assistance to be provided by the Town.* The Town shall provide support and assistance to OYL for the Races as outlined in Exhibit 1.

3. *Admission fees.* OYL and the Town shall evenly share all gross revenues from admission fees collected for #RunMarana Series 2021-2022 events listed in section 1. OYL shall be responsible for all of its operating expenses. The Town makes no guarantee or promise regarding the amount of compensation OYL will receive due to registration fees. Payment will be due within 15 days of the final accounting.

a. OYL shall make available to the Town for inspection any books, ledgers or statements kept by OYL regarding activities conducted pursuant to this Agreement.

b. OYL shall be liable for all taxes applicable to the proceeds received by OYL under this Agreement.

4. *Effective date and duration.* This agreement shall be effective as of the signature date of the last Party to sign this Agreement, and shall expire on June 30, 2022. Notwithstanding the foregoing, the indemnification provisions set forth in section 8 below shall survive termination of this Agreement.

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

6. *Use of Town logo and seal.* The Town grants OYL a limited license to use, at no cost, the Town's logo in OYL's performance of the services described in this Agreement. OYL shall not use the Town's logo for any other purpose or use. OYL shall not modify, revise or alter the Town's logo in any way.

7. *Insurance.* OYL and any subcontractor who performs any work for OYL under this Agreement shall maintain insurance throughout the term of this Agreement from carriers acceptable to the Town with the following required minimum coverages and limits:

Worker's Compensation: Statutory
Employer's Liability: U.S. \$100,000
Commercial General Liability: U.S. \$1,000,000 per occurrence
U.S. \$2,000,000 aggregate
Business Auto Liability: U.S. \$500,000 combined single limit

a. OYL shall deliver one or more certificates of insurance evidencing coverage as described in this section 7, including coverage required of any subcontractor, to the Town upon execution of this Agreement. OYL shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to the Town's Parks and Recreation Director.

b. The Town shall be named as an additional insured on the commercial general liability insurance policies required by this section 7. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of OYL or any subcontractor. OYL shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by subsection (a) above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement. Town is responsible for any liability arising out of operations performed by the Town or its employees.

c. All policies required pursuant to this section 7 shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for any claims arising out of OYL's or any subcontractor's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this Article.

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

e. Notwithstanding the requirements set forth in section 7 above, if the Contractor is a sole proprietor without employees, the Contractor is not required to maintain or provide proof of workers' compensation or employer's liability coverage, provided that the Contractor executes the following waiver:

By signing below this paragraph, Contractor hereby confirms, for purposes of addressing workers' compensation coverage that Contractor is a sole proprietor, ON YOUR LEFT CONSULTING, LLC, an Arizona limited liability company, d/b/a On Your

Left Fitness and Timing, and performing work as an independent contractor for the Town. Contractor acknowledges that Contractor is not the employee of the Town for workers' compensation purposes, and, therefore, Contractor is not entitled to workers' compensation benefits from the Town. Contractor understands that if Contractor has any employees working for Contractor, Contractor must maintain workers' compensation insurance on them.

Sole proprietor

Date

Town's insurance carrier

Date

f. Notwithstanding the requirements set forth in subsection (e) above, if any subcontractor is a sole proprietor without employees, the subcontractor is not required to maintain or provide proof of workers' compensation or employer's liability coverage, provided that the subcontractor executes a waiver in accordance with A.R.S. § 23-961(M). Any such executed waiver shall be attached to this Agreement and incorporated in and fully made a part of this Agreement by this reference.

g. The insurance requirements specified in this section 7 may not be changed or modified except by written agreement signed by both Parties.

h. OYL shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this section 7. OYL shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this section 7. Cancellation or reduction of any coverage required by this section 7 is grounds for termination of this Agreement by the Town.

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

9. *Regulatory compliance and approvals.* Each Party shall at its own expense comply with all applicable federal, state and local laws, rules, and regulations in connection with its obligations under this Agreement. As part of this obligation OYL shall obtain any and all permits required by the Town, the Northwest Fire District or any other appropriate regulatory agency for its activities under this Agreement.

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

If to the Town, to: TOWN OF MARANA
Attn: Parks and Recreation Director
11555 W. Civic Center Drive - Bldg A3
Marana, AZ 85653

If to OYL, to : ON YOUR LEFT CONSULTING, LLC
Attn: Julie Stark.
2391 W. Tangerine Road
Oro Valley, AZ 85742

11. *Entire agreement.* This Agreement constitutes the entire agreement and understanding of the Parties pertaining to the subject matter of the Agreement and supersedes all offers, negotiations, and other agreements of any kind. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

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

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

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

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

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

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

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

19. *Termination.* Either Party may terminate its participation in this Agreement for any reason upon at least 15 days' prior written notice to the other Party.

20. *Miscellaneous.*

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

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

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

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A TO MARANA RESOLUTION NO. 2021-136

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

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

Ed Honea, Mayor

Date: _____

ATTEST:

Town Clerk Date

APPROVED AS TO FORM:

Town Attorney Date

"OYL":

ON YOUR LEFT CONSULTING, LLC, an Arizona limited liability company, d/b/a On Your Left Fitness and Timing

Julie Stark., Member

Date _____

Federal I.D. # _____

LIST OF EXHIBITS

- Exhibit 1: On Your Left Fitness and Timing Proposal submitted September 9, 2021
- Exhibit 2: Form of Release and Indemnification Agreement
- Exhibit 3: Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19

Exhibit 1 to Agreement between the Town of Marana and On Your Left Consulting, LLC

Race Management, Timing and Results Proposal
Marana Parks & Recreation #RunMarana Series 2021-2022

Submitted on September 9, 2021

By:

On Your Left Fitness and Timing, ("OYL")

Julie Stark- (520) 241-9141
julie@trioyl.com

OYL will provide the following services:

Prior to Race Day

- Complete in-person and virtual race setup on RunSignUp (including any series registrations)
- Complete store setup on RunSignUp
- Complete RaceJoy configuration for virtual participants
- Manage Marana Parks and Recreation access to all RunSignUp data including, but not limited to, participant data, financial data, and RaceJoy interactions/notifications
- Build custom finisher's certificates to print and/or share on social media (Marana approved design)
- Manage all race inquiries/emails and all pre-race announcements/emails regarding race day protocols/requirements and packet pick-up.
- Manage all electronic results on RunSignUp and submitted through the RaceJoy app
- Promotion by OYL via our website, RSU Partner database (13,000+), Facebook and Instagram.
- Unlimited event consultation by phone or e-mail
- Manage registrations by calendar year.

On Race Day

- With the assistance of Marana Parks and Recreation staff and/or volunteers, OYL will manage #RunMarana Series 2021-2022 events.
- Complete chip timing system and video backup of the race
- Results with chip time, overall and age-group/division placing
- Live Streaming Results via OYL website (link provided one week before race; cellular service dependent)
- Digital or electromagnetic race clock
- Finish line chute and/or cones
- Start and/or Finish Line Blow-Up Arch

- All miscellaneous items needed for timing and results (generator, chip buckets, etc.)
- Complete system set-up and tear-down

Marana will provide the following services:

Prior to Race Day

- Design and order race bibs
- Promotion on Marana Parks and Recreation website and Facebook Page
- Supply all logos and finisher's certificate graphics
- Supply racer bibs to OYL at least one week before event to be chipped.
- Accounting of all registrations from another site that's not RSU and/or from an in-person registration process
- Day of Registration

On Race Day

- Manage Packet Pickup
- Manage any in-person registration, if offered
- Distribution of all store items sold
- Supply social distancing signs and/or mask requirement signs at the Start/Finish lines.
- Mark the course (OYL can provide Mile Marker flags, if needed)
- Manage any aid stations on the course. This includes, but is not limited to, water bottles and or other supplies deemed necessary by Marana Parks and Recreation. (OYL can provide aid station tables, if needed)
- Provide an announcer/DJ

PROVIDE STAFF/VOLUNTEERS ON COURSE, IF NEEDED.

EXHIBIT 2 TO AGREEMENT BETWEEN THE TOWN OF MARANA AND ON YOUR LEFT
CONSULTING, LLC

Release and Indemnification Agreement. In consideration of the acceptance of my [Vendor Application or Race Registration] for the [name of Race] to be held [date of Race], I do hereby, for myself, my child/ren, my heirs, executors and assigns, release the Town of Marana (Town), and its agents, officials and employees from liability for any harm, injury, or damage, which I, or my minor child/ren, may suffer while participating in the above-described event. This includes all risks that are connected with the event whether foreseen or unforeseen. Additionally, I agree to defend, save, hold harmless, and indemnify the Town and its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from my errors, omissions, or negligent or intentional acts in connection with the above-described event. I am of lawful age and legally competent to execute this Agreement. I understand the terms of this Agreement and have agreed to its terms as my own free act.

If I am acting on behalf of an organization, I certify that I am the agent of the organization, I am acting on the organization's behalf, and I am duly authorized to execute this Release and Indemnification Agreement on the organization's behalf.

By signing below, I acknowledge that I have read and agree to abide by all the terms, conditions, rules and regulations applicable to this event and that I have read and understand the terms of this Release and Indemnification Agreement and agree that I shall be bound by its terms and conditions.

Signature

Printed Name

Date

EXHIBIT 3 TO AGREEMENT BETWEEN THE TOWN OF MARANA AND ON YOUR LEFT CONSULTING, LLC

Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Attending any event, program, or activity at a Town of Marana Parks and Recreation facility or park may increase your risk of contracting COVID-19, and may increase the risk of transmitting COVID-19 to others.

I acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk that I, or members of my group or organization, may be exposed to or infected by COVID-19 by participating in any way in any event, program, activity, reservation or rental taking place at a Town of Marana Parks and Recreation facility or park, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at a Town of Marana Parks and Recreation facility or park may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Town employees, volunteers, and other participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or members of my group or organization, including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that they or I may experience or incur in connection with participation in any event, program, activity, reservation or rental taking place at a Town of Marana Parks and Recreation facility. I hereby release, covenant not to sue, discharge, and hold harmless the Town, its employees, agents, and representatives, of and from any claims related to COVID-19, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I further agree to indemnify and hold harmless the Town of Marana and its employees, agents, and representatives from any claim that may arise from or in connection with my or members of my group or organization's participation in any program taking place at a Town of Marana Parks and Recreation facility, including claims related to COVID-19. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Town, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Town of Marana Parks and Recreation program.

Park Patron Print Name

Date

Park Patron Signature



Council-Regular Meeting

C6

Meeting Date: 10/05/2021

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: October 5, 2021

Subject: Approval of the Regular Council Meeting Summary Minutes of September 21, 2021 (Cherry L. Lawson)

Attachments

Regular Council Meeting Summary Minutes, 09/21/2021



MARANA TOWN COUNCIL

REGULAR COUNCIL MEETING

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 6:00 PM and directed the Clerk to call the roll. **Mayor Honea, Vice Mayor Post, Council Members: Jackie Craig, Patti Comerford (Excused), Roxanne Ziegler, John Officer, 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, 6-0.

CALL TO THE PUBLIC

Mayor Honea open the meeting to receive public comments. There were no cards submitted for comment.

PROCLAMATIONS

Regular Council Meeting Summary Minutes
September 21, 2021

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

There was no report offered by the Town Council.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Deputy Town Manager Erik Montague provided an update on behalf of **Town Manager Terry Rozema** on the following:

- Council Executive Report for the month of September will be available by October
- Development Services has issued 97 single-family residential permits for the month of September as of this day. In September 2020, 73 single-family residential housing permits were issued.
- The Marana Citizen's Forum will be restarting its meeting beginning on Thursday, September 23 at 5:30 PM. The topic of study is, Creating Marana Livability Index that will consist of any combination of an enhanced dashboard information, and other useful information for the public.
- Marana's Communication Department received a National Award of Excellence from the City/County Communication and Marketing Association, specifically for the 2019 Communication Strategic Plan.
- Update on the Multigenerational Community Center and Aquatics Facility project, the Town is currently soliciting for a project manager and that solicitation will close on September 28.
 - A meeting is scheduled for September 30 at 3:00 PM at the Sunflower Community Center. The topics will include the solicitation of the project manager, funding options to pay for the facility. This will be the fourth in the series of meetings.
- The Town of Sahuarita will host its' State of the Town Address on Friday, September 25 from 11:30 a.m. to 1:00 p.m.
- Marana Chamber of Commerce Annual Luncheon will be held on Wednesday, September 22 from 11:30 a.m. to 1:00 p.m. at the Highlands at Dove Mountain.

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)

Finance Director Yiannis Kalaitzidis provided a PowerPoint Presentation of the year-end results (July-June) fourth quarter updates for the Town's General Fund and other selected

major funds for the 2020-2021 fiscal year. He explained that when the report was initial prepared and attached a static version of the information on the agenda item, Town staff did have a couple of items that later came up. The Town felt it was appropriate to make those changes and present those to Council during the meeting. Those items mostly affected the Town's Enterprise Fund; however, the Town wanted to make the information available to the Council and the public. He is presenting an interactive report, and it would be available to the public the following day.

CONSENT AGENDA

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)

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

LIQUOR LICENSES

Regular Council Meeting Summary Minutes
September 21, 2021

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)

[6:19 PM Minutes:] **Mayor Honea** open the public hearing to receive public testimony on this item.

Senior Planner Cynthia Ross provided an overview of Ordinance No. 2021.019 relating to 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).

Paul Oland, Paradigm Land representing the property owners, Susan Ong in this rezoning request. They are excited over the retooling of the existing site plan. He displayed a site photo illustrating the site as it is, and as is being proposed with those changes. He stated they have committed to installing an eight (8') wall on the west side, as there will be cars exiting the development onto Bill Gaudette Drive. However, for the remaining area, they do not feel as though eight (8') feet is warranted. They will install a six (6') footwall, which is standard. The site plan improvement is significant, as they have maintained all the previous rezoning conditions with the addition of some buffering for the pueblo. They are happy with the conditions contained within for approval.

Council Member Craig stated one of the conditions was to either have an access onto Barnett or make it into a cul-de-sac that **Mr. Oland** chose to do an access. **Mr. Oland** replied stating the site plan illustrates a sketched in version of the access. At this point, Barnett Road is there, and does not know how long Barnett Road will be there, as there had been previous discussion on the length of time Barnett would remain. They do not have a preference; however, the condition would allow for area of the plan to be flexible.

Council Member Kai asked for clarification on the irrigation ditch on the south side asking whether it would be underground. **Mr. Oland** replied stating it would be placed underground.

Vice Mayor Post asked whether the non-potable agreement had been finalized with the irrigation district. **Mr. Oland** stated it had not been finalized as of yet, that it would be done through the platting process. **Vice Mayor Post** stated he is insisting that it be a condition within the rezoning.

Mayor Honea stated **Council Member Craig** inquired as to the access of Barnett Road that **Mr. Oland** stated it would be. He stated that the Town Engineers do not make that decision. He wants a commitment from **Mr. Oland** that Barnett Road would have an access, as that road will likely be there for another 10 to 15 years and before Clark Farms Road or the canal is completed. He is expecting **Mr. Oland** to honor that commitment. **Mr. Oland** stated it would be reflected in the plan.

[6:29 PM Minutes:] **Mayor Honea** closed the public hearing.

Mayor Honea moved and Vice Mayor Post second the motion approving the Cypress Gardens Rezoning subject to the recommended conditions, including a non-potable agreement with CMID.

Ms. Ross stated there is a condition within the ordinance related to the conditions proposed by **Vice Mayor Post**.

Town Attorney Jane Fairall provided clarification stating Condition No. 14 that requires the property owner to install a non-potable system to serve the common open space areas, and other landscaped amenities as accepted by the Cortaro-Marana Irrigation District. She understands **Vice Mayor Post** is speaking specifically to CMID. **Vice Mayor Post** inquired as to whether the developer would need to have one. **Ms. Fairall** explained that this would stipulate that they would install the non-potable system as accepted by CMID. **Vice Mayor Post** stated that is acceptable to him.

Mayor Honea moved and Vice Mayor Post second the motion approving the Cypress Gardens Rezoning subject to the recommended conditions. Motion passes, 6-0.

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)

[6:31 PM Minutes:] **Mayor Honea** open the public hearing to receive public testimony on this item.

Ms. Ross provided an overview on Ordinance No. 2021.020 relating to 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 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.

Linda Morales, Planning Center representing the developers **Dean Wingert and Mr. Rihl's** this is a straightforward request. This is about 43 acres at the very far southeast corner of Gladden II. Northwest Fire Station has its station located there, and is the commercial or non-residential use that has been developed on the corner of this site. She commented on the tale that has circulated around northwest area of Marana that it is very difficult to attract commercial users. They have been marketing this site for some time, and stated it was originally approved.

At this point, the commercial demand is not there for this particular parcel, but there is a ton of demand for residential. That is the impetus for this request. This is changing the two, the portion of Block 38B and Block 43 from commercial to residential. The Block 38A is the school site. They do have a potential user for this parcel, both the corner wrapping around the fire station for multifamily user as well as interest in a single-family residential developer that would be up against the school site. That is what amounts to the increase; they requested an increase for the targeted density of the 222 lots.

During the last meeting, Council had approved the Crossroad Specific Plan, the property that is immediately east of the amendment site. That one does have a commercial corner. They have that and it is only for commercial development. They do not have a backup residential use on that. They would be moving commercial over to that corner where they believe would be a more viable use for that area. Then they have a large area TR, they have a user for that area. She received communication from Ms. Ross, and the user have scheduled an application hearing on that TR piece.

However, that TR does have a residential backup. They do anticipate that a large portion of it would go non-residential for employment use. The addition of these additional residential units will continue to support the ability for the northern area of Marana to continue to attract more commercial. It is always about rooftops, and adding more rooftops will help to support future commercial uses.

In light of that, they realize that they are requesting to increase the development capacity by 222 units within the specific plan, they want to ensure too highly amenitize Gladden Farms while keeping residents fully supplied with recreational opportunities. They have agreed to go ahead down by the soccer fields, south of Gladden, to add in a dog park to the west of the soccer fields. Gladden does have a dog park that is for use by the residents;

however, the new dog park would be open to the public. In conversations that they have had with **Mayor Honea** and others, there is a desire to have pedestrians to walk between soccer fields, and to the Circle K. They have proposed to loop the road around, and bring that back around the softball fields back to Tangerine Road. Adjacent to that would be a path that would be able to allow people to walk to the Circle K to obtain food and drinks.

Ms. Morales stated that **Ms. Fairall** has proposed condition language that is related to this. They have communicated with the public by doubling the notice area with a letter and pickup up developer own parcels and commercial parcels. The letter was an offer to the public to meet with them, but they did not receive any response.

Ms. Fairall stated the Town has a proposed ordinance in the packet, but that it does not include anything about this proposal. The Town could add a sixth (6th) condition to that rezoning ordinance. She read the proposed language to **Mayor Honea and Council** what was developed this day:

The property owner shall design and construct to Town standard the following infrastructure and amenities on or before December 31, 2022:

- A. A dog park adjacent to the new soccer field currently under construction at Gladden Farms Community Park with additional parking to accommodate the amenity;
- B. A loop road from the current terminus so that the access road from the Circle K, located at 11403 W. Tangerine Road around the diamond field at Gladden Farms Community Park, and connecting to the new soccer field access road; and
- C. A sidewalk or similar hardscape from the soccer field area at Gladden Farms Community Park to connect to the Circle K.

Council Member Ziegler asked of **Mr. Wingert** related to the dog park if he could add some benches. The benches does not have to be beautiful. When we first built dog parks down at Crossroads, there were no benches or shade. Half of the people who visited the park were in her age range. The Town later installed benches and shade covers in the park. She described the current shade in the park, stating that it does not provide adequate shade covering. We definitely need some benches in the park for both the small dog and large dog parks.

Mayor Honea stated he had made that same request on behalf of **Council Member Ziegler** as she had asked for it before the construction of the soccer fields. He was assured that there would be a large and small dog park including amenities there for citizens to be able to sit on the bench in the shade.

Ms. Morales stated we do have it separated into a large and small dog park, though she had glossed over the design of the park. She explained that part of the reason why she

glossed over the park is that this came together quickly. They have not had an opportunity to speak with **Parks & Recreation Director Jim Conroy** about the design as he is on vacation. However, they really want to get together and meet, as they would like to design a great dog park. She describe the dog park as having two areas, one for small and the other for large dogs, with a Ramada for shade. She continued referring to **Mr. Dean Wingert** is nodding yes on the benches.

[6:43 PM Minutes:] **Mayor Honea** closed the public hearing on this item.

Ms. Fairall stated there is another item that would be approved with this ordinance is to amend the Gladden Farms Development Agreement. The agreement as it stands caps the number of units allowed in Gladden Farms II at 2345, and what the developer is requesting is to increase that number to 2595 which is more than the amount that is projected at this point. As **Ms. Ross** noted, they are projecting 2567 with this change, as it will zoning but to give them some wiggle room. The Town added 250 units. That would be the Sixth Amendment to the Development Agreement.

The other amendment the Town has is the amendment to the DA regarding impact fee credits that was entered into in 2012. The Town worked with **Mr. Wingert** and **Mr. Brann** and herself to reflect the changes both in the number of units that would be receiving the credit, and some of the credits that happened over the years with the Infrastructure Improvement Plan as what has gone out, and have come in. The Town had just recalculated the math—those credits. Those would be approved as part of this ordinance.

Vice Mayor Post moved Council Member Kai second the motion to approve Ordinance No. 2021.020 including as discussed tonight with condition no. 6, also include the Resolution No. 2021-131. Motion passes, 6-0.

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 or inmate labor services (Libby Shelton)

Mr. Montague provided a brief overview of the Resolution explaining traditionally the Town would bring this type of agreement for consideration by Council on consent agenda. However, with this amendment is distinctively different from other amendments the Town has had in the past, as it specifically addresses or adds additional requirements associated with Covid-19. As a result, it would add an addition burdensome not only to the departments that manages them, but including the employees that would work most closely with those inmates.

Because of the increased burden, the Town Manager's Office along with Human Resources and the Legal Department met with the various departments and key

stakeholders that would shoulder the responsibility associated with this agreement, and it is becoming increasingly more difficult the Town wanted to have those conversations. The Town is looking to continue to refine our relationship with the facility, as the Town has had a long-standing relationship that provides huge benefits to the Town as well as the facility.

Deputy Town Attorney Libby Shelton provided an overview of the agreement stating the Town entered into its original Inmate Agreement for a five-year term on March 17, 2020. Shortly thereafter during the Covid-19 pandemic, the Town came back to Council with an amendment that provided broader discretion with the Department of Corrections to withhold inmates if there were health or safety issues. The Arizona Department of Corrections contacted the Town with a second amendment requesting testing of unvaccinated employees who work with the inmates. The testing would be up to the Department of Corrections; there would be a timeframe at their discretion before a Town employee could have contact with the inmate whether it is one week or one month.

The Town would be responsible for the cost of the testing, reporting and keeping the results confidential. If a vaccinated employee working with inmates, they would not be subject to those testing requirements. However, if the employee has a known exposure to Covid-19 or has symptoms of Covid-19, the Town would have the burden to contact the Department of Corrections and that employee would be subject to testing. A negative test would be required in order to work with inmates.

Overall, the agreement gives much discretion to the Department of Corrections to change its policy with the Town with updated guidance, whether it comes from the Center for Disease Control or the State of Arizona. Additionally, the inmates would be required to wear masks as part of the amendment to the contract.

Council Member Ziegler moved and Vice Mayor Post second the 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. Motion passes, 6-0.

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)

Mr. Montague stated there are no significant legislative updates to offer to the Council.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post, moved and Council Member Kai second the motion to adjourn the meeting. Motion passes, 6-0. Meeting adjourned at 6:50 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on September 21, 2021. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



Council-Regular Meeting

A1

Meeting Date: 10/05/2021

To: Mayor and Council

From: Anita McNamara, AICP, Long-Range Planner

Date: October 5, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance 2021.021: Relating to Development; amending Marana Ordinance No. 2004.23, which approved the rezoning of approximately 107 acres of land generally located southeast of North Sanders Road and south of West Barnett Road from "A" Small Lot Zone to "R-6" Residential, by eliminating a rezoning condition related to lot sizes and revising other rezoning conditions to conform to intervening Town actions, current Town policies, and current Arizona law (Anita McNamara)

Discussion:

Request

Paradigm Land Design, LLC, representing the property owner, Tucson Farms, LLC, requests to amend Ordinance No. 2004.23, adopted by the Marana Town Council on January 4, 2005, by removing rezoning Condition 18 and revising the conceptual land use plan presented with the 2005 rezoning. The adopted ordinance approved the rezoning of approximately 107 acres of land known as Payson Farms from "A" Small Lot Zone to "R-6" Residential.

Ordinance No. 2004.23 contains a condition of rezoning that prescribes a specific ranges of lot sizes which are larger than those required by standard R-6 zoning:

- 18. As per the July 28, 2004 Site Analysis and Tentative Development Exhibit II.B the following range of lot sizes shall be provided on the plat:
 - 6,050 square foot minimum - maximum 49% of the total lots
 - 6,900 square foot minimum - maximum 28% of the total lots
 - 7,800 square foot minimum - minimum 23% of the total lots

The applicant is requesting to amend Ordinance No. 2004.23 by removing this condition and to develop the property consistent with a new, revised conceptual land use plan that proposes 435 lots, each lot at least 6,000 square feet in size, plus 6.67 acres of private recreational area including a dog park, and picnic areas with ramadas.

Town staff has also reviewed all of the original 18 rezoning conditions in Ordinance No. 2004.23 and is recommending additional changes to the rezoning conditions to conform to intervening Town actions, current Town policies and practices, and current Arizona law.

Public Notification

The public hearing was appropriately noticed in The Daily Territorial, and all property owners within 300 feet of the project were noticed by United States mail of the date, time, and topic of the public hearing.

Additional notice was posted at various locations within the community.

Staff Recommendation:

Staff Recommendation

Staff recommends the adoption of Ordinance No. 2021.021 approving the proposed amendment to Marana Ordinance No. 2004.23.

Planning Commission Recommendation

The Planning Commission held a public hearing on September 29, 2021 to consider the proposed amendment and voted unanimously, 7-0 to recommend approval to the Town Council.

Suggested Motion:

I move to adopt Ordinance No. 2021.021, subject to the recommended conditions.

Attachments

Ordinance

Exhibit A

Exhibit B - Concept Plan

Location Map

Application

MARANA ORDINANCE NO. 2021.021

RELATING TO DEVELOPMENT; AMENDING MARANA ORDINANCE NO. 2004.23, WHICH APPROVED THE REZONING OF APPROXIMATELY 107 ACRES OF LAND GENERALLY LOCATED SOUTHEAST OF NORTH SANDERS ROAD AND SOUTH OF WEST BARNETT ROAD FROM "A" SMALL LOT ZONE TO "R-6" RESIDENTIAL, BY ELIMINATING A REZONING CONDITION RELATED TO LOT SIZES AND REVISING OTHER REZONING CONDITIONS TO CONFORM TO INTERVENING TOWN ACTIONS, CURRENT TOWN POLICIES, AND CURRENT ARIZONA LAW

WHEREAS Tucson Farms, LLC (the "Property Owner") owns approximately 97.4 acres of land generally located southeast of North Sanders Road and south of West Barnett Road in Section 28 Township 11 South, Range 11 East, described and depicted on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Property"); and

WHEREAS, on January 4, 2005, the Mayor and Town Council adopted Ordinance No. 2004.23 rezoning the Property from "A" Small Lot Zone to "R-6" Residential, and Resolution No. 2004-168, approving a Development Agreement for the Property, formerly known as Payson Farms; and

WHEREAS, on December 6, 2005, the Mayor and Town Council adopted Resolution No. 2005-149, approving the final plat for Payson Farms; and

WHEREAS the Town of Marana and the Property Owner intend to negotiate an amended/restated Development Agreement; and

WHEREAS the Property Owners have submitted an application to amend Ordinance No. 2004.23 (this "Amendment Request") to remove rezoning condition number 18 which requires larger lot sizes than is required by standard R-6 zoning; and

WHEREAS the conditions of rezoning numbers 2, 3, 5, 6, 10, 11, 12, 15, and 16 set forth in Marana Ordinance No. 2004.23 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 Marana Planning Commission held a public hearing on this Amendment Request on September 29, 2021, and voted _____ to

recommend that the Town Council approve this Amendment Request and the other ordinance revisions; and

WHEREAS the Marana Town Council held a public hearing on this Amendment Request on October 5, 2021, and determined that the Amendment Request and other ordinance revisions should be approved.

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

Section 1. Marana Ordinance No. 2004.23 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 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 plat or development plan for any portion of the Property submitted after the effective date of this ordinance shall be in general conformance with the conceptual land use plan attached to and incorporated in this ordinance by this reference as Exhibit "B".

3. The Property Owner must submit a master drainage study which must be accepted by the Town Engineer prior to Town approval of any plat or development plan for any portion of the Property submitted after the effective date of this ordinance.

~~2. This rezoning is valid for five years from the date of Town Council approval; if the developer fails to have a final subdivision plat recorded prior to the five years' the Town may initiate the necessary action to revert the property to the original zoning, upon action by the Town Council.~~

~~3. The applicant shall construct a temporary secondary access via Barnett Road or Sanders Road (pending completion of Tangerine Farms Loop Road construction) prior to the issuance of the twenty-fifth residential building permit~~

4. The Property Owner shall not cause any lot split of any kind without the written consent of the Town of Marana.

~~5. The applicant shall submit a TIA with the preliminary plat.~~

~~6. The Developer shall dedicate, or cause to have dedicated, an additional 190' feet of Right of Way along the Western portion of Sanders Road and 90' of new Right of Way from Sanders Road East to the connection point of Rancho Marana for the construction of Clark Farms Road.~~

~~5. 7. A water service agreement and a master water plan must be submitted by the Developer and accepted by the Utilities Director prior to the approval of the first~~

plat by the Town Council. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owner and accepted by Marana Water (the "water provider") prior to approval of any plat for any portion of the Property submitted after the effective date of this ordinance. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owner must enter into a water service agreement with the water provider consistent with the accepted WIP.

6. 8. The Developer shall develop a reclaimed water irrigation system, dedicated to the Town, to distribute irrigation water to all properties and recreation areas within this development. The Property Owner shall install a non-potable system to serve the common open space areas and other landscaped amenities, as accepted by the Cortaro-Marana Irrigation District.

7. 9. 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 plat by the Town Council. A master sewer plan must be submitted by the Property Owner and accepted by Marana Water Reclamation Department (the "wastewater utility") prior to the approval of any final plat or development plan for the Property submitted after the effective date of this ordinance. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owner must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.

10. The applicant shall comply with all design standards and guidelines within the Northwest Marana Area Plan and Land Development Code with the first preliminary plat submittal.

11. The project shall comply with the construction design standards regarding noise level reduction as stated in an 8/30/04 letter from the Marana Regional Airport.

12. Special landscape and design treatments shall be provided at project entryways, as well as perimeter walls, which create an individual identity for the project and consistency with the Northwest Marana Area Plan Marana Residential Design Guidelines.

8. 13. The site shall be surveyed for archaeological resources before any ground disturbing activities take place. Prior to the issuance of any grading permits, the Property Owner shall submit evidence to the Town that all federal permit

requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the property.

9. 14. The Property Owner shall transfer to the water provider 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 providing designation of assured water supply and water service to said the Pproperty. If Type I or Type II is needed on said the Pproperty, the Town water provider and developer/landowner the Property Owner shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Property said land.

15. 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 levee.

16. Potential buyers shall be notified that the property is located within the flight path of the Northwest Marana Regional Airport.

10. 17. Potential buyers shall be notified that some or all of the Property is subject an annual tax and assessment by Cortaro Marana Irrigation District and Cortaro Water Users' Association.

18. As per the July 28, 2004 Site Analysis and Tentative Development Exhibit II.B the following range of lot sizes shall be provided on the plat:

- 6,050 square foot minimum—maximum 49% of the total lots
- 6,900 square foot minimum—maximum 28% of the total lots
- 7,800 square foot minimum—minimum 23% of the total lots

11. The Property Owner must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a plat or development plan for any portion of the Property.

12. The final design of all streets and circulation facilities, including gated access (if applicable) and emergency access, must be accepted by the Northwest Fire District prior to Town Council consideration of a final plat for any portion of the Property.

13. The maximum number of single-family detached residential lots within the Property shall not exceed 435.

14. The ultimate development of the Property shall be consistent with the adopted development agreement as it may be amended.

15. Potential buyers are advised that this project falls in the Airport Influence Area as delineated in the Marana Regional Airport Master Plan, and is subject to frequent overflight by general aviation aircraft. Aviation Easement recorded at Docket 12773, Page 2698.

16. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owner from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owner should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.

17. 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.

Section 2. 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 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, 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 5th day of October 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney



LEGAL DESCRIPTION FOR REMINGTON RANCH

All of the Southwest One-Quarter of Section 28, Township 11 South, Range 11 East, of the Gila and Salt River Meridian, Pima County, Arizona.

Excepting therefrom the north 175 thereof and, the south 825 feet thereof and, further excepting the portions of said Southwest One-Quarter lying within the rights of way of Sanders Road and Barnett Road as they currently exist.



Expires

Machen Land Surveying, LLC
9261 E. Magdalena
Tucson, Arizona 85710

THE VILLAGES AT BARNETT

LOTS 1-251
SEQ. No. 20183200072

W 1/4 CNR
SECTION 28
T11S, R11E,
G&SRB&M

1/4 CNR
SECTION 28
T11S, R11E,
G&SRB&M

BARNETT ROAD
BOOK 14, PAGE 21 RM

S89°54'25"W 2640.20'

N89°54'25"E 2610.24'

SUBJECT PROPERTY

RANCHO MARANA 154
BLOCK 4, LOTS 1-81
BOOK 62, PAGE 26 M&P

RANCHO MARANA 154
BLOCK 2, LOTS 1-140
BOOK 61, PAGE 65 M&P

SANDERS ROAD
BOOK 2, PAGE 48 RM

N0°00'25"E 2626.53'

N0°00'24"E 1626.51'

S0°00'47"W 1624.84'

S0°00'42"W 2624.86'

S89°52'12"W 2610.06'

SC RANCH

LOTS 1-54
SEQ. #201916302013

FIANCHETTO FARMS

LOTS 1-114
BOOK 60, PAGE 97 M&P

S89°52'14"W 2639.99'
MOORE ROAD
BOOK 2, PAGE 12 RM

SW CNR
SECTION 28
T11S, R11E,
G&SRB&M

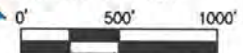
S 1/4 CNR
SECTION 28
T11S, R11E,
G&SRB&M



Expires



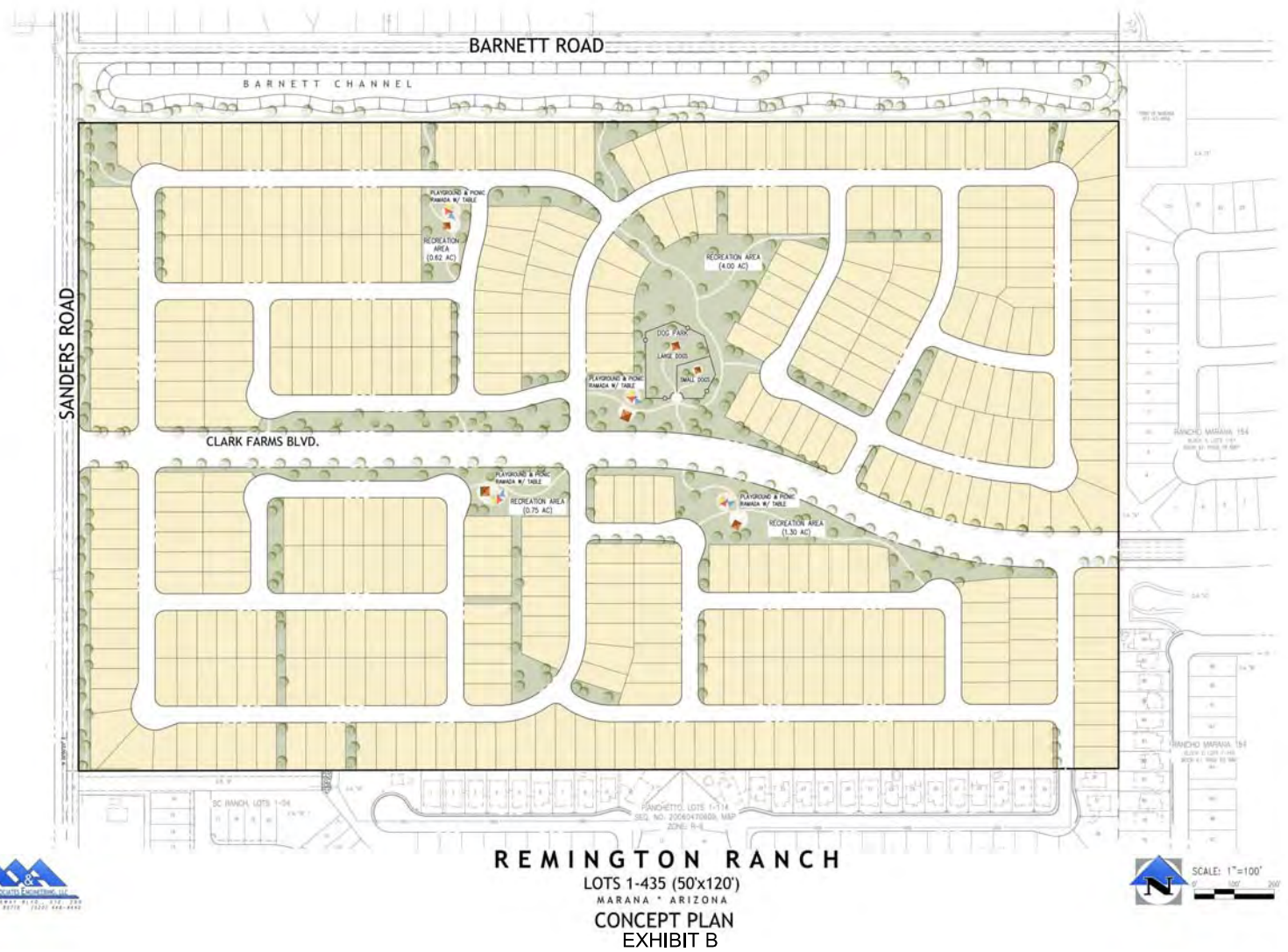
SCALE: 1"=500'



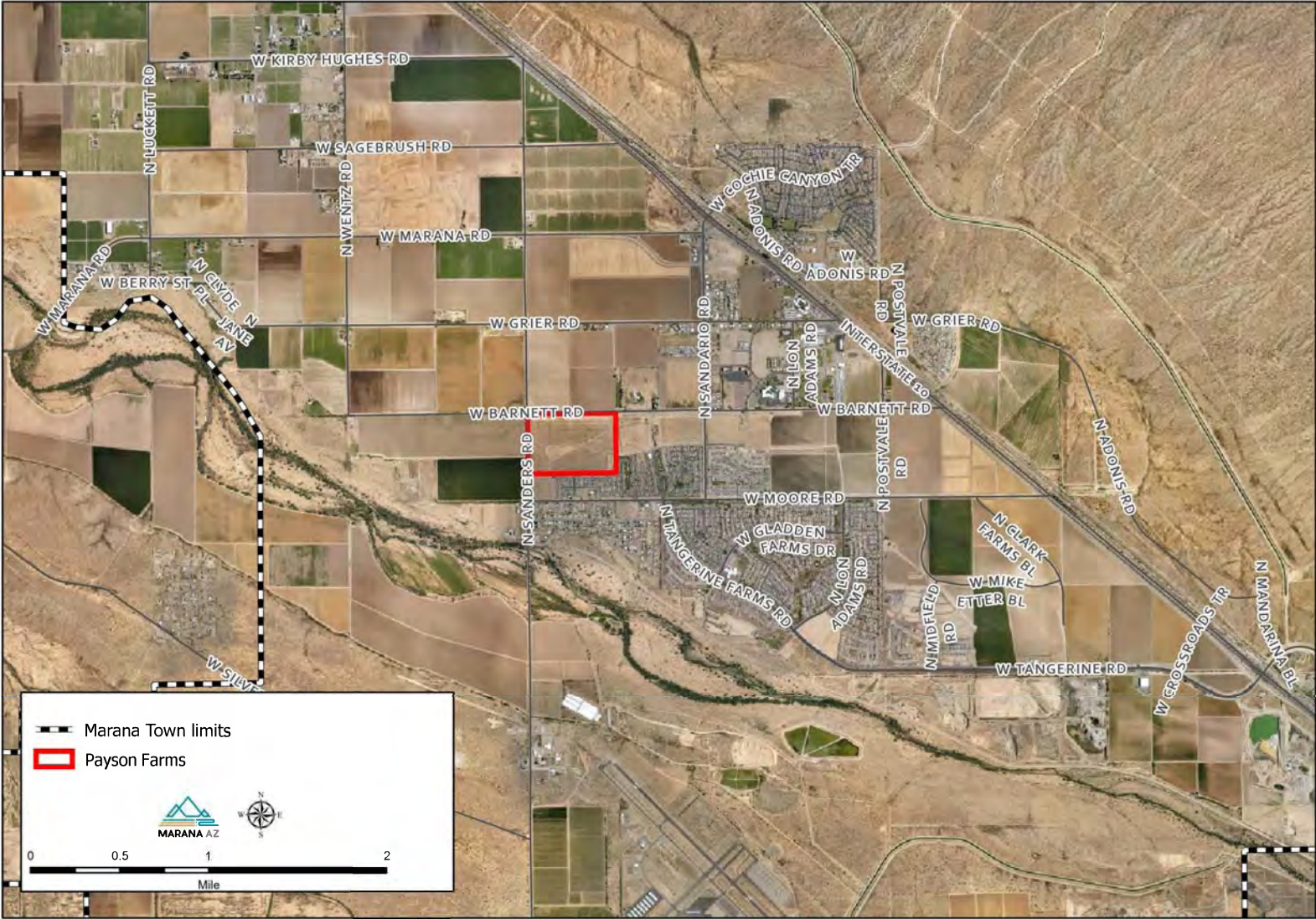
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85718 (520) 448-4440

REMINGTON RANCH LEGAL DESCRIPTION MAP

Machen Land Surveying, LLC
9261 E. Magdalena
Tucson, Arizona 85710



Payson Farms Location





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: <u>Conditions Mod.</u> |

PROJECT INFORMATION

Project Name: Remington Ranch

Description of Project: Modification of Rezone Conditions

Number of Lots: 435

Parcel No.(s): Please see attached list

Gross Area (Acres): 98

Project Address: Please see attached list

Ref. Project No.: PRV2103-002

CONTACT INFORMATION

Owner: Tucson Farms LLC

Contact Name: David DelZotto

Address: 5920 S Rainbow Blvd #11

City: Las Vegas

State: NV

Zip: 89118

Email: shmills@drhorton.com, LSSchaefer@drhorton.c

Phone No.: 520-572-5104

Applicant: Bowman

Contact Name: Rob Schlicher, PE

Address: 7464 N La Cholla Blvd

City: Marana

State: AZ

Zip: 85741

Email: RSCHLICHER@BOWMAN.COM

Phone No.: 520-463-3212

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: 2021.09.08 15:30:19 -07'00'

9/8/2021

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No. _____

Date Received _____