MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, December 7, 2021, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, Council Member
Herb Kai, Council Member
John Officer, Council Member
Roxanne Ziegler, Council Member

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 December 7, 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

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. 2021-151: Relating to Development; approving a Release of Assurances for SC Ranch subdivision and accepting public improvements for maintenance (Jason Angell)

C2 Resolution No. 2021-152: Relating to the Marana Regional Airport; approving and authorizing the Mayor to sign the First Amendment to Marana Regional Airport Lease Agreement with The J.D. Russell Company for the lease of approximately 0.26 additional acres of real property located at the Marana Regional Airport, 11700 West Avra Valley Road (David L. Udall)

C3 Resolution No. 2021-153: Relating to Development; approving a final plat for Marana Center Tract A, Lots 1 and 2 located east of Interstate 10 and southeast of Twin Peaks Road (Brian D. Varney)

C4 Resolution No. 2021-154: Relating to Development; approving a final block plat for Crossroads at Gladden Blocks 1 - 8 located along the west side of Interstate 10 approximately 575 feet northwest of the Tangerine Road and Interstate 10 Interchange (Cynthia Ross)

C5 Resolution No. 2021-155: Relating to Development; approving the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (Jane Fairall)

C6 Resolution No. 2021-156: Relating to Utilities; approving and authorizing the Mayor to sign the Intergovernmental Agreement Between the Metropolitan Domestic Water Improvement District, the Town of Marana and the Town of Oro Valley to Accommodate Additional Partnered Water Facility Construction as Part of the Northwest Recharge, Recovery, and Delivery System (NWRRDS) (Jing Luo)

C7 Approval of Regular Council Meeting Summary Minutes of November 16, 2021 (Cherry Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2021-157: Relating to Intergovernmental Relations; adopting a 2022 Town of Marana Legislative Policy Priority Program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it (Heath Vescovi-Chiordi)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Water; discussion, consideration, and possible direction regarding a request from the owners of property generally located near the southeast corner of Twin Peaks Road and Tangerine Road for an exception to the Town's Water Wheeling Policy, to allow water to be wheeled to the property through the Intergovernmental Agreement Between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water (Jane Fairall)

D2 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)

D3 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.

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **C1**

Meeting Date: 12/07/2021

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Gus Myers, Development Engineering Manager

Date: December 7, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-151: Relating to Development; approving a Release of Assurances for SC Ranch subdivision and accepting public improvements for maintenance (Jason Angell)

Discussion:

SC Ranch consists of Lots 1-54, a 10.8-acre subdivision located north of Moore Road and west of Fianchetto Farms subdivision. The final plat for this subdivision was recorded at the Pima County Recorder's Office on January 22, 2021 at Sequence Number 20210220045.

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

If adopted this resolution will release the SC Ranch subdivision assurances and accept the roadways, potable water system and sewer conveyance system for maintenance.

Staff Recommendation:

Staff recommends adoption of Resolution 2021-151, approving a release of assurances for the SC Ranch subdivision and accepting the public improvements for maintenance.

Suggested Motion:

I move to adopt resolution 2021-151, releasing the subdivision assurances and accepting for maintenance the public improvements.

Attachments

Resolution No. 2021-151

Location Map

MARANA RESOLUTION NO. 2021-151

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR SC RANCH SUBDIVISION AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for SC Ranch Lots 1 thru 54 and Common Areas "A" (Recreation and Drainage), "B" (Landscape, Drainage and Utilities), was recorded in the Pima County Recorder's Office on January 22, 2021 at Sequence Number 20210220045 (the "SC Ranch Final Plat"); and

WHEREAS the Town has a third party trust assurance agreement (the "Assurance Agreement") with LGI Homes - Arizona, LLC. (the "Subdivider") and Title Security Agency LLC, under Trust No. 202055-S, recorded in the Pima County Recorder's Office on January 22, 2021 at Sequence Number 20210220046, assuring the completion of public improvements for SC Ranch; and

WHEREAS the Subdivider has completed the public improvements for SC Ranch acceptable to Town standards in accordance with the Assurance Agreement.

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

SECTION 1. The Assurance Agreement is hereby released.

SECTION 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.4 miles of the following paved streets as shown on the SC Ranch Final Plat:

- Ong Drive
- Peony Drive
- Red Orchid Street

SECTION 3. The Town accepts for maintenance the on-site potable water system serving SC Ranch, consisting of approximately 2,280 linear feet of potable water line, appurtenances, valves, and fire hydrants with an estimated value of $185,130.

SECTION 4. The Town accepts for maintenance the sanitary sewer conveyance system serving SC Ranch, consisting of approximately 2,140 linear feet of sanitary sewer line and manholes with an estimated value of $192,000.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of December, 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

GENERAL NOTES

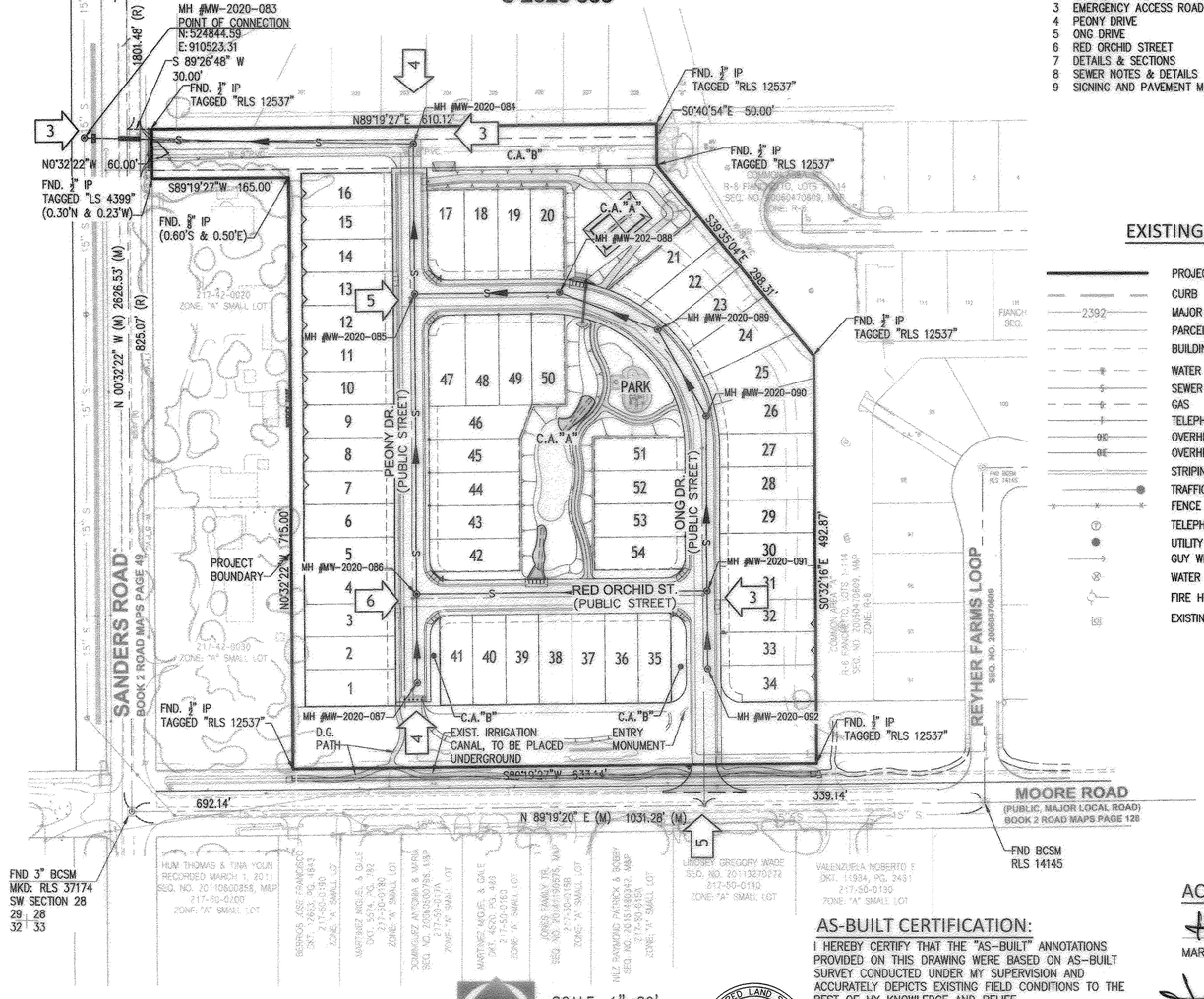
1. THE DESIGN SPEED IS 25 M.P.H. FOR ALL STREETS. THE DESIGN VEHICLE IS WB-40.
2. ALL CONSTRUCTION ACTIVITY AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA ASSOCIATION OF GOVERNMENTS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (P.A.G. SSPI) 2015 EDITION OR CURRENT EDITION. THESE MAY BE MODIFIED AND/OR SUPPLEMENTED BY THE REQUIREMENTS OF THESE PLANS.
3. AGGREGATE BASE COURSE SHALL CONFORM TO P.A.G. SSPI SECTION 303.
4. ASPHALTIC CONCRETE SHALL CONFORM TO P.A.G. 406 MIX #2 SPECIFICATIONS.
5. ALL CONCRETE SHALL CONFORM WITH P.A.G. SSPI SECTION 1006, CLASS "S", 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
6. SUBBASE MATERIAL SHALL CONFORM TO P.A.G. SSPI, SECTION 203.
7. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
8. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES PRIOR TO CONSTRUCTION.
9. ALL WORK SHALL CONFORM TO TITLE 19, STANDARDS FOR GRADING AND RELATED SITE WORK, OF THE TOWN OF MARANA DEVELOPMENT CODE.
10. A COPY OF THE APPROVED PLANS AND THE GRADING PERMIT SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
11. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
12. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE AND MAINTENANCE OF EXISTING IMPROVEMENTS AND VEGETATION IN THE WORK AREA. PAVEMENT, AND ANY OTHER IMPROVEMENTS DAMAGED DURING CONSTRUCTION ARE TO BE REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER. ANY UNDERGROUND PIPES, IRRIGATION LINES, IRRIGATION CONTROLS, DRAINS, STRUCTURES, OR IMPROVEMENTS NOT SHOWN ON THESE PLANS SHALL BE MOVED, ALTERED, OR REPAIRED BY THE CONTRACTOR WHEN ENCOUNTERED, TO THE SATISFACTION OF THE OWNER, AS DIRECTED BY THE ENGINEER, AND IS A DEFINITE PART OF THIS PROJECT.
14. THE CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE/SHE SHALL REQUIRE THE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR SUCH PURPOSE FOR LAYING OUT ANY PORTION OF THE WORK. HE/SHE SHALL ALSO DIG ALL STAKE HOLES NECESSARY TO GIVE LINE AND LEVELS AND SHALL PROVIDE ASSISTANCE CALLED FOR BY THE ENGINEER OR THEIR ASSISTANTS UPON ANY PART OF THE WORK WHENEVER SO REQUESTED, AND SHALL PRESERVE ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES UNTIL AUTHORIZED TO REMOVE THEM BY THE ENGINEERS. ANY EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE CHARGED TO THE CONTRACTOR.
15. A REPORT OF SOILS INVESTIGATIONS, INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAS BEEN PREPARED BY PATTISON ENGINEERING, LLC (T.O.M.#1811-001). EARTHWORK SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORT AND ADDENDUMS THERETO.
16. THE SOILS ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL CONSTRUCTION OPERATIONS, INCLUDING BUT NOT LIMITED TO: CLEARING, GRUBBING, SUBGRADE PREPARATION, STRUCTURAL, TRENCH EXCAVATION AND BACK FILL, MATERIAL TESTING, TOGETHER WITH PLACEMENT OF FILL. SAID ENGINEER SHALL CERTIFY IN WRITING, THAT ALL SOILS OPERATIONS AND MATERIALS USED FOR THIS DEVELOPMENT WERE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS AS SET FORTH IN THE GEOTECHNICAL AND SOILS REPORT OF RECORD AND ARE IN CONFORMANCE WITH THE ACCEPTED PLANS AND SPECIFICATIONS.
17. IT SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER(S), THEIR SUCCESSORS OR ASSIGNS, (AND/OR THEIR CONTRACTOR, THEIR SUCCESSORS OR ASSIGNS AS APPLICABLE) TO PURSUE ANY NEGOTIATIONS, OBTAIN ANY AGREEMENTS AND/OR PERMITS, ETC, FROM ALL NECESSARY OWNERS, PRIVATE AND/OR GOVERNMENTAL AGENCIES IN CHARGE OF PROPERTIES AND/OR RIGHTS-OF-WAY ADJACENT TO (OR NEIGHBORING) THIS PROJECT, THAT MAY BE REQUIRED TO DO ANY WORK (CONSTRUCTION, ACCESS, MODIFICATIONS, GRADING, DRAINAGE, STRUCTURES, ROADS, ETC.) ENCROACHING OR AFFECTING – DIRECTLY OR INDIRECTLY – ON THESE ADJACENT PROPERTIES AND RIGHTS-OF-WAY IN ANY CONCEIVABLE MANNER, REGARDLESS OF WHETHER OR NOT THIS WORK IS SHOWN OR DESCRIBED ON THESE PLANS.
18. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAUL AND SUPPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE GRADING CONSTRUCTION PRICE.
19. ALL ELEVATIONS SHOWN ON THIS PLAN ARE ELEVATIONS OF FINAL FINISHED IMPROVEMENTS.
20. ANY UNDERGROUND PIPES, DRAINS, STRUCTURES, OR OBSTRUCTIONS NOT SHOWN ON THESE PLANS SHALL BE MOVED, ALTERED, OR REPAIRED BY THE CONTRACTOR WHEN ENCOUNTERED, AS DIRECTED BY THE ENGINEER, AND IS A DEFINITE PART OF THIS PROJECT.
21. A QUALIFIED REGISTERED ENGINEER MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS PRIOR TO REQUEST OF FINAL INSPECTION/CERTIFICATION OF OCCUPANCY OR RELEASE OF ASSURANCES, OR MODULAR PERMITS.
22. ALL CHANGES TO THESE PLANS MUST BE CLEARED BY THE TOWN OF MARANA ENGINEER PRIOR TO CONSTRUCTION.
23. NATIVE PLANTS MUST BE FLAGGED AND PROTECTIVE FENCING MUST BE INSTALLED AS REQUIRED BY THE NATIVE PLANT PRESERVATION PLAN PRIOR TO ANY GRADING ACTIVITY.
24. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A "REDLINED" SET OF IMPROVEMENT PLANS INDICATING ANY REVISIONS TO THE ACCEPTED PLANS AND SPECIFICATIONS AND/OR ANY FIELD DESIGN REVISIONS, IN ACCORDANCE WITH P.A.G. SPECIFICATION SECTION 107-25.
25. IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANY TIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND THE REPATRIATION COORDINATOR AT THE ARIZONA STATE MUSEUM MUST BE CONTACTED IMMEDIATELY, PURSUANT TO A.R.S. §41-865.
26. CONTRACTOR SHALL CALL BLUE STAKE (1-800-782-5348) TO VERIFY LOCATION OF ALL UTILITIES A MINIMUM OF FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION
27. PAVEMENT, CURBS, AND ANY OTHER OBSTRUCTIONS WITHIN THE PATH OF CONSTRUCTION ARE TO BE REMOVED BY THE CONTRACTOR.
28. A PNEUMATIC ROLLER SHALL BE INCLUDED IN THE ASPHALT ROLLING PATTERN.
29. PAVEMENT SECTION DESIGN IS IN ACCORDANCE WITH THE APPROVED GEOTECHNICAL REPORT PREPARED BY PATTISON ENGINEERING, LLC. PROJECT NUMBER 18-0985 (T.O.M.#1811-001).
30. ALL DRAINAGE INFRASTRUCTURES, INDICATED ON THE PLANS, ARE IN ACCORDANCE TO THE APPROVED DRAINAGE REPORT APPROVED BY DEVELOPMENT SERVICES DEPARTMENT.
31. THE TOWN OF MARANA SHALL NOT BE HELD LIABLE FOR ANY ERRORS AND/OR OMISSIONS ON THESE PLANS. ITEMS NOT MEETING TOWN STANDARDS SHALL BE REPAIRED/REPLACED AT NO COST TO THE TOWN.
32. THE ENGINEER OF RECORD SHALL SUBMIT TO THE CITY FOR REVIEW ANY CHANGES TO THE APPROVED PLANS PRIOR TO CONSTRUCTION. ADDITIONALLY, THE ENGINEER OF RECORD SHALL CERTIFY ALL CHANGES MEETING ALL APPLICABLE STANDARDS, CODES, AND ORDINANCES.

THE SEAL OF PIMA COUNTY ARIZONA

P20SD00062-CA
Approved 08/24/2020

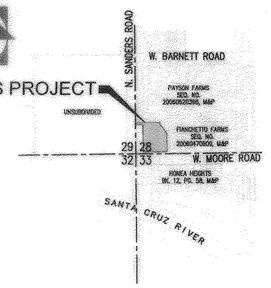
PUBLIC PAVING AND SEWER IMPROVEMENT PLAN
FOR
SC RANCH
LOTS 1-54 AND COMMON AREAS "A" & "B"
ENG2004-001
S-2020-009

S-2020-009



SHEET INDEX

1 COVER SHEET
2 NOTES, TYPICAL SECTIONS & DETAILS
3 EMERGENCY ACCESS ROAD
4 PEONY DRIVE
5 ONG DRIVE
6 RED ORCHID STREET
7 DETAILS & SECTIONS
8 SEWER NOTES & DETAILS
9 SIGNING AND PAVEMENT MARKING PLAN



LOCATION MAP

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

LEGEND

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

SEWER QUANTITIES

DESCRIPTION	QTY	UNIT
5' DIA. POLYMER MH CONSTRUCT OVER EXISTING SEWER	AB 1	EA.
4' DIA. MH PER RWRD 205	AB 10	EA.
8" PVC (SDR 35) SEWER MAIN	AB 1740.00	L.F.
8" PVC (C-900) SEWER MAIN	AB 347.15	L.F.
4" PVC HCS	AB 1720.68	L.F.
4" CLEAN OUT	AB 54	EA.
24" WATERTIGHT FRAME & COVER PER RWRD 214	AB 1	EA.
CONCRETE COLLAR FOR UNPAVED AREAS PER RWRD 212	AB 2	EA.

HCS BACWATER VALVES

NO BACKWATER VALVES REQUIRED FOR THIS PROJECT

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

BASIS OF BEARINGS:

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

BASIS OF ELEVATION:

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

OWNER

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

DEVELOPER

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

CIVIL ENGINEER

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

REGISTERED LAND SURVEYOR CERTIFICATE NO. 47373 JOSHUA S. MOYSES 06-14-21 ARIZONA U.S.A. EXPIRES 03/31/23

AS-BUILT CERTIFICATION:

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

JOSHUA S. MOYSES — 06-14-21
REGISTERED LAND SURVEYOR — DATE
47373 — —
REGISTRATION NUMBER — EXPIRES

ACCEPTED

PE — 22Jun202
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER — DATE

6-21-2020
MARANA PLANNING DIRECTOR — DATE

6-9-2020
NORTHWEST FIRE DISTRICT — DATE

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

Arizona Professional Engineer (Civil) CERTIFICATE 16245 PATRICK W. MARUM DATE EXPIRES 5/14/20

NO.	DATE	REVISION	BY	CHKD.	APPR.

SC RANCH
LOTS 1-54 AND COMMON AREAS "A" & "B"
PUBLIC PAVING AND SEWER IMPROVEMENT PLAN

1 OF 9

DRWN. BY LWH 20 20
DSGN. BY LWH 20 20
CHKD. BY PWH 20 20
REF. PRV2002-001 PSZ-02065
SCALE: 1"=80'
PLAN NO. ENG2004-001 S-2020-009

DWG: N:\2019\19059 - SC Ranch - LGI Homes\Drawings\Plat Sets\Final\Plat#1\19059-PS-01.dwg USER: Brannon DATE: May 06, 2020
XREFS: MAS-BDR IM KEYNOTES PSZ SSW SSV MAS 19059-LS

EXHIBIT A

AS-BUILT COPY

Council-Regular Meeting **C2**

Meeting Date: 12/07/2021

To: Mayor and Council

From: David Udall, Associate Town Attorney

Date: December 7, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-152: Relating to the Marana Regional Airport; approving and authorizing the Mayor to sign the First Amendment to Marana Regional Airport Lease Agreement with The J.D. Russell Company for the lease of approximately 0.26 additional acres of real property located at the Marana Regional Airport, 11700 West Avra Valley Road (David L. Udall)

Discussion:

On June 17, 2020, the Town of Marana entered into a lease agreement with The J.D. Russell Company (J.D. Russell) allowing J.D. Russell to lease approximately 35,588 square feet or 0.817 acres generally located on the east side of the Marana Regional Airport for aeronautical uses, as those uses are defined and approved by the United States Federal Aviation Administration (FAA). Pertinent terms of the lease agreement included a 25-year lease term with a ten-year renewal option, rent starting at $0.45 per square foot per year with rent adjustments occurring every three years based on the cumulative amount of any percentage change in the Consumer Price Index for all Urban Consumers, and required timelines for development of the property.

J.D. Russell wishes to expand the leased area to cover an additional 11,388 square feet or .26 acres, as depicted on the Location Map attached to these agenda materials. If approved, this item would authorize the Mayor to sign an amendment to the original lease agreement adding approximately 11,388 square feet or .26 acres to the lease. All other terms and conditions of the original lease would remain the same.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	N

Amount: $5,125

This amendment will result in additional annual revenues of $5,125.

Staff Recommendation:

Staff recommends approval of the First Amendment to Marana Regional Airport Lease Agreement.

Suggested Motion:

I move to adopt Resolution No. 2021-152 approving and authorizing the Mayor to sign the First Amendment to Marana Regional Airport Lease Agreement with The J.D. Russell Company for the lease of approximately 0.26 additional acres of real property located at the Marana Regional Airport.

Attachments

Resolution No. 2021-152

Exhibit A

Location Map

MARANA RESOLUTION NO. 2021-152

RELATING TO THE MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT TO MARANA REGIONAL AIRPORT LEASE AGREEMENT WITH THE J.D. RUSSELL COMPANY FOR THE LEASE OF APPROXIMATELY 0.26 ADDITIONAL ACRES OF REAL PROPERTY LOCATED AT THE MARANA REGIONAL AIRPORT, 11700 WEST AVRA VALLEY ROAD

WHEREAS the Town of Marana owns the Marana Regional Airport located at 11700 W. Avra Valley Road, Marana, Arizona 85653 (the "Airport"); and

WHEREAS A.R.S. § 28-8411 authorizes the Town Council to undertake all activities necessary to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate and regulate the Airport; and

WHEREAS on June 16, 2020, the Town Council approved Marana Resolution No. 2020-066, authorizing the Mayor to sign the Marana Regional Airport Lease Agreement with The J.D. Russell Company ("J.D. Russell") to allow J.D. Russell to use approximately 35,588 square feet or 0.817 acres generally located on the east side of the Airport for aeronautical uses, as those uses are defined and approved by the United States Federal Aviation Administration ("FAA"); and

WHEREAS the Mayor and Council find that entering into the First Amendment to Marana Regional Airport Lease Agreement with J.D. Russell to expand the leased area by approximately 11,388 square feet or 0.26 acres is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, as follows: The First Amendment to Marana Regional Airport Lease Agreement between the Town of Marana and The J.D. Russell Company, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 7th day of December, 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

FIRST AMENDMENT TO MARANA REGIONAL AIRPORT LEASE AGREEMENT

This FIRST AMENDMENT TO MARANA REGIONAL AIRPORT LEASE AGREEMENT (this "First Amendment") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Lessor"), and THE J.D. RUSSELL COMPANY, a Michigan corporation (the "Lessee"). The Lessor and Lessee are sometimes collectively referred to as the "Parties," either one of which is sometimes individually referred to as a "Party."

RECITALS

A. Lessor and Lessee are parties to that certain lease agreement entitled "Marana Regional Airport Lease Agreement" made and entered into on June 17, 2020, (the "Lease"), by which Lessor leases to Lessee a certain portion of real property located at the Marana Regional Airport, 11700 West Avra Valley Road, Town of Marana, County of Pima, State of Arizona (the "Property").

B. The Property is more particularly described in the legal description and map attached to and incorporated by reference within the Lease as Exhibit A.

C. Article 31 of the Lease provides that the Lease may not be modified except in writing by the Parties.

D. The Parties desire to amend the Lease to add additional real property to the Property that is the subject of the lease, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this First Amendment as though fully restated here, and the mutual covenants set forth in the Lease and this First Amendment, the Parties hereby agree as follows:

1. *Leased Property*. Article 1 ("Leased Property") of the Lease is hereby amended to revise the description of the Property that is the subject of the Lease to add a parcel of land consisting of approximately 11,388 square feet or .26 acres, as described and depicted in the legal description and map attached to this First Amendment as Exhibit 1, and incorporated by this reference within the Lease. The addition of this parcel to the Property increases the acreage of the Property from approximately 35,588 square feet or .817 acres to approximately 46,976 square feet or 1.077 acres.

2. *Effective Date of First Amendment*. This First Amendment shall be effective as of the date of the signature of the last Party to sign this First Amendment.

3. *Recordation*. This First Amendment will not be recorded.

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

5. *Entire Agreement*. This First Amendment constitutes the entire agreement between the parties pertaining to the subject matter of this First Amendment. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged in this First Amendment.

6. *Severability*. If any provision of this First Amendment is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this First Amendment, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this First Amendment a provision as similar in terms to the illegal, invalid or unenforceable provisions as may be possible and still be legal, valid and enforceable, and this First Amendment shall be deemed reformed accordingly.

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

8. *Interpretation*. This First Amendment has been negotiated by Lessor and Lessee, and neither Party shall be deemed to have drafted this First Amendment for purposes of construing any portion of this First Amendment for or against any Party.

[Signature Page Follows]

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

The "TOWN":
TOWN OF MARANA, an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date:_____

The "LESSEE":
THE J.D. RUSSELL COMPANY, a Michigan corporation

By: Nicholas H Danna
Nicholas H. Danna, President/CEO

Date: October 12, 2021

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

STATE OF Arizona)
ss.
County of Pima)

The foregoing instrument was acknowledged before me on Oct 12, 2021 by Nicholas H. Danna, the President/CEO of THE J.D. RUSSELL COMPANY, a Michigan corporation, on behalf of the corporation.

(Seal)

Pamela M. Reuser
Notary Public - ARIZONA
PIMA COUNTY
Commission No. 598610
Commission Expires 4/14/2025

Pamela M Reuser
Notary Public

Pamela M. Reuser
Notary Public - ARIZONA
PIMA COUNTY
Commission No. 598610
My Commission Expires 4/14/2025

LIST OF EXHIBITS

Exhibit 1: Legal Description and Map of 11,388 Square Foot Parcel Added to Leased Property

CYPRESS CIVIL
SITE CONSULTING
SURVEY
SITE ENGINEERING

Job No. 21.080

June 4, 2021

LEGAL DESCRIPTION – LEASE PARCEL

That portion of the parcel described in Docket 11122 at Page 1560, Pima County Records, located in the Northwest quarter of Section 10, Township 12 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at the West one-quarter corner of said Section 10, said point being a 2" brass cap stamped "T.O.M.", from which the Center one-quarter corner of said Section 10 bears North 89°24'46" East at 2,638.51 feet distant, said point being 2" brass cap stamped "T.O.M.";

Thence, North 89°24'46" East, 2142.14 feet, upon the South line of the Northwest quarter of said Section 10;

Thence, North 00°35'14" West, 1798.65 feet to an 80d nail, tagged "LS 24530" at the South corner of the "5 Acre Plot" Parcel, as described in that non-recorded Legal Description by Aztec Land Surveying Inc., dated 5/22/2020, being the **Point of Beginning;**

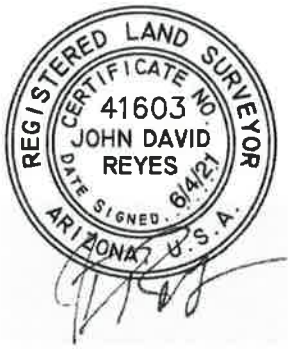
Thence, upon the Southeast line of said "5 Acre Plot" Parcel, to a ½" rebar tagged "LS 24530", to the East corner thereof, North 45°06'10" East, 284.70 feet;

Thence, South 44°53'50" East, 40.00 feet;

Thence, South 45°06'10" West, 284.70 feet;

Thence, North 44°53'50" West, 40.00 feet to the **Point of Beginning.**

The area of said parcel contains 11,388.0 square feet or 0.26 acres, more or less.

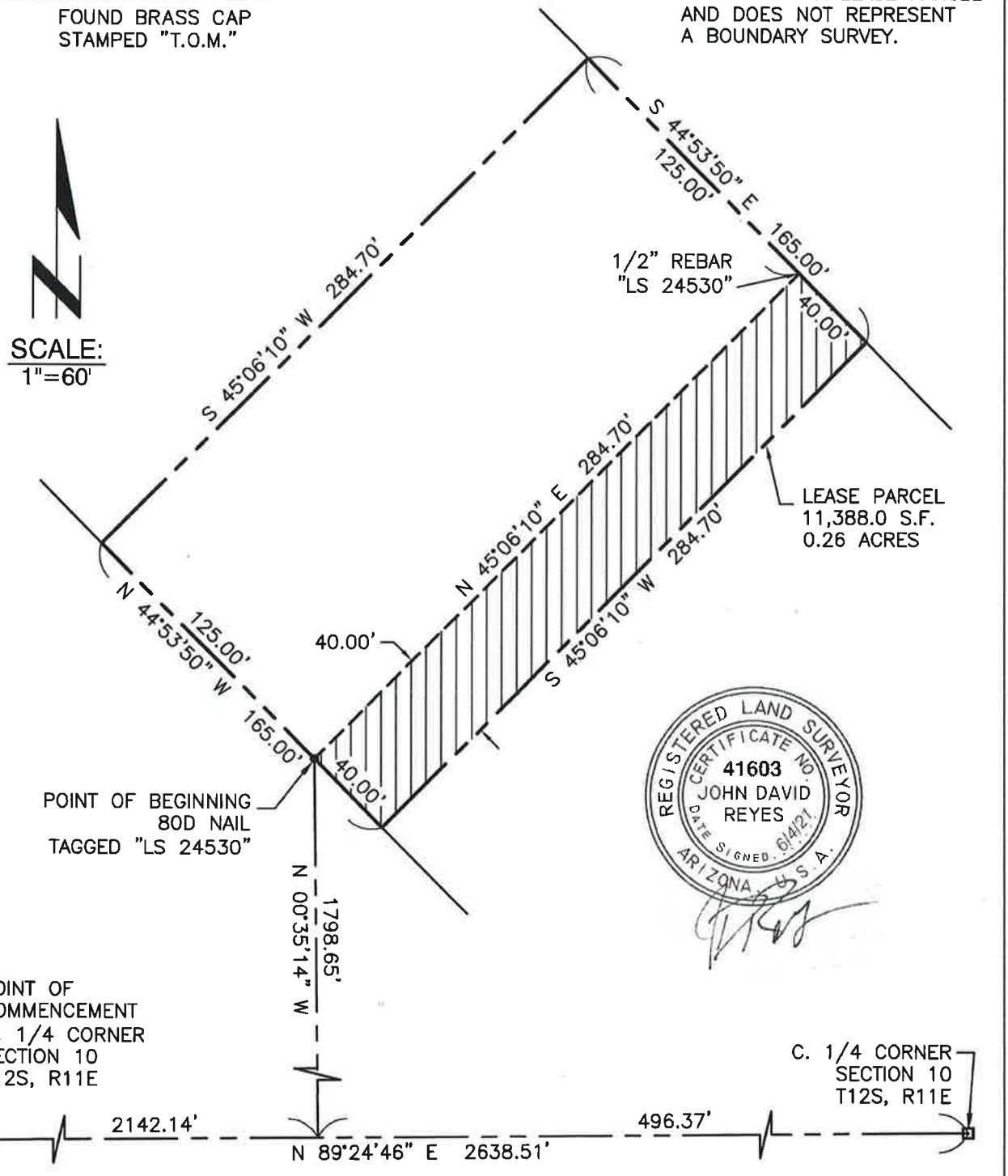


Received
Oct 12, 2021
Nicholas Dianna

LEGEND

▫ FOUND BRASS CAP STAMPED "T.O.M."

NOTE: THIS MAP IS INTENDED TO PORTRAY A LEASE PARCEL AND DOES NOT REPRESENT A BOUNDARY SURVEY.



REGISTERED LAND SURVEYOR
CERTIFICATE NO. 41603
JOHN DAVID REYES
DATE SIGNED 6/4/21
ARIZONA U.S.A.

CYPRESS CIVIL
2030 e speedway blvd
suite #110
tucson, arizona
85719
ph: 520.499.2456
e: info@cypresscivil.com

A LEASE PARCEL
OVER A PORTION OF THE N.W. 1/4 OF SECTION 10,
T.12 S., R.11 E., G.& S.R.M., PIMA COUNTY, AZ

PROJECT NO. 21.080	JUNE 4, 2021

Received
12, 2021
Nicholas Marina



Printed by: bcanale Path: U:\Airport\COGO\FIRST_AMENDMENT_TO_MRA_LEASE\MRA_Lease_Agreement_First_Amendment_Area.mxd © Town of Marana 11/19/2021

Council-Regular Meeting **C3**

Meeting Date: 12/07/2021

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: December 7, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-153: Relating to Development; approving a final plat for Marana Center Tract A, Lots 1 and 2 located east of Interstate 10 and southeast of Twin Peaks Road (Brian D. Varney)

Discussion:

Request
QuikTrip Corporation and The WLB Group, Inc. are requesting approval of a final plat for Marana Center Tract A, Lots 1 and 2, a two lot commercial subdivision of approximately 50 acres.

On January 19, 2016, the Marana Town Council adopted Resolution No. 2016-003, approving a final plat for Marana Center Parcel 1 Re-subdivision, Tract A and Lots 1 and 2 of Marana Center Parcel 1 (the "Marana Center Parcel 1 Re-subdivision"). On October 17, 2017, the Council subsequently adopted Resolution No. 2017-097, approving a final plat for Marana Center II, Lots 1-3, which re-platted Lots 1 and 2 of the Marana Center Parcel 1 Re-subdivision. The 2017 plat did not affect Tract A of the Marana Center Parcel 1 Re-subdivision.

The property owner is now proposing to re-subdivide Tract A of the Marana Center Parcel 1 Re-subdivision into Lots 1 and 2 to facilitate the sale of approximately 2.2 acres to the QuikTrip Corporation.

Location
The proposed plat encompasses approximately 50 acres generally located east of

Interstate 10 and southeast of Twin Peaks Road within the Marana Center commercial development.

Zoning
The plat area is located within the Marana Spectrum Specific Plan area.

Access and Traffic Circulation
The plat area is accessible from all three adjacent roadways: Twin Peaks Road, Marana Center Boulevard, and Linda Vista Boulevard.

Utilities
The subdivision will be served by Marana Water. Sewer service will be provided by Pima County Wastewater. Northwest Fire District, Tucson Electric Power, and Southwest Gas will provide their respective services.

Staff Recommendation:

Staff has reviewed the proposed final plat against the requirements of the Marana Spectrum Specific Plan, as well as the Marana Town Code and the Marana General Plan. The proposed plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2021-153 approving a final plat for Marana Center Tract A, Lots 1 and 2.

Attachments

Resolution No. 2021-153
PRV2109-002 MC Final Plat
PRV2109-002 MC Map
PRV2109-002 MC App

MARANA RESOLUTION NO. 2021-153

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR MARANA CENTER TRACT A, LOTS 1 AND 2 LOCATED EAST OF INTERSTATE 10 AND SOUTHEAST OF TWIN PEAKS ROAD

WHEREAS, on May 6, 2014, the Marana Town Council adopted Ordinance No. 2014.010, approving the amended Marana Spectrum Specific Plan; and

WHEREAS, on August 5, 2014, the Marana Town Council adopted Resolution No. 2014-073, approving a subdivision plat in the Marana Spectrum Specific Plan area, known as Marana Center Final Block Plat Parcels 1-5; and

WHEREAS, on January 19, 2016, the Marana Town Council adopted Resolution No. 2016-003, approving a final plat for Marana Center Parcel 1 Re-subdivision Tract A and Lots 1 and 2 of Marana Center Parcel 1; and

WHEREAS QuikTrip Corporation and The WLB Group, Inc., representing the property owner, have applied for approval of a final plat for a two lot commercial subdivision being a re-subdivision of Tract A of Marana Center Parcel 1 Re-subdivision Tract A and Lots 1 and 2 of Marana Center Parcel 1; and

WHEREAS the Mayor and Town Council, at its December 7, 2021 meeting, determined that the final plat for Marana Center Tract A, Lots 1 and 2 should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for Marana Center Tract A, Lots 1 and 2 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of December, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION = 2,179,495 SQ.FT. OR 50.0343 ACRES, MORE OR LESS.
2. THE PROJECT IS LOCATED WITHIN THE MARANA SPECTRUM SPECIFIC PLAN, ORDINANCE NO. 2007.19, AMENDED ORDINANCE NO. 2014.010.
3. THE NUMBER OF LOTS IS 2, THE GROSS AREA FOR LOT 1 IS 95,882 SQ. FT. OR 2.201 ACRES, MORE OR LESS. THE GROSS AREA FOR LOT 2 IS 2,083,613 SQ. FT. OR 47.833 ACRES MORE OR LESS.
4. THE MAXIMUM BUILDING HEIGHT IS 50 FEET; 65 FEET; AND 75 FEET PER THE MARANA SPECTRUM SPECIFIC PLAN.
5. MINIMUM BUILDING SETBACKS SHALL BE PER THE MARANA SPECTRUM SPECIFIC PLAN.
6. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA, TOWN COUNCIL.
7. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
8. 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.
9. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
10. NO NEW STREETS WILL BE CONSTRUCTED.
11. THE NUMBER OF MILES OF NEW ROAD, PUBLIC OR PRIVATE, IS 0.
12. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY. A PORTION OF THE REQUIRED LANDSCAPE BUFFER, ALONG TWIN PEAKS, WILL BE PROVIDED WITHIN THE PUBLIC RIGHT-OF-WAY, WITH APPROVAL OF THE APPROPRIATE LICENSE AGREEMENT AND RIGHT-OF-WAY USE PERMIT, BY THE TOWN OF MARANA.
13. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER DEPARTMENT SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. §45-576, MARANA WATER WILL BE THE WATER PROVIDER.
14. THIS PROJECT IS LOCATED IN FLOOD ZONE X, AREA OF MINIMAL FLOODING AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY LETTER OF MAP REVISION (LOMR), CASE NO. 08-09-1641R WITH AN EFFECTIVE DATE OF NOVEMBER 9, 2016.
15. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
16. EXISTING AT&T BLANKET EASEMENT PER BOOK 103 OF MISCELLANEOUS, PAGE 225 MAY AFFECT THIS PLAT.
17. DEVELOPMENT WITHIN THE PLAT AREA IS SUBJECT TO THE MARANA SPECTRUM DEVELOPMENT AGREEMENT AND SUBSEQUENT AMENDMENTS INCLUDING THOSE ADOPTED UNDER MARANA RESOLUTION NO'S. 2007-229, 2010-080, AND 2013-110.

ASSURANCES

ASSURANCES ARE NOT REQUIRED
THE TOWN OF MARANA DOES NOT REQUIRE THE SUBDIVIDER TO PROVIDE SUBDIVISION ASSURANCES FOR THIS SUBDIVISION. ANY SUBDIVISION IMPROVEMENTS REQUIRED BY ARIZONA REVISED STATUTES SECTION 9-463.01 (C)(8) AND MARANA TOWN CODE SECTION 17-5-4 HAVE BEEN PROVIDED.

BY _____ _____
TOWN OF MARANA DATE

BASIS OF BEARINGS

THE CENTERLINE OF MARANA CENTER BOULEVARD, PER SEQUENCE 20142340180, P.C.R., SHOWN HEREON AS BEARING N42°16'52"W.

BASIS OF ELEVATION

PIMA COUNTY OPUS CONTROL POINT 12S12S-P17, BEING A ½" REBAR +/- 42.4 FEET SOUTH OF THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 12 EAST G.&S.R.M. ELEVATION = 2154.19' (NAVD88 DATUM - CITY OF TUCSON - TOWN OF MARANA)

TOWN OF MARANA APPROVALS

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

BY _____ ____
MARANA PLANNING MANAGER DATE

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT APPROVAL

BY _____ ____
PCRWRD DIRECTOR DATE

CERTIFICATION

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

BY _____ ____
CLERK OF THE TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

BY _____ ____
MARANA WATER DIRECTOR DATE

DEDICATION

UTILITY EASEMENTS AS SHOWN ON THIS PLAT, 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.

OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSES NOTED 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, 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.

VP MARANA INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: VINTAGE PARTNERS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,
ITS: MANAGER

BY: EDWARD & COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,
ITS: ADMINISTRATIVE MEMBER

BY: _____
MARK E. ORTMAN, JR., ITS MANAGER

VP MARANA INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY

ACKNOWLEDGEMENT

STATE OF _____)
)S.S.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, BY_____ THE _____ OF EDWARD & COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE ADMINISTRATIVE MEMBER OF VINTAGE PARTNERS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE MANAGER OF VP MARANA INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF SUCH COMPANIES.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____.

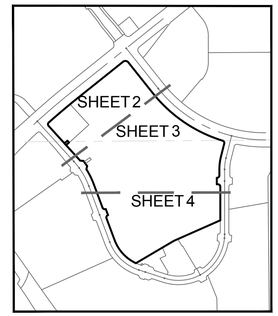
MY COMMISSION EXPIRES _____.

RECORDING

Sequence_____
Fee_____
State of Arizona
County of Pima
I hereby certify that the instrument was filed for record at the request
Of The WLB Group, Inc.
Date_____
Time_____
Witness my hand and Official Seal
day and year above written.
GABRIELLA CÁZARES-KELLY, County Recorder
BY_____
Deputy

OWNER

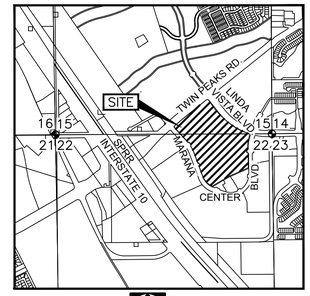
VP MARANA INVESTMENTS, LLC
2502 E. CAMELBACK ROAD SITE 214
PHOENIX, ARIZONA 85016-4284
PHONE: 602-955-9222
EMAIL: INFO@VINTAGEVP.COM



SHEET INDEX MAP

N.T.S

SHEET 1..... COVER PAGE
SHEET 2-4..... PLAN SHEETS
SHEET 5..... WATER & SEWER EASEMENT DETAIL



SCALE 3"=1' MILE

LOCATION PLAN

A PORTION OF SECTIONS 15 & 22, T. 12 S., R. 12 E., G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- PROPERTY LINE
- CENTER LINE
- SECTION LINE
- FOUND MONUMENT TAGGED RLS 27239
- PROPERTY CORNER TO BE SET BY AN ARIZONA RLS
- SECTION CORNER / QUARTER SECTION CORNER
- FND IR TAGGED LS 27239 OR OTHERWISE NOTED.
- SHEET MATCHLINE

CERTIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE FLOODPRONE LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.

_____
DAVID W. LITTLE P.E. NO 36234

Registered Professional Engineer (Civil) CERTIFICATE NO. 36234 DAVID W. LITTLE 11-24-21 Date Signed ARIZONA U.S.A.

CERTIFICATION

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

_____
PETER D. COTE RLS NO. 44121

REGISTERED LAND SURVEYOR CERTIFICATE NO. 44121 PETER D. COTE 11-24-21 Date Signed ARIZONA U.S.A.

FINAL PLAT

MARANA CENTER TRACT A

LOTS 1 AND 2

BEING A RE-SUBDIVISION OF TRACT "A" OF MARANA CENTER, PARCEL 1 RE-SUBDIVISION, AS RECORDED IN SEQUENCE 20160220176, IN THE OFFICE OF THE PIMA COUNTY RECORDER, WITHIN THE SOUTH HALF OF SECTION 15, AND THE NORTH HALF OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

PROJECT NO. PRV2109-002
PCZ-06087; PRV14013F AND PRV1510-001

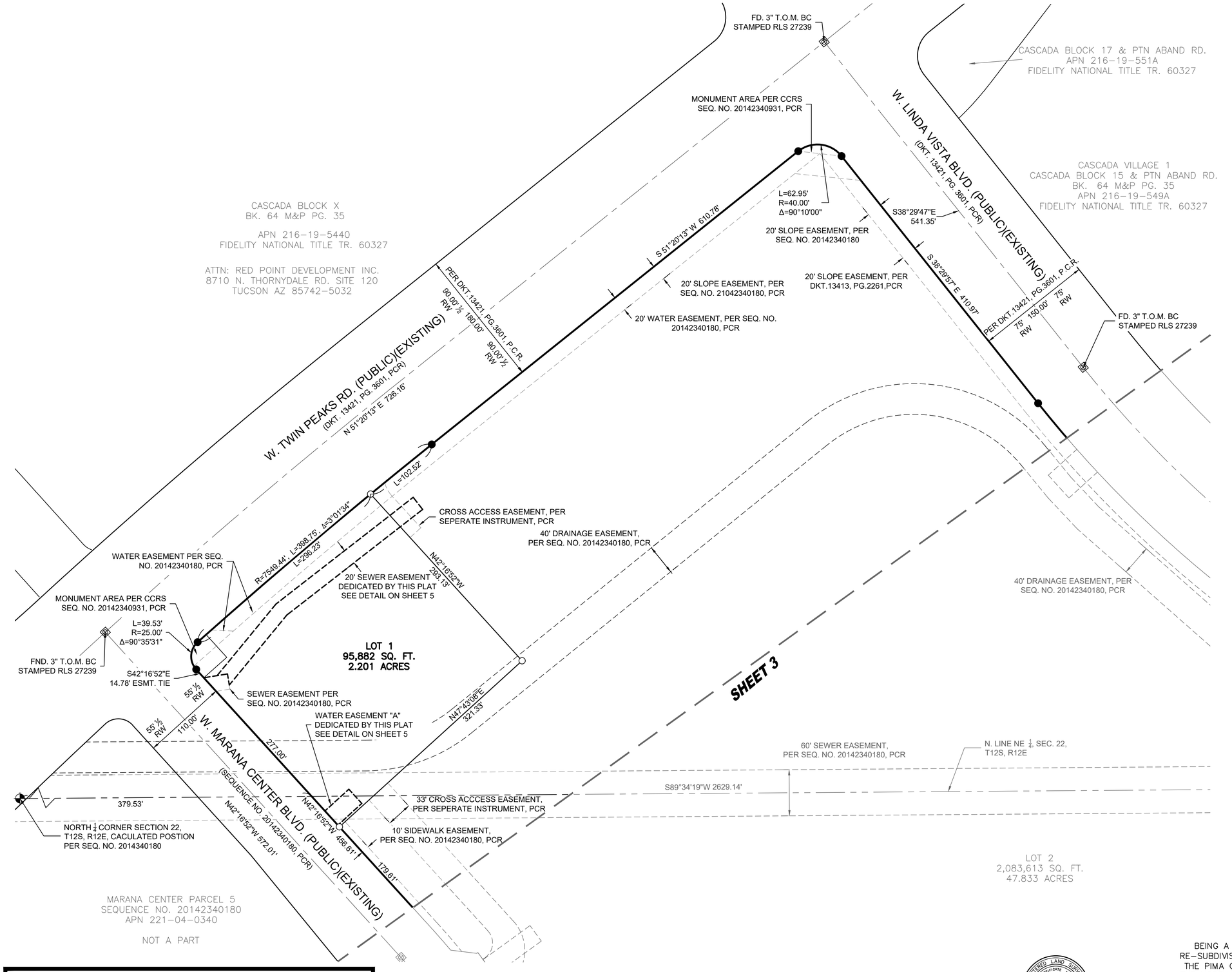
The WLB Group INC. WLB
Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson , Phoenix, Flagstaff, and Las Vegas, NV.
1600 W Broadway Rd, Ste. 150
Tempe Az. 85282 PH.(480) 736-1600

ADMINISTRATIVE ADDRESS FOR THIS PROJECT IS 6397 W. LINDA VISTA BLVD, TUCSON, AZ 85742

WLB JOB NO. 121005-A-003 AUGUST 2021 SHEET 1 OF 5

SEQUENCE NUMBER:

G:\121005 - CIP\ATV\04 Plotting\06 Fnl Plat\14-15\14_Final Plat.dwg



SEQUENCE NUMBER:

The WLB Group Inc. **WLB**

Engineering • Planning • Surveying
Landscape Architecture • Urban Design

Offices located in: Tucson , Phoenix, Flagstaff, and Las Vegas, NV.
1600 W Broadway Rd, Ste. 150
Tempe Az. 85282 PH.(480) 736-1600

0' 60' 120' 180'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D. COTE
U.S.A.
12-28-21

FINAL PLAT

MARANA CENTER TRACT A

LOTS 1 AND 2

BEING A RE-SUBDIVISION OF TRACT "A" OF MARANA CENTER, PARCEL 1 RE-SUBDIVISION, AS RECORDED IN SEQUENCE 20160220176, IN THE OFFICE OF THE PIMA COUNTY RECORDER, WITHIN THE SOUTH HALF OF SECTION 15, AND THE NORTH HALF OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

PROJECT NO. PRV2109-002
PCZ-06087; PRV14013F AND PRV1510-001

WLB JOB NO. 121005-A-003 AUGUST 2021 SHEET 2 OF 5

SEQUENCE NUMBER:

D:\121005 - GT\ATA\04 Plotting\06 Final\1in=1ATA_Final Plot.dwg

CASCADA VILLAGE 1
BK. 64 M&P PG.35
APN 216-19-549A
FIDELITY NATIONAL TITLE
TR. 60327

W. LINDA VISTA BLVD. (PUBLIC) (EXISTING)
(DKT. 13421, PG. 3601, PCR)

CASCADA VILLAGE 1
BK. 64 M&P PG. 35

APN 216-19-5460
FIDELITY NATIONAL TITLE TR. 60327

DRAINAGE EASEMENT PER DOCKET 13413,
PG. 2286 & DOCKET 13421, PG.3643, PCR

40' DRAINAGE EASEMENT, PER
SEQ. NO. 20142340180, PCR

L=904.75', R=1507.39', Δ=34°23'22"

PER DKT.13421, PG.3601, P.C.R.
75' RW
150.00'
75' RW

L=1297.29', R=1432.39',
Δ=51°53'30"

LOT 1
95,882 SQ. FT.
2.201 ACRES

SHEET 2

FND. 3" T.O.M. BRASS CAP
TAGGED RLS 27239

MONUMENT AREA PER CCRS
SEQ. NO. 20142340931, PCR

NORTHWEST CORNER
SECTION 22 MAG NAIL

60' SEWER EASEMENT,
PER SEQ. NO. 20142340180, PCR

N. LINE NE ¼, SEC. 22,
T12S, R12E

DRAINAGE EASEMENT PER DOCKET 13413, PG.
2286 & DOCKET 13421, PG. 3643, PCR

S89°34'19"W 2629.14'

SEWER EASEMENT PER SEQ.
NO. 20142340180, PCR

L=37.96'
R=25.00'
Δ=87°00'28"

S14°07'23"W
241.74'

S14°07'23"W 143.86'

LOT 2
2,083,613 SQ. FT.
47.833 ACRES

10 SIDEWALK EASEMENT,
PER SEQ. NO. 20142340180, PCR

FND. 3" T.O.M.
BRASS CAP TAGGED RLS 27239

55' ½ RW
55' ½ RW
110.00'

L=133.14'
R=540.00'
Δ=14°07'34"

L=119.58', R=485.00'
Δ=14°07'40"

L=36.43'
R=855.00'
Δ=02°26'28"
N82°55'04"W
34.15'

WATER EASEMENT "B"
DEDICATED BY THIS PLAT SEE
DETAIL ON SHEET 5

CROSS ACCESS EASEMENT, PER
SEPERATE INSTRUMENT, PCR

S54°00'16"W
1.87'

N35°59'44"W
68.00'

N54°00'16"E
1.87'

N10°55'35"E
34.15'

FND 3" T.O.M. BC
STAMPED RLS 27239

L=87.76', R=799.73'
Δ=6°17'10"

FND 3" TOM BC
STAMPED RLS 27239

R=799.73', Δ=15°32'39", L=216.96'

W. MARANA CENTER BLVD.
(PUBLIC) (EXISTING)
(SEQUENCE NO. 20142340180)

R=855.00', L=174.51', Δ=11°41'39"

MARANA CENTER
SEQ. 20160220176
TRACT A

APN 221-04-0310
VP MARANA INVESTMENTS,LLC
MARANA CENTER
SEQ. 20142340180
PARCEL 2
NOT A PART

FND. 3" T.O.M. BRASS CAP
TAGGED RLS 27239

L=39.27'
R=25.00'
Δ=90°00'00"

S89°59'48"W
2.00'

S00°00'12"E
64.68'

S0°00'12"E
123.68'

S00°00'12"E
68.00'

W. MARANA CENTER BLVD.
(PUBLIC) (EXISTING)
(SEQUENCE NO. 20142340180)

N89°59'48"E
12.00'

FND. 3" T.O.M.
BRASS CAP TAGGED RLS 27239

L=39.27'
R=25.00'
Δ=90°00'00"

90.00'
45' ½ RW
45' ½ RW

S0°00'12"E
683.69'

MARANA CENTER PARCEL 5
SEQ. 20142340180
APN 221-04-0340
NOT A PART

APN 221-04-0380
VP MARANA INVESTMENTS,LLC

FND 3" T.O.M. BC
STAMPED RLS 27239

110.00'
55' ½ RW
55' ½ RW

10' SIDEWALK EASEMENT,
PER SEQ. NO. 20142340180, PCR

SHEET 4

FINAL PLAT

MARANA CENTER TRACT A

LOTS 1 AND 2

BEING A RE-SUBDIVISION OF TRACT "A" OF MARANA CENTER, PARCEL 1 RE-SUBDIVISION, AS RECORDED IN SEQUENCE 20160220176, IN THE OFFICE OF THE PIMA COUNTY RECORDER, WITHIN THE SOUTH HALF OF SECTION 15, AND THE NORTH HALF OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

PROJECT NO. PRV2109-002
PCZ-06087; PRV14013F AND PRV1510-001

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D.
COTE
11-30-21

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1600 W Broadway Rd, Ste. 150
Tempe Az. 85282 PH.(480) 736-1600

0' 60' 120' 180'

WLB JOB NO. 121005-A-003 AUGUST 2021 SHEET 3 OF 5

SEQUENCE NUMBER:

SEQUENCE NUMBER:

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LOT 2
2,083,613 SQ. FT.
47.833 ACRES

W. MARANA CENTER BLVD. (PUBLIC) (EXISTING)
(SEQUENCE NO. 20142340180)

N20°27'25"W 322.83'

N20°27'25"W 263.83'

N69°32'35"E 2.00'

L=39.27'
R=25.00'
Δ=90°00'00"

N20°27'25"W 68.00'

N69°32'35"E 2.00'

L=39.27'
R=25.00'
Δ=90°00'00"

N20°27'25"W 248.61'

FND. 3" T.O.M. BRASS CAP TAGGED 27239

N20°27'25"W 307.61'

10' SIDEWALK EASEMENT, PER SEQ. NO. 20142340180, PCR

MARANA CENTER
SEQ. 20200850397
PARCEL 5 – LOT 2

NOT A PART

APN 221-04-034B
MARANA INVESTMENTS,LLC

FND. 3" T.O.M. BRASS CAP TAGGED 27239

110.00' R/W

L=336.32'
R=430.00'
Δ=44°48'59"

42' PRIVATE ACCESS EASEMENT PER SEQ. NO. 2015273646, PCR

PUBLIC UTILITY EASEMENT PER SEQ. NO. 20173000045, PCR

S59°30'00"W 463.58'

20' SEWER EASEMENT PER SEQ. NO. 20152730647, PCR

PUBLIC UTILITY EASEMENT PER SEQ. NO. 20173000045, PCR

Δ=51°40'50"
L=437.47', R=485.00'

FND IR TAGGED LS 22245

CENTURYLINK EASEMENT PER SEQ. NO. 20151590314, PCR

FND. 3" T.O.M. BRASS CAP TAGGED 27239

S72°08'18"E 70.25'

FND. 3" T.O.M. BRASS CAP TAGGED 27239

92' PRIVATE ACCESS EASEMENT PER SEQ. NO. 20113000045, PCR

S72°08'18"E 211.60'

Δ=45°57'44"
L=389.06', R=485.00'

FND. 3" T.O.M. BRASS CAP TAGGED 27239

MARANA CENTER
SEQ. 20142340180
PARCEL 4

NOT A PART

APN 221-04-0330
TUCSON PREMIUM OUTLETS

FND IR TAGGED LS 22245

S66°09'23"W 534.30'

MARANA CENTER II
SEQ. 20173000045
LOT 1

NOT A PART

APN 221-04-0390
HSL MARANA HOTEL OPPORTUNITY FUND, LLC

MARANA CENTER II
SEQ. 20173000045
LOT 2

NOT A PART

APN 221-04-0400
SHAHINIAN TR.

MARANA CENTER II
SEQ. 20173000045
LOT 3

NOT A PART

APN 221-04-0410
6390 MARANA LLC

10' SIDEWALK EASEMENT, PER SEQ. NO. 20142340180, PCR

45' R/W 45' R/W

90' R/W
PER SEQ. NO. 20142340180

W. MARANA CENTER BLVD. (PUBLIC) (EXISTING)
(SEQUENCE NO. 20142340180)

S00°00'12"E 353.88'

FND IR TAGGED LS 22245

S0°00'12"E 683.69'

FND. 3" T.O.M. BRASS CAP TAGGED 27239

L=40.00', R=485.00'
Δ=4°43'30"

FND. 3" T.O.M. BRASS CAP TAGGED 27239

Δ=57°10'40"
L=484.00', R=485.00'

FND. 3" TOM BRASS CAP TAGGED 27239

MARANA CENTER
SEQ. 20142340180
PARCEL 3

NOT A PART

APN 221-04-0320
HSL MARANA CENTER APARTMENTS, LLC

NORTHWEST CORNER SECTION 22 MAG NAIL

N89°29'06"E 2502.50' TIE

1027.65'

S00°30'54"E 2633.58'

1605.93'

PLSS EAST QUARTER SECTION

SEQUENCE NUMBER:

FINAL PLAT

MARANA CENTER TRACT A

LOTS 1 AND 2

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PROJECT NO. PRV2109-002
PCZ-06087; PRV14013F AND PRV1510-001

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D. COTE
11-30-21
ARIZONA U.S.A.

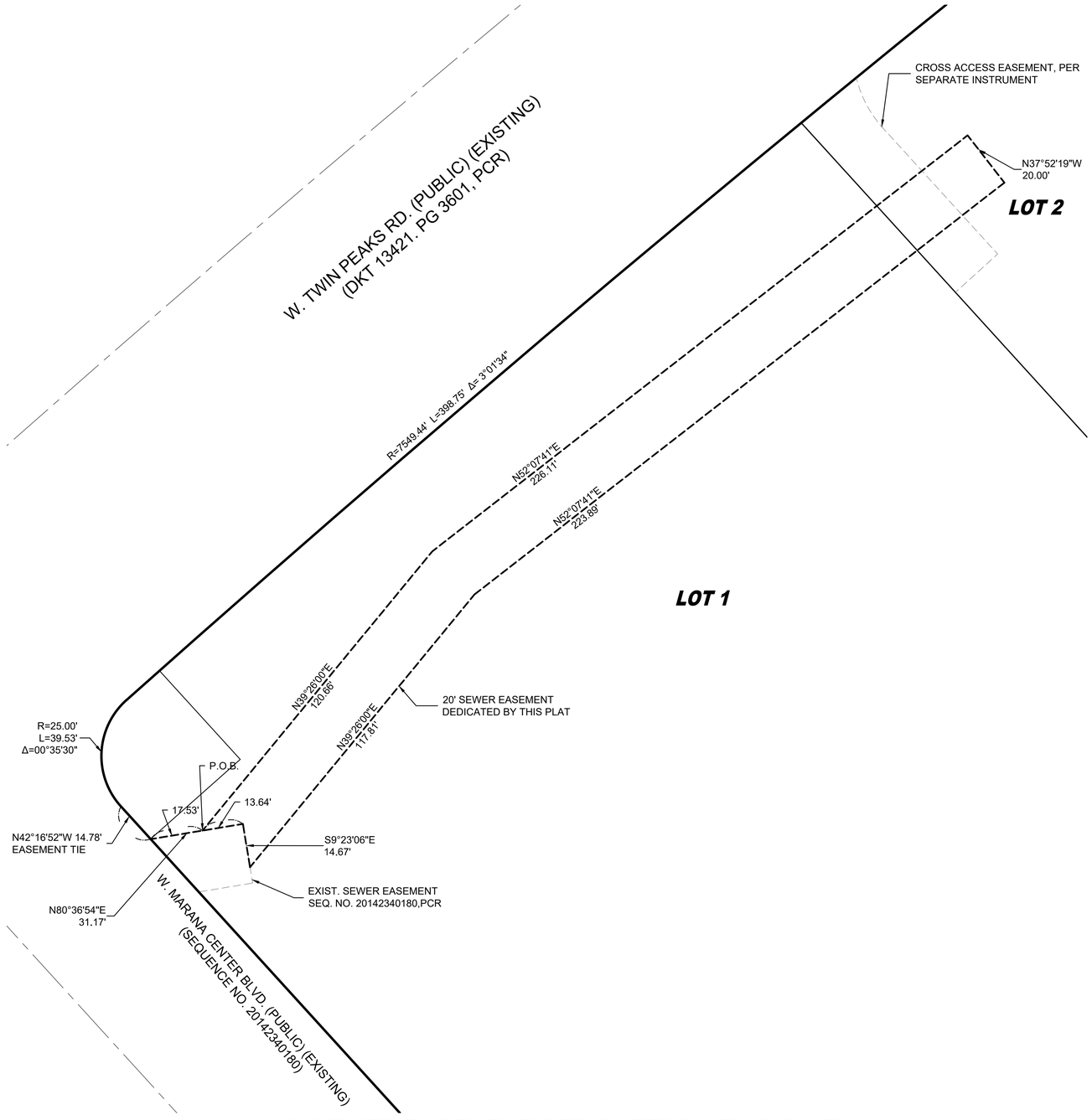
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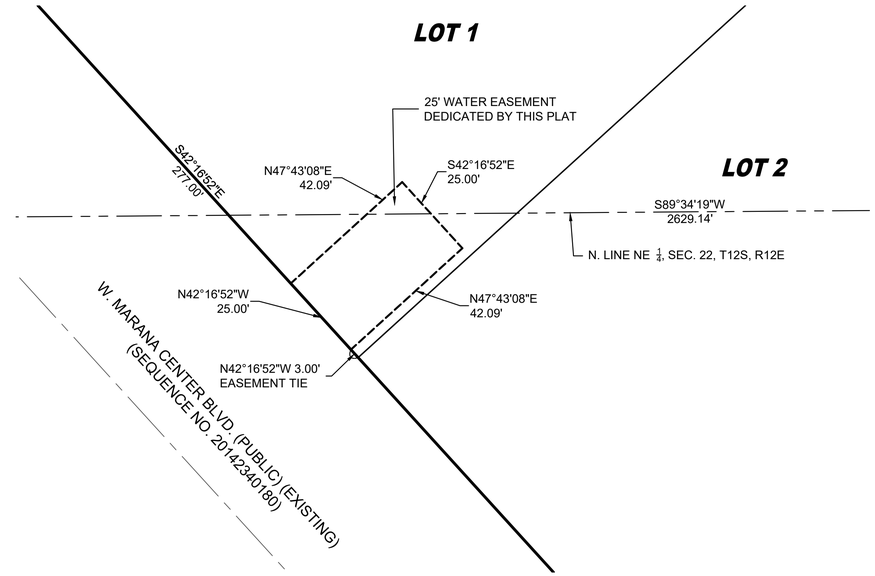
WLB JOB NO. 121005-A-003 AUGUST 2021

SEQUENCE NUMBER:

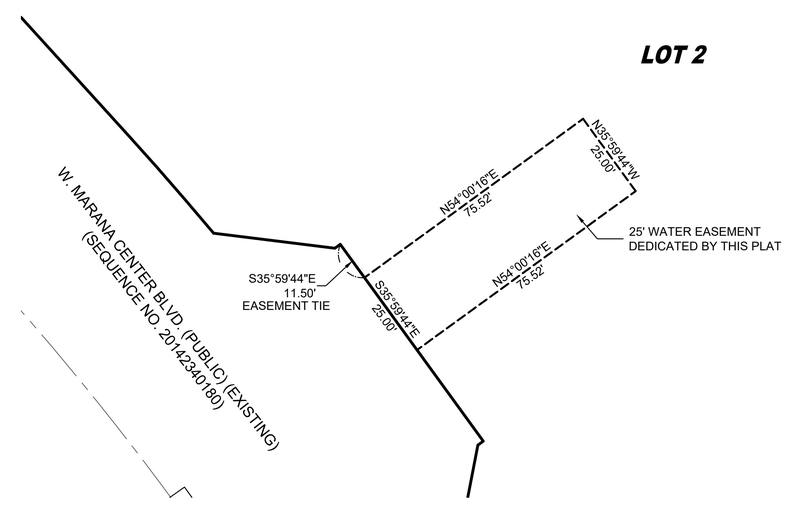
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20' SEWER EASEMENT DEDICATED BY THIS PLAT
SCALE 1"=20'



25' WATER EASEMENT "A" DEDICATED BY THIS PLAT
SCALE 1"=20'



25' WATER EASEMENT "B" DEDICATED BY THIS PLAT
SCALE 1"=20'

FINAL PLAT

MARANA CENTER TRACT A

LOTS 1 AND 2

BEING A RE-SUBDIVISION OF TRACT "A" OF MARANA CENTER, PARCEL 1 RE-SUBDIVISION, AS RECORDED IN SEQUENCE 20160220176, IN THE OFFICE OF THE PIMA COUNTY RECORDER, WITHIN THE SOUTH HALF OF SECTION 15, AND THE NORTH HALF OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D.
COTE
11-30-21
SIGNED
U.S.A.

PROJECT NO. PRV2109-002
PCZ-06087; PRV14013F AND PRV1510-001

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0' 20' 40' 60'

WLB JOB NO. 121005-A-003 AUGUST 2021 SHEET 5 OF 5

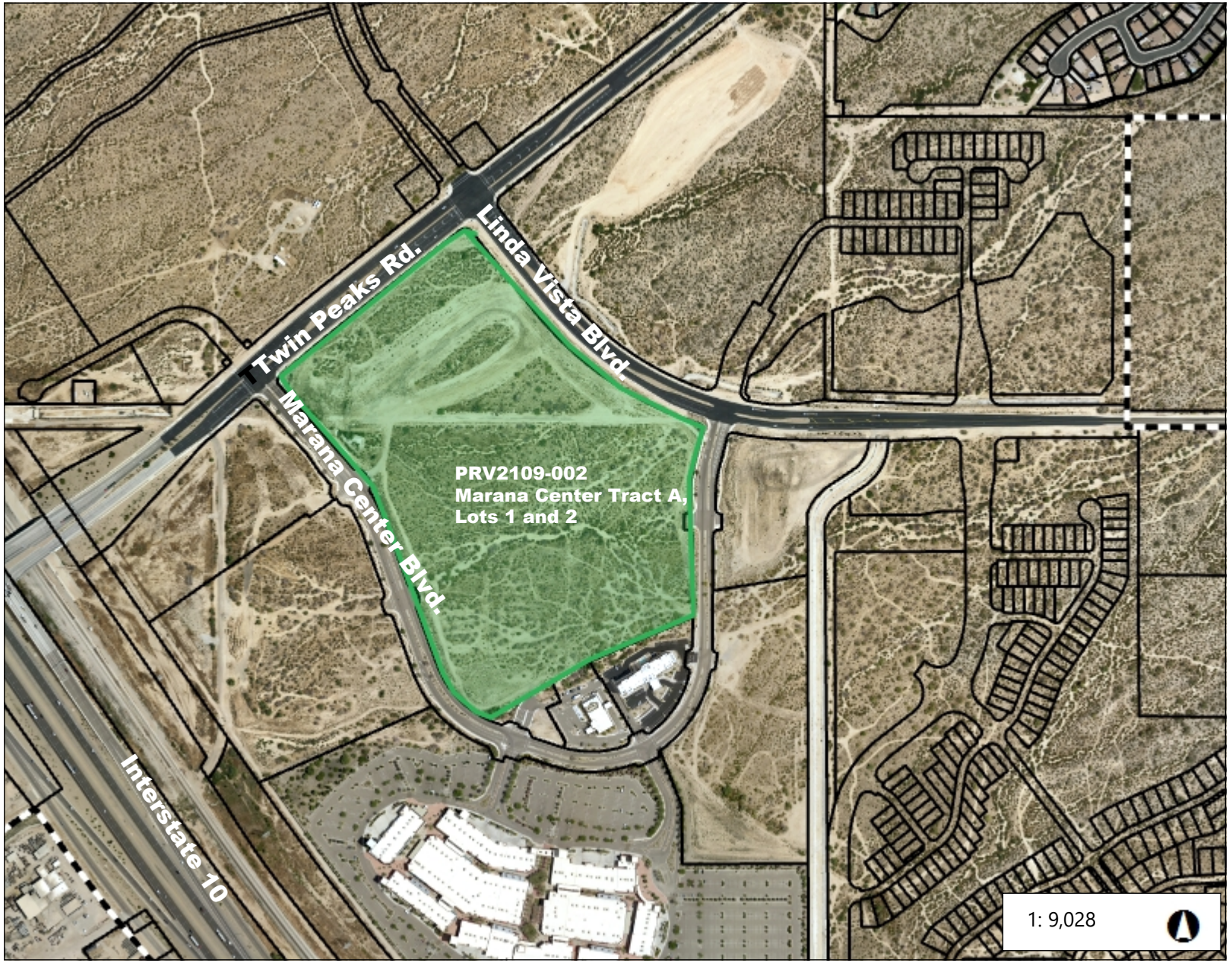
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Town of Marana Planning

PRV2109-002 Marana Center Tract A, Lots 1 and 2





Legend

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

Notes

0.3 0 0.14 0.3 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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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: QuikTrip#1474	
Description of Project: Retail Convenience Grocery Store & Gas Station	Number of Lots: 1
Parcel No.(s): 221-04-0380	Gross Area (Acres): 50
Project Address: 6394 W. Linda Vista Blvd	
Ref. Project No.: PRV1510001	

CONTACT INFORMATION

Owner: VP Marana Investments LLC	Contact Name: Mark Ortman		
Address: 2502 E. Camelback Rd, Suite 214	City: Phoenix	State: AZ	Zip: 85016
Email:	Phone No.:		
Applicant: QuikTrip Corporation	Contact Name: Erik Eckhart		
Address: P.O. box 3475	City: Tulsa	State: OK	Zip: 74101
Email: EEckhart@quiktrip.com	Phone No.: (913) 905-2045		
Consultant/Engineer: The WLB Group, Inc.	Contact Name: Linda Thompson		
Address: 4444 E. Broadway	City: Tucson	State: AZ	Zip: 85711
Email: lthompson@wlbgroup.com	Phone No.: 390-1086		

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.)

Linda Thompson	Linda Thompson Digitally signed by Linda Thompson Date: 2021.09.08 08:02:50 -07'00'	9/8/2021
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No. PRV2109-002 **Date Received** 9/3/2021

Revision Date 03/29/2019

Council-Regular Meeting **C4**

Meeting Date: 12/07/2021

To: Mayor and Council

From: Cynthia Ross, Senior Planner

Date: December 7, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-154: Relating to Development; approving a final block plat for Crossroads at Gladden Blocks 1 - 8 located along the west side of Interstate 10 approximately 575 feet northwest of the Tangerine Road and Interstate 10 Interchange (Cynthia Ross)

Discussion:

Request
An application submitted by Rick Engineering Company, Inc. representing Tangerine 2021, L.L.C, requesting approval to subdivide four parcels (217-55-012A, 217-55-013F, 217-55-013G, and 217-55-012D) into eight blocks.

Zoning
The area of the proposed plat is located within the Crossroads at Gladden Specific Plan and is zoned SP – Specific Plan. The Marana Town Council adopted Ordinance 2021.018 on August 17, 2021, approving the rezoning for the approximately 281 acres of the Crossroads at Gladden Specific Plan.

Plat Subdivision and Designated Land Uses
The proposed plat is comprised of 280.59 acres of land and proposes eight blocks that range in size from 1.53 acres to 81.27 acres. The block acreage(s) and their Crossroads at Gladden Land Use Designation are:

- Block 1 - 59.71 acres - Transitional (TR)
- Block 2 - 68.76 acres - Transitional (TR)
- Block 3 - 22.46 acres - Transitional (TR)

- Block 4 - 10.47 acres - Commercial (C)
- Block 5 - 1.53 acres - Commercial (C)
- Block 6 - 81.27 acres - Commercial (C)
- Block 7 - 2.91 acres - Commercial (CP)
- Block 8 - 25.23 acres - Commerce Park (CP)

Access and Traffic Circulation
Access to the proposed subdivision is anticipated from various locations along Tangerine Road, the future expansion of Clark Farms Blvd., and Crossroads Trail. Access via the I-10 frontage road will be determined by the Arizona Department of Transportation.

Infrastructure and Utilities
The subdivision will be served by Marana Water/Water Reclamation, TEP, and Southwest Gas. Fire service will be provided by Northwest Fire District.

Staff Recommendation:

Staff has reviewed the block plat against the requirements of Ordinance 2021.018, the Marana Land Development Code, and the Marana General Plan. The proposed plat is in substantial conformance with all required development regulations and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2021-154 approving the final block plat for Crossroads at Gladden Blocks 1 – 8.

Attachments

Resolution No. 2021-154
Final Block Plat
Location Map
Application

MARANA RESOLUTION NO. 2021-154

RELATING TO DEVELOPMENT; APPROVING A FINAL BLOCK PLAT FOR CROSSROADS AT GLADDEN BLOCKS 1 – 8 LOCATED ALONG THE WEST SIDE OF INTERSTATE 10 APPROXIMATELY 575 FEET NORTHWEST OF THE TANGERINE ROAD AND INTERSTATE 10 INTERCHANGE.

WHEREAS the Mayor and Council of the Town of Marana adopted Ordinance No. 2021.018 on August 17, 2021, approving a rezoning of approximately 281 acres from 'F – Specific Plan: Shops at Tangerine & I-10 Motorplex Specific Plan' to 'SP - Specific Plan: Crossroads at Gladden Specific Plan' creating the Crossroads at Gladden Specific Plan; and

WHEREAS Rick Engineering Company, Inc., representing the property owner, Tangerine 2021, L.L.C., has applied for approval of a final block plat for Crossroads at Gladden Blocks 1 – 8, located along the west side of Interstate 10 approximately 575 feet northwest of the Tangerine Road and Interstate 10 interchange; and

WHEREAS the Mayor and Town Council, at the regularly scheduled meeting on December 7, 2021, determined that the final block plat for Crossroads at Gladden Blocks 1 – 8 should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final block plat for Crossroads at Gladden Blocks 1 – 8 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of December, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 280.59 AC (12,222,606 SF).
2. THE NUMBER OF BLOCKS IS 8.
3. TOTAL MILES OF NEW PUBLIC STREET IS 0.75.
   TOTAL AREA OF NEW PUBLIC STREET IS 8.24 AC/359,173 SF.
   TOTAL MILES OF NEW PRIVATE STREETS IS 0.0.
4. THE EXISTING ZONING IS F (SPECIFIC PLAN – THE CROSSROADS AT GLADDEN) PER ORDINANCE NO. 2021.018. THE LAND USE DESIGNATIONS WITHIN THE SPECIFIC PLAN AREA ARE TRANSITIONAL (TR), COMMERCIAL (C) AND COMMERCE PARK (CP).
   TR: TRANSITIONAL (BLOCKS 1 – 3 AND 6) 232.2 AC/10,114,704 SF
   C: COMMERCIAL (BLOCKS 4 & 5) 12 AC/522,720 SF
   CP: COMMERCE PARK (BLOCKS 7 & 8) 28.14 AC/1,226,009 SF
5. THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 73 PAGE 92. AS MONUMENTED BY A 3" TOWN OF MARANA BRASS CAP AT THE SOUTHWEST CORNER OF SAID SECTION AND A 3.5" BRASS CAP (FORMERLY A 1/2" REBAR) AT THE SOUTH QUARTER OF SAID SECTION. SAID BEARING BEING S89°27'28"W.
6. UPON COMPLETION OF ALL PHASES OF DEVELOPMENT, THE 100-YEAR FREQUENCY FLOOD WILL BE ENTIRELY CONTAINED WITHIN THE RIGHT-OF-WAY OF PAVED STREETS AND WITHIN DRAINAGE EASEMENTS.
7. ALL DRAINAGE IMPROVEMENTS ON OR ADJACENT TO THIS PROJECT WHICH ARE TO BE CONSTRUCTED IN CONJUNCTION WITH THE DEVELOPMENT OF THIS PROJECT, SHALL BE CONSTRUCTED ACCORDING TO PLANS AS REVIEWED AND APPROVED BY THE TOWN OF MARANA.
8. THE DEVELOPER HOLDS THE TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNEES AND CORTARO-MARANA IRRIGATION DISTRICT HARMLESS IN THE EVENT OF FLOODING.
9. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
10. THIS PROJECT LIES WITHIN THE PLANNED WATER SERVICE AREA OF THE TOWN OF MARANA WATER AND RECLAMATION DEPARTMENT WHICH IS DESIGNATED BY THE DEPARTMENT OF WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY.
11. THE RELOCATION OF ANY UTILITIES SHALL BE AT NO EXPENSE TO THE PUBLIC, TOWN OF MARANA OR THE CORTARO-MARANA IRRIGATION DISTRICT.
12. NO FURTHER LOT SPLITTING OR SUBDIVIDING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
13. FIRE HYDRANT AND MINIMUM FIRE FLOW WILL BE PROVIDED FOR ALL PROJECTS AFTER DETERMINATION OF NEED IN ACCORDANCE WITH BUILDING PROJECT SPECIFICATIONS.
14. AFFECTED PARCELS: ASSESSORS PARCEL NO. 217-55-012A; 217-55-012D; 217-55-013F; 217-55-013G.
15. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
16. POTENTIAL BUYERS WILL BE NOTIFIED OF THE PROXIMITY OF THE NORTHWEST MARANA REGIONAL AIRPORT VIA FINAL PLAT NOTES FOR ALL DEVELOPMENT PARCELS. ADDITIONAL RESTRICTIONS RELATED TO THE AIRPORT MAY BE PROMULGATED BY THE TOWN.
17. 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 RECORDED IN SEQ #2021_____.
18. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, SIGNAGE, MONUMENTS, AND WALLS WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE, AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY. THE HOMEOWNER'S ASSOCIATION SHALL REVIEW AND APPROVE ALL INSTALLATIONS WITHIN THE RIGHTS-OF-WAY PRIOR TO AND UPON COMPLETION, AS THESE ITEMS WILL BE REGULATED UNDER THE LICENSE AGREEMENT EXECUTED BETWEEN THE HOMEOWNER'S ASSOCIATION AND THE TOWN OF MARANA.
19. 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.
20. A PROFESSIONAL ENGINEER SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
21. THERE IS THE POTENTIAL FOR OFF-SITE FLOWS TO AFFECT THIS SITE. FINAL ANALYSIS OF THESE FLOWS WILL BE ANALYZED AT THE TIME OF RESUBDIVISION/DEVELOPMENT OF EACH INDIVIDUAL BLOCK. OFF-SITE FLOWS AFFECTING EACH BLOCK WILL BE ACCEPTED BY AND INCORPORATED INTO THE DRAINAGE DESIGN OF EACH INDIVIDUAL BLOCK.
22. THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF MARANA ORDINANCE 2021.018 AS ADOPTED BY THE MARANA TOWN COUNCIL ON AUGUST 17,2021, AND THE CROSSROADS AT GLADDEN SPECIFIC PLAN.
23. A PERMIT/USE LICENSE MUST BE OBTAINED FROM CORTARO-MARANA IRRIGATION DISTRICT PRIOR TO ANY CONSTRUCTION ACTIVITY OR DISTURBANCE WITHIN CORTARO-MARANA IRRIGATION DISTRICT PROPERTIES, EASEMENTS OR RIGHT OF WAYS. A CORTARO-MARANA IRRIGATION DISTRICT PERMIT DOES NOT REPLACE OR ELIMINATE A REQUIRED PERMIT FROM OTHER ENTITIES.
24. SOME OR ALL OF THE LANDS WITHIN THIS PROJECT SHALL CONTINUE TO BE SUBJECT TO TAX AND/OR ASSESSMENTS BY THE CORTARO-MARANA IRRIGATION DISTRICT AND CORTARO WATER USERS' ASSOCIATION.
25. ANY WELLS CONSTRUCTED AS PART OF THIS PROJECT, WITH THE EXCEPTION OF ANY WELL FOR THE TOWN OF MARANA OR CORTARO-MARANA IRRIGATION DISTRICT, ARE RESTRICTED TO A MAXIMUM FLOW RATE OF 50 GALLONS PER MINUTE.
26. IF REQUIRED, RELOCATION AND PROTECTION OF CORTARO-MARANA IRRIGATION DISTRICT PROPERTIES SHALL BE COMPLETED AT NO EXPENSE TO THE DISTRICT. ADDITIONAL LANDS MUST BE DEDICATED BY FINAL PLAT OR SEPARATE INSTRUMENT WHERE NECESSARY TO ALLOW FOR A MINIMUM OF A 25' EASEMENT OVER ALL CMID INFRASTUCTURES.

DEDICATION

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

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

I, THE UNDERSIGNED, MY 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.

FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,528, AS TRUSTEE ONLY AND NOT IN ITS CORPORATE CAPACITY.

BY: Rachel Turnipseed
TRUST OFFICIAL DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

ON THIS 18 DAY OF NOVEMBER, 2021, BEFORE ME PERSONALLY APPEARED RACHEL TURNIPSEED WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF FIDELITY NATIONAL TITLE AGENCY, INC. TRUST NO. 60,528, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

July 4,2024
MY COMMISSION EXPIRES

NOTARY PUBLIC

KASSANDRA KOLB
NOTARY PUBLIC - ARIZONA
Pima County
Commission # 584392
My Commission Expires
July 4, 2024

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARIES OF TRUST NO. 60,528, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

TANGERINE 2021, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
C/O DEAN WINGERT, VICE PRESIDENT
333 EAST WETMORE ROAD, SUITE 250
TUCSON, AZ 85705

GENERAL NOTES CONTINUED

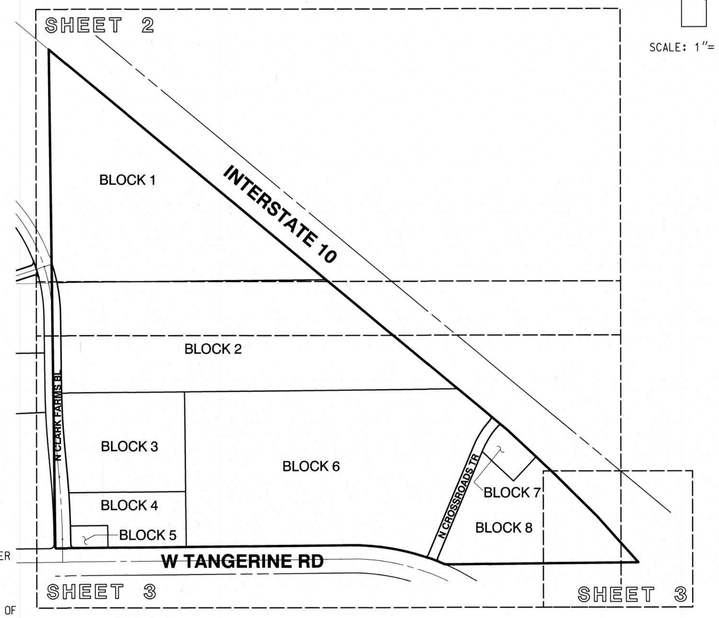
27. PER A FORTHCOMING AGREEMENT WITH THE CORTARO-MARANA IRRIGATION DISTRICT, A WATER DELIVERY SYSTEM WILL BE INSTALLED TO CONVEY NON-POTABLE WATER TO COMMON AREAS, RECREATION AREAS, AND PUBLIC FACILITIES THROUGHOUT THE PROJECT.
28. THE DEVELOPERS OF BLOCKS 1, 2, 6, 7, AND 8 MUST PLACE UNDERGROUND THAT PORTION OF THE CORTARO-MARANA IRRIGATION DISTRICT MAIN CANAL THAT LIES ADJACENT TO THE NORTHEAST BOUNDARY OF THEIR RESPECTIVE BLOCK. A REQUIREMENT OF THE CORTARO-MARANA IRRIGATION DISTRICT IS THE USE OF RCP (REINFORCED CONCRETE PIPE) WHEN UNDERGROUNDING THEIR DELIVERY SYSTEM.
29. CONSTRUCTION OF THE DEVELOPMENT MUST BE SCHEDULED TO AVOID INTERRUPTION OF ANY IRRIGATION WATER DELIVERY. AN INTERRUPTION MAY BE SCHEDULED THROUGH THE CORTARO-MARANA IRRIGATION DISTRICT OFFICE WITH MANAGEMENT APPROVAL. NON IRRIGATION PERIODS WITHIN THE DISTRICT ARE NORMALLY FROM THE THIRD WEEK IN SEPTEMBER THROUGH THE THIRD WEEK IN DECEMBER.
30. A PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY THE UNDERGROUND CORTARO-MARANA IRRIGATION DISTRICT PIPELINE AS TO DESIGN, MATERIAL, SIZE, USE AND REQUIRED GRAVITY FLOW.
31. CORTARO-MARANA IRRIGATION DISTRICT PROPERTY AND/OR EASEMENTS SHALL NOT BE USED FOR ANY DRAINAGE PURPOSE. ANY PROPOSED GRADING MODIFICATIONS TO THESE AREAS ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE CORTARO-MARANA IRRIGATION DISTRICT.
32. MAXIMUM BUILDING HEIGHT:
    TR: (TRANSITIONAL) 30 FEET RESIDENTIAL – SINGLE FAMILY – DETACHED
    35 FEET SINGLE FAMILY – ATTACHED/SMALL LOT OPTION
    50 FEET MULTI-FAMILY
    65 FEET NON-RESIDENTIAL*
    C: (COMMERCIAL) 60 FEET
    CP: (COMMERCE PARK) 65 FEET*
    * MAY INCREASE TO 80 FEET UPON ISSUANCE OF A CONDITIONAL USE PERMIT PURSUANT TO MARANA TOWN CODE SECTION 17.3.2.

RELEASE OF PRIOR PUBLIC ROADWAY EASEMENT

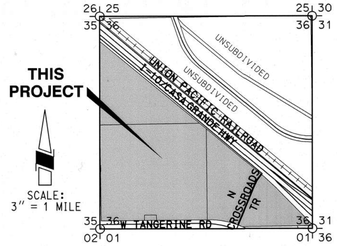
DUE TO THE DEDICATION OF PUBLIC RIGHTS-OF-WAY AS SET FORTH ON THIS PLAT, THE TOWN OF MARANA BY THIS PLAT HEREBY ABANDONS AND RELEASES ANY INTEREST IT MAINTAINS IN THE PUBLIC ROADWAY EASEMENT RECORDED AT DOCKET 12837, PAGE 5850.

ADMINISTRATIVE ADDRESS

9900 WEST TANGERINE ROAD, MARANA, ARIZONA 85653



SCALE: 1"= 640'



LOCATION MAP
PORTION OF SECTION 36 T 11 S, R 11 E
G & SRM TOWN OF MARANA
PIMA COUNTY, ARIZONA

SHEET INDEX

1 COVER SHEET
2-3 PLAT SHEETS

LEGEND

SYMBOL	ITEM
▲	BOUNDARY MONUMENT NOT SET DUE TO ONGOING CONSTRUCTION
○	FOUND SURVEY MONUMENT, AS NOTED
●	LOT CORNER TO BE SET BY RLS
⊡	2" BRASS CAP SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION CONSTRUCTION
14 ○ 13	QUARTER SECTION CORNER
23	BLOCK NUMBER
———	EXIST R/W
———	SECTION LINE
———	SUBDIVISION BOUNDARY
———	BLOCK LINE
———	CENTERLINE
———	EASEMENT BOUNDARY

ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST NO. 60,528 FROM FIDELITY NATIONAL TITLE AGENCY, INC. AS RECORDED IN SEQ #2021_____ 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 AND FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____
TOWN OF MARANA DATE

RECORDING

SEQ: #2021_____

FEE: _____

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

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

BY: _____
DEPUTY

CERTIFICATION OF SURVEY

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

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17479
DOUGLAS F. SCHNEIDER
Date Signed 11/19/21
ARIZONA U.S.A.

TOWN OF MARANA APPROVALS

_____ ,P.E.
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 PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE_____DAY OF_____, 2021.

_____
TOWN CLERK DATE

ASSURED WATER SUPPLY

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

_____
MARANA WATER DIRECTOR DATE

FINAL BLOCK PLAT FOR

CROSSROADS AT GLADDEN

BLOCKS 1 - 8

BEING A PORTION OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASE: PCZ2104-001, PCZ2104-002, ENG2109-006

PRV2109-001
SHEET 1 OF 3

SEQUENCE #2021

SEQUENCE #2021_____

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
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520-795-1000
J-5094
rickengineering.com
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SEQUENCE #2021

GLADDEN FARMS BLOCK 29
BK 62, PG 64
F-C

WEST LINE OF NW 1/4 OF SECTION 36

5/8" REBAR
RLS 18577

S60°15'40"E 460.84'(M)
S60°15'40"E 460.82'(R)

5/8" REBAR
RLS 18577

25' DEEDED TO CMID
DKT 2020, PG 284

10' ELECTRIC EASEMENT
DKT 3091, PG 230

15' TEP EASEMENT
BY THIS PLAT

17' CMID EASEMENT
SEQ #2021

UNSUBDIVIDED
217-55-011F
F-MTC

INTERSTATE 10

S60°15'40"E 2780.34'(M)
S60°15'40"E 2780.32'(R)

N00°38'32"W 207.99'(M)
N00°38'35"W 207.98'(R)

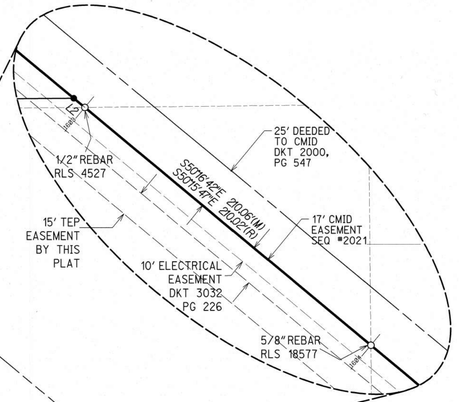
19964'

25' CMID EASEMENT
SEQ #20071020612

16' TEP EASEMENT
DKT 9284, PG 1855

BLOCK 1
2,601,141 SF
59.71 AC
TR

EAST LINE OF NW 1/4 OF SECTION 36
WEST LINE OF NE 1/4 OF SECTION 36



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

GLADDEN FARMS BLOCK 38A
SEQ #20190530030
F-C

N CLARK FARMS BL
(NEW PUBLIC STREET BY THIS PLAT)

1/2" REBAR BENT
RLS 4527

S89°27'28"W 2431.40'

169.46'
188.35'
N45°50'01"W 149.98'
298.52'

40' SEWER EASEMENT
SEQ #20151830202

S00°38'40"E 649.20'

CENTER OF
SECTION 36

SOUTH LINE OF NE 1/4 OF SECTION 36
NORTH LINE OF SE 1/4 OF SECTION 36

BLOCK 2
2,995,236 SF
68.76 AC
TR

S60°15'40"E 1207.64'(C)
S60°15'40"E 1207.62'(R)

10' ELECTRIC EASEMENT
DKT 3091, PG 230

25' DEEDED TO CMID
DKT 2020, PG 284

UNSUBDIVIDED
217-55-011F
F-MTC

SEE SHEET 3

SEE SHEET 3 FOR LINE AND CURVE TABLES.
ALL BEARINGS AND DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.

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

FINAL BLOCK PLAT FOR
CROSSROADS AT GLADDEN
BLOCKS 1 - 8

BEING A PORTION OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASE: PCZ2104-001, PCZ2104-002, ENG2109-006

PRV2109-001
SHEET 2 OF 3

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SEQUENCE #2021

SEE SHEET 2

GLADDEN FARMS BLOCK 38A SEQ #20190530030 F-C

GLADDEN FARMS BLOCK 38B SEQ #20190530030 F-HDR

GLADDEN FARMS BLOCK 43 BK 64 PG 64

N CLARK FARMS BL
(NEW PUBLIC STREET BY THIS PLAT)

BLOCK 2
2,995,236 SF
68.76 AC
TR

BLOCK 3
978,315 SF
22.46 AC
TR

BLOCK 4
455,945 SF
10.47 AC
C

BLOCK 5
66,775 SF
1.53 AC
C

BLOCK 6
3,540,012 SF
81.27 AC
TR

BLOCK 7
126,781 SF
2.91 AC
CP

BLOCK 8
1,099,228 SF
25.23 AC
CP

INTERSTATE 10

N CROSSROADS TRAIL
(NEW PUBLIC STREET BY THIS PLAT)

W TANGERINE RD
(EXIST PUBLIC STREET)
DKT 12822, PG 1153

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

SEE BELOW

SEE ABOVE

UNSUBDIVIDED
217-55-017F
F-MTC

UNSUBDIVIDED
215-01-005H
C

UNSUBDIVIDED
215-01-011A
F-COMMERCE PARK

UNSUBDIVIDED
215-01-010D
F-COMMERCE PARK

TANGERINE/I-10
SEQ #20210990141
F-COMMERCE PARK

TANGERINE/I-10
SEQ #20210990141
F-COMMERCE PARK

TANGERINE/I-10
SEQ #20210990141
F-COMMERCE PARK

40' SEWER EASEMENT
SEQ #20151830202

30' SEWER EASEMENT
SEQ #20181380061

10' ELECTRIC EASEMENT
DKT 3091, PG 230

25' DEEDED TO CMID
DKT 2020, PG 284

17' CMID EASEMENT
SEQ #2021

15' TEP EASEMENT
BY THIS PLAT

PUBLIC ROADWAY EASEMENT
DKT 12837, PG 5250
ABANDONED BY THIS PLAT

EAST LINE OF SW 1/4 OF SECTION 36
WEST LINE OF SE 1/4 OF SECTION 36

EAST LINE OF SE 1/4 OF SECTION 36

SOUTH LINE OF SE 1/4 OF SECTION 36

SW CORNER
SECTION 36
3"BRASS DISC
TOWN OF MARANA

S 1/4 CORNER
SECTION 36
3"BRASS DISC
TOWN OF MARANA

SE CORNER
SECTION 36 BRASS
STEM OF PREVIOUSLY
LOCATED 3"
BRASS DISC

1/2"REBAR
RLS 4527
4.8' WEST

5/8"REBAR
NO I.D.

5/8"REBAR/BENT
RLS 18577

S89°27'28"W 3581.24'
1110.43'
2470.81'

S89°27'28"W 1182.80'

S89°27'28"W 2642.19'(C) 2642.25'(M)
BASIS OF BEARINGS

S89°27'02"W 1746.91'(C)

S89°27'02"W 2646.43'(C)

N00°38'40"W 2395.04'(C)

S00°32'32"E 1400.00'

N89°27'28"E 1054.83'

N89°27'28"E 335.96'

S00°32'32"E 200.00'

N00°32'32"W 2500.00'

S00°38'40"E 2070.64'

S00°38'40"E 1414.04'

S05°58'34"E 305.15'

N00°36'00"W 1500.00'

S00°36'00"E 1500.00'

S89°27'28"W 707.56'

1485.00'

683.65'
Δ=24°25'49" R=2065.00' L=880.49'(C)

S45°19'12"E 703.56'(C)
S45°19'02"E 703.56'(M)

S45°58'27"E 545.49'(M)
S45°58'27"E 545.49'(C)

S45°19'12"E 584.33'(C) 584.25'(M)
S45°19'02"E 584.33'(M)

S45°44'19"E 553.22'(M)
S45°44'19"E 553.22'(C)

N22°48'00"E 1067.08'
N22°48'00"E 1213.94'
129,043 SF
1.08 AC
N22°48'00"E 1042.48'

N22°48'00"E 19.49'

S45°12'02"E 387.77'

N43°09'59"E 300.00'

S45°12'02"E 584.33'(C) 584.25'(M)

S45°44'19"E 553.22'(M)

Δ=6°58'37" R=2000.00' L=243.91'
Δ=6°58'37" R=1832.00' L=225.78'
Δ=6°58'37" R=1771.00' L=212.45'

Δ=90°00'00" R=25.00' L=39.27'
Δ=90°00'00" R=25.00' L=39.27'
Δ=90°31'53" R=25.00' L=39.50'
Δ=1°37'10" R=2065.00' L=58.36'

CURVE TABLE

NAME	DELTA	RADIUS	ARC
C1	0°33'52"	6425.00'	63.29'
C2	90°00'12"	35.00'	54.98'
C3	85°37'35"	25.00'	37.36'
C4	90°00'00"	25.00'	39.27'
C5	90°00'00"	25.00'	39.27'
C6	90°31'53"	25.00'	39.50'
C7	1°37'10"	2065.00'	58.36'

LINE TABLE

NAME	DIRECTION	LENGTH
L1	S 00°32'31" E	48.61'
L2	N 50°15'59" W	8.13'
L3	N 39°46'37" E	43.83'
L4	S 39°46'37" W	43.83'
L5	N 39°46'37" E	68.83'

ALL BEARINGS AND DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.

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

FINAL BLOCK PLAT FOR

CROSSROADS AT GLADDEN

BLOCKS 1 - 8

BEING A PORTION OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASE: PCZ2104-001, PCZ2104-002, ENG2109-006

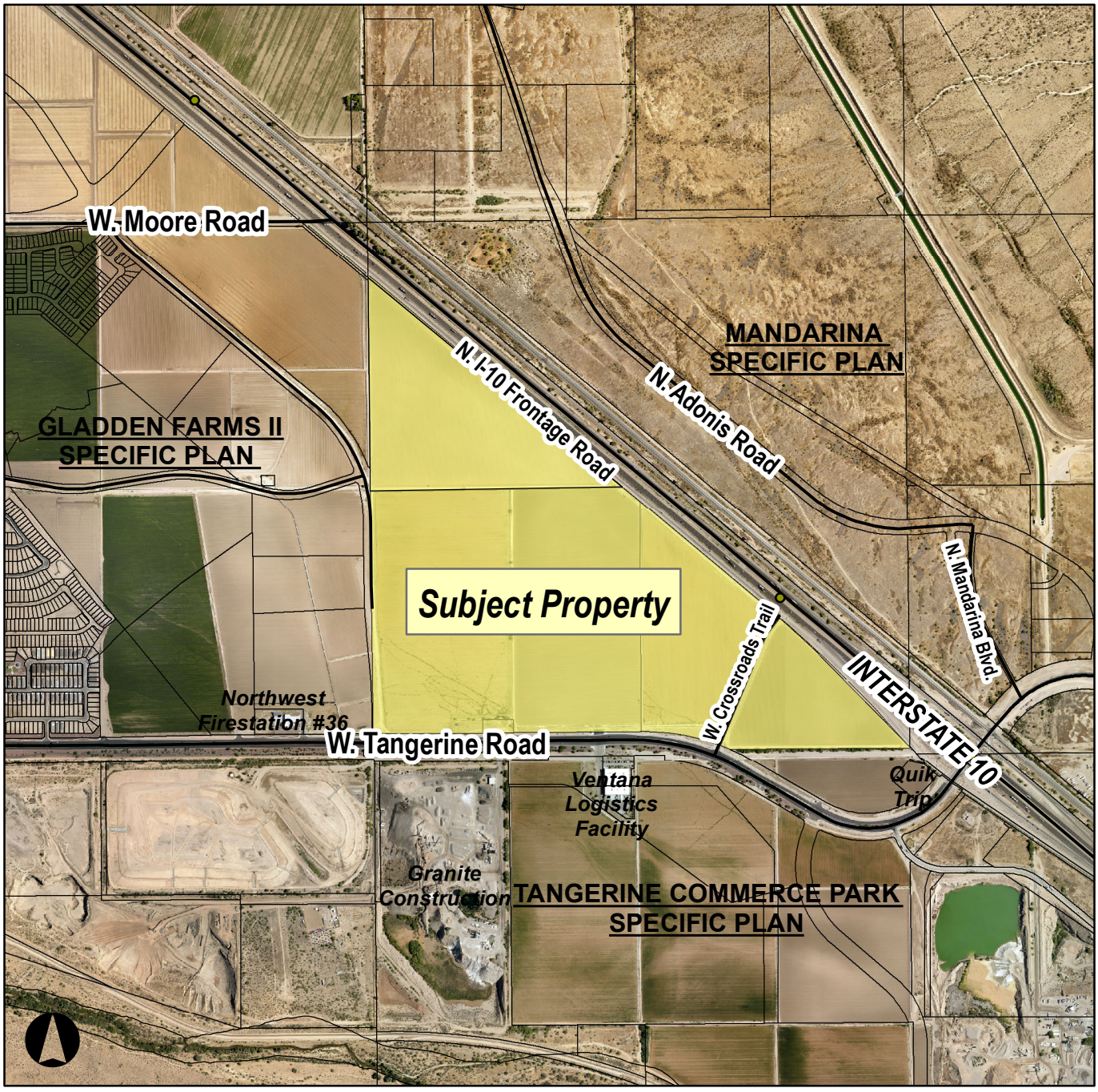
PRV2109-001
SHEET 3 OF 3

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SEQUENCE #2021

SEQUENCE #2021



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MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Crossroads at Gladden Final Block Plat	
Description of Project: Residential and Commercial Subdivision Block Plat	Number of Lots: 7
Parcel No.(s): 217-55-012A, 217-55-013F, 217-55-013G, 217-55-012D	Gross Area (Acres): 281
Project Address: 9900 W. Tangerine Rd.	
Ref. Project No.: PCZ2104-002	

CONTACT INFORMATION

Owner: Tangerine 2021, L.L.C.	Contact Name: Dean Wingert		
Address: 333 E. Wetmore Rd., #250	City: Tucson	State: AZ	Zip: 85705
Email: dwingert@crownwest.com	Phone No.: (520) 888-3962		
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 Paton		
Address: 3945 E. Ft. Lowell Rd., #111	City: Tucson	State: AZ	Zip: 85712
Email: bpaton@rickengineering.com	Phone No.: (520) 795-1000		

OWNER/APPLICANT AUTHORIZATION

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

Steven Vasquez	Steven E. Vasquez	9/1/2021
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY **Project No.** PRV2109-001 **Date Received** 9/1/2021

Revision Date 03/29/2019

Council-Regular Meeting **C5**

Meeting Date: 12/07/2021

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: December 7, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-155: Relating to Development; approving the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (Jane Fairall)

Discussion:

On May 21, 1997, the Town Council adopted Resolution No. 97-42 approving the Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (the "CFD Policy Guidelines"). The Council has amended the CFD Policy Guidelines from time to time, most recently on August 3, 2021, via approval of Resolution No. 2021-105.

The August 2021 amendments were based on HB 2317, signed on March 18, 2021, by Governor Ducey. HB 2317 made revisions to the state statutes regarding the makeup of CFD boards. Previous state legislation had provided that CFDs formed after 2018 would be governed by a board of directors comprised of the members of the Town Council, ex officio, with two additional members designated by the owner of the largest amount of privately-owned acreage in the proposed district and who are appointed by Town Council. The addition of these two additional board members created liability and insurance issues for CFD boards. HB 2317 revises the statutes to provide that the two additional board members will only be appointed upon request of the applicant. Moreover, if the two additional board members are requested, the statute provides that the Town Council may state that the two board members are permanently advisory and non-voting.

The updated CFD Policy Guidelines adopted in August of 2021 included changes to Section 2.4 to conform to the state law revisions. However, a stray reference in Section

1.5 to the old board member structure was missed. This policy update will revise Section 1.5 to align with Section 2.4 and the new state law.

If approved, the amendments will be effective for all future CFDs. A clean copy of the updated policy and a redline comparison of the current policy, as adopted in August 2021, to the proposed updated version are attached to this item.

Staff Recommendation:

Staff recommends approval of the updated policy.

Suggested Motion:

I move to adopt Resolution No. 2021-155, approving the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts.

Attachments

Resolution No. 2021-155

Exhibit A to Resolution No.2021-155

Redline of revised policy

MARANA RESOLUTION NO. 2021-155

RELATING TO DEVELOPMENT; APPROVING THE AMENDED TOWN OF MARANA POLICY GUIDELINES AND APPLICATION PROCEDURES FOR THE ESTABLISHMENT OF COMMUNITY FACILITIES DISTRICTS

WHEREAS A.R.S. § 48-701 *et. seq.* provides for the establishment of community facilities districts (CFD) which provide a funding mechanism to finance construction, operation, and maintenance of public infrastructure within the boundaries of a CFD; and

WHEREAS on May 21, 1997, the Town Council adopted Resolution No. 97-42 approving the Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (the "CFD Policy Guidelines"); and

WHEREAS from time to time the Town Council has amended the CFD Policy Guidelines, most recently on August 3, 2021, via approval of Resolution No. 2021-105; and

WHEREAS, on March 18, 2021, Arizona Governor Doug Ducey signed into law HB 2317, revising A.R.S. § 48-701 *et. seq.*; and

WHEREAS the Town Council finds that the proposed amendments to the Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts in conformance with HB 2317 are in the best interests of the Town.

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

SECTION 1. The amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts, attached to this resolution and incorporated by this reference as Exhibit A, are hereby approved.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 7th day of December, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

TOWN OF MARANA, ARIZONA
POLICY GUIDELINES AND APPLICATION PROCEDURES
FOR THE ESTABLISHMENT OF
COMMUNITY FACILITIES DISTRICTS*

In order to secure for the Town of Marana, Arizona (the "Town") the benefits of the Community Facilities Act† (the "Act") and to promote the best interests of the Town, the following CFD Policy Guidelines and Application Procedures (these "CFD Policy Guidelines") have been adopted by the Town Council.

A community facilities district ("CFD") provides a funding mechanism to finance construction, operation, and maintenance of public infrastructure within the boundaries of the CFD, and to better enable the Town to provide municipal services within the boundaries of the CFD. The Town Council recognizes the ability of the CFD to permit the construction of infrastructure that might otherwise not be constructed. For these reasons, the Town Council has established these CFD Policy Guidelines.

Considering that the establishment of a CFD is the legal equivalent of the establishment of an entirely new municipal entity within the boundaries of the Town, the Town Council believes that the formation of the CFD should be entered into carefully, to ensure its lasting success.

ARTICLE 1. GENERAL POLICIES

1.1. CFDs should be utilized primarily in connection with the financing of major infrastructure for development of residential projects, master planned communities or projects which include resort hotels or substantial commercial development.

1.2. Priority should be given to CFDs that provide an enhanced level of public infrastructure amenities and/or municipal services. CFD financing will not be provided for public infrastructure improvements which are normally expected as part of a development. Public improvements financed by a CFD should be in conformance with the Town's General Plan in order to encourage orderly growth and development.

1.3. All costs incurred by the Town and the CFD in connection with the CFD application, formation, and administration, and all operation expenses appurtenant to the CFD, will be paid by the developer/landowner (the "Applicant") through advance payments as provided in these CFD Policy Guidelines. Payment shall include payment for services rendered by Town and CFD staff as well as services rendered by outside consultants who may be retained by the Town or the CFD, including but not limited to bond counsel, financial advisors, engineers, and appraisers. If the Town or CFD uses outside consultants as "staff," such as attorneys or engineers, those consultants will also be paid their customary rate for services. If authorized by the CFD Board, exercising its sole discretion, all or part of such costs may be paid by a CFD tax levy or reimbursed to the Applicant from a CFD tax levy, CFD assessment, CFD revenues, or CFD bond proceeds, so long as such reimbursement is in conformance with federal law, state law, and these CFD Policy Guidelines.

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* Adopted by Marana Resolution No. 97-42 (5/21/1997); amended by Marana Resolution No. 2004-161 (11/5/04), Marana Resolution No. 2019-034 (06/04/2019), Marana Resolution No. 2019-074 (08/06/2019), and Marana Resolution No. 2021-105 (8/3/2021).

† Arizona Revised Statutes section (A.R.S. §) 48-701 *et. seq.*, as amended.

1.4. The Town will encourage an area to be governed by as few CFDs as possible, and a preference will be given to one master CFD. These CFD Policy Guidelines are adopted to provide ease of administration and the largest tax/revenue base possible. The decision to form a CFD shall be a decision of the Town Council exercised in its sole and absolute discretion.

1.5. A CFD will be governed by a board of directors comprised of the members of the Town Council, ex officio, except that, the Applicant may request to appoint two additional CFD Board members to govern the CFD, along with the members of the Town Council ex officio. See section 2.4 below for details. The day-to-day responsibilities of the CFD will be performed by Town staff or, pursuant to a contract, by outside personnel. At the sole option of the CFD Board, advisory committees may be utilized.

1.6. Unless otherwise agreed to by the Town, the CFD must be self-supporting from the standpoints of financing, operations, and maintenance. No Town funds will be used for CFD purposes. Notwithstanding anything contained in these CFD Policy Guidelines, neither the property, the full faith and credit, nor the taxing power of the Town shall be pledged to the payment of any CFD obligation or indebtedness.

1.7. The CFD Board will determine, in its sole and absolute discretion, the amount, timing, and form of financing to be used by a CFD after review of the project feasibility report, Member Appraisal Institute ("MAI") property appraisals (utilizing the appropriate appraisal methodology) acceptable to the CFD Board, and other required pertinent information.

1.8. A key tenet of these CFD Policy Guidelines is the financial protection of homeowners within a CFD. As such, these CFD Policy Guidelines include provisions that attempt to protect homeowners from financial liability in excess of targeted tax rates and assessments. Similarly, these CFD Policy Guidelines include provisions designed to meet all financial obligations and/or legal exposures of the CFD.

1.9. The CFD will construct all public improvements utilizing public bidding procedures in accordance with applicable laws, rules, and regulations and as would be applied by the Town in a construction project for the Town. In general, this requires compliance with Arizona Revised Statutes Title 34 and the Town of Marana Procurement Code (Town Code Chapter 3-4).

1.10. The CFD will not use bond proceeds or other CFD funds to purchase public rights-of-way or other real property to be used for public infrastructure improvements, if such real property would be required to be dedicated and conveyed to the Town by the Applicant upon development of its property.

1.11. CFD bond proceeds will not be used for public infrastructure improvements which are included in an infrastructure improvements plan adopted in support of a development impact fee.

1.12. The Town retains the right to select all consultants necessary for the evaluation of any application and the proceedings for the formation of a CFD and the issuance of CFD bonds. This includes but is not limited to any special tax consultant, bond counsel, underwriter, appraiser, engineer, or any other consultant deemed necessary by the Town or the CFD Board.

1.13. These CFD Policy Guidelines may be modified from time to time by the Town. Any applicant will be given the opportunity to propose alternative approaches to those provided herein, with the understanding that concerns of the Town must be adequately addressed before the staff of the Town will recommend approval of a CFD by the Town Council.

ARTICLE 2. CONTENT OF APPLICATION

2.1. **Completed Application**. Pursuant to A.R.S. § 48-702(B), the Applicant shall submit a completed application for the formation of a CFD (the "Completed Application") to the Town's Finance Department before the Town will consider forming a CFD. The Completed Application shall, at a minimum, contain the information set forth below and must be organized in the manner described in this Article.

2.2. **Petition in Favor of Formation**. The Completed Application shall include a petition signed by the owners of at least 25% of the land area proposed to be included in the CFD. The petition must include a list of all parcels in the proposed CFD along with the parcel number, owner names, situs address and lot size (parcel square footage or acreage) for each individual parcel.

2.3. **Applicant Information**. The Completed Application shall include:

a. A description of the Applicant, including its corporate and organizational structure, and the names of all officers and corporate directors of the Applicant.

b. The name, address, telephone number, and email address of the Applicant's primary contact.

c. The names, addresses, telephone numbers, and email addresses of any legal representatives, engineers, architects, financial consultants or other consultants of the Applicant or significantly involved in the application.

d. A general description of the Applicant's experience with similar types of developments.

e. Evidence demonstrating the Applicant's ability and capacity (including financial statements and supporting information) to undertake the proposed public infrastructure and private development.

2.4. **Board Member Information**. Pursuant to A.R.S. § 48-702(C)(8), the Applicant may request to appoint two additional CFD Board members to govern the CFD, along with the members of the Town Council ex officio. Pursuant to A.R.S. § 48-705(A), at the sole discretion of the Town Council, the resolution ordering the formation of the CFD may state that the two additional CFD Board member positions shall permanently be advisory, nonvoting members of the CFD Board. If the Applicant requests to appoint two additional CFD Board members, the Completed Application shall describe the process for the designation of the two additional CFD Board members, including the following:

a. The names, addresses, telephone numbers, email addresses, backgrounds, qualifications, and other relevant information of the two proposed additional CFD Board members to be designated by the owner of the largest amount of privately owned acreage in the proposed CFD.

b. The process for the designation of the two additional CFD Board members on completion of the development of all property in the CFD, and on expiration of the term of such Board members or vacancy because of death, resignation, or inability to discharge duties.

c. Documentation evidencing each proposed CFD Board member's acknowledgment of his or her obligation to comply with Arizona Revised Statutes Title 38 ("Public Officers and Employees"), Chapter 3 ("Conduct of Office"), Article 3.1 ("Public Meetings and Proceedings").

d. Unqualified hold harmless and indemnity guarantees to the Town, the CFD, and officers, agents and employees of the Town and the CFD for the actions and conduct of each proposed CFD Board member.

2.5. **Proposed CFD**. The Completed Application shall include:

a. A description of how the proposed CFD meets the existing development objectives of the Town, including the degree to which the CFD is consistent with the goals of the Town's General Plan for promoting orderly development, consistent with growth management policies and zoning requirements and the degree to which the land use plan for the CFD is consistent with the Town's General Plan Map for the area.

b. A general description of the proposed CFD with an analysis of the appropriateness of the CFD boundaries.

c. A legal description of the proposed CFD boundaries with an accompanying depiction.

d. A current title report showing the names and addresses of persons with any interest in the land within the proposed CFD boundaries.

e. A certificate from the respective county elections department(s) showing the names and addresses of all qualified electors in the proposed CFD boundaries.

2.6. **Project Description and Proposed Improvements**. The Completed Application shall include:

a. A general plan setting out a detailed description of the types of public infrastructure to be financed by the CFD, including the estimated construction or acquisition costs of the public infrastructure and the annual operation and maintenance costs of the public infrastructure and the governmental approvals that will be required for both the public and private improvements to be constructed and operated within the proposed CFD.

b. A proposed project schedule for commencement and completion of the public infrastructure and the private development within the proposed CFD.

2.7. **Financing Plan**. The Completed Application shall include a detailed description of the financing plan that includes the sources and uses of monies to be used to cover the capital, operating, and maintenance costs for the public infrastructure within the proposed CFD, including the proposed types and amounts of tax-exempt/taxable bonds requested to be considered for the public improvements.

2.8. **Financial Feasibility Study**. The Completed Application shall include a financial feasibility study, covering the period of time until the last proposed bond of the CFD will be paid, for the entire project being developed on the property in the proposed CFD, including both the public infrastructure and the private development. The financial feasibility study shall include:

a. An analysis of how the proposed debt financing, operation and maintenance costs, user charges and other CFD costs will be allocated and what will be the impact to the ultimate end users of the property, specifically projected property taxes and property tax rates, special assessments, fees, charges and any other costs that would be borne by property in the CFD. The analysis shall also address the impact these costs will have on the marketability of the private development and a comparison of proposed tax rates or charges within the proposed CFD contrasted with the tax rates and charges within the proposed

CFD contrasted to the tax rates and changes in adjoining and similar areas outside of the proposed CFD.

b. A financing plan for the private development in the CFD.

c. A market absorption study for the private development in the CFD, prepared by an independent consultant acceptable to the Town, which shall include estimates of the revenue to be generated by the development, an estimate of the ability of the market to absorb the development, and a market absorption calendar for the development.

d. A value-to-lien ratio analysis based on the requirements of these CFD Policy Guidelines. The value portion of the analysis shall be the estimated value of the property within the CFD determined per subparagraph 4.6.g.iii below. The lien portion of the analysis shall be the sum of the principal amount of any outstanding CFD public financing and the proposed public financing.

e. A description and estimated amounts of the proposed equity contribution from the Applicant and a calendar showing the timing of such equity contribution.

2.9. **Insurance**. The Completed Application shall provide an explanation of how insurance coverage shall be provided by the Applicant and how assurances will be provided that premiums and deductibles will be paid in the future. The Applicant is responsible for the cost of insurance to cover all actions and activities taken by the Board of Directors and officers of the CFD relating to the CFD formation, financing, administrative actions or other related activities of the types, in amounts and with deductibles determined by the Risk Manager of the Town. Insurance must include "per occurrence coverage" including a "securities" rider if bonds are to be sold.

2.10. **Indemnification**. The Completed Application shall indicate how indemnification as required by the Development Agreement will be provided by the Applicant to the Town and the CFD and their agents, officers, and employees for, from, and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD. The Completed Application shall include financial statements and other supporting information for the entity providing the indemnification and shall provide appropriate collateral to cover the indemnity.

2.11. **Other Information**. The Completed Application shall include:

a. A detailed description of the proposed marketing plan to be used by the Applicant and/or home builders to market property within the CFD. This information may include, but is not limited to, descriptions and cost estimates of public infrastructure improvements to be financed by the CFD and a comparison of the proposed CFD to similar CFDs in the area.

b. A homebuyer disclosure form with a signed acknowledgement of receipt by the initial homebuyer of each lot in the CFD, in which the Applicant or home builder explains to prospective CFD landowners all of the following:

i. The existence of the CFD.

ii. The purposes for which the CFD was formed.

iii. The CFD's expected and possible secondary property tax rate.

iv. The estimated annual secondary tax amount based on applying the CFD's expected and possible secondary property tax rate to a representative residential property value.

v. Assessment and other financial burdens of the CFD.

c. The Applicant's description of the signing and record-keeping processes to be used for retaining all signed homebuyer disclosure forms, which shall include a requirement that the Applicant or home builder shall file with the Town a copy of each signed homebuyer disclosure form within 30 days of sale.

d. An operating plan for the CFD, explaining what functions the CFD will provide and how the operation and maintenance of the infrastructure and all other services in the CFD will be provided.

e. The District Development and Financing Participation Agreement between the Town and the Applicant (the "Development Agreement") in substantially final form, including all terms and provisions to be approved by the Town if formation of a CFD is approved. The Development Agreement must include matters required by the Act, including without limitation the subdivision public report requirements at A.R.S. § 48-708 (D), and must have been fully negotiated by the Applicant and Town staff, with agreement by both parties.

ARTICLE 3. APPLICATION PROCEDURES

3.1. The original and one electronic copy of the application for the formation of a CFD shall be submitted to the Finance Director of the Town who will coordinate an interdepartmental analysis of each application.

3.2. At the time of submission of the application, the applicant shall pay an application fee of $**15,000.00**.

3.3. Prior to submission of a Completed Application, and at the request of a potential Applicant, the Finance Director may arrange a pre-application conference with the potential Applicant, appropriate Town staff, and outside professionals and consultants, for the purpose of discussing the possible submission of a Completed Application for conformity with these CFD Policy Guidelines.

3.4. The Applicant shall provide any and all supplemental information requested by Town staff at or following the pre-application conference or any other time during the application process.

3.5. The review, analysis and consideration of a Completed Application will include:

a. A comprehensive review of the completed application to determine whether the completed application is consistent with these CFD Policy Guidelines, identification of missing or incomplete information and identification and discussion of any concerns with the Applicant. This will include, but will not be limited to, examining the project feasibility, analysis of land ownership interests, financing analyses, risk analysis and evaluation of community benefits.

b. Under the direction of the Finance Director, a report may be prepared including recommendations related to the proposed CFD and an analysis of the impact of the formation of the proposed CFD and its effects on the Town. The report may recommend that additional requirements be placed on the Applicant, on any related developer,

landowner, or builder, and/or on the proposed CFD itself. This review will include the preliminary approval of the form, terms and provisions of the "substantially complete" Development and Financing Participation Agreement necessary for formation of a CFD.

3.6. Within 60 days after the Applicant's submission of a Completed Application, the Town Council shall hold a public hearing to consider the Completed Application. A resolution declaring the intent to form a CFD may be considered by Town Council immediately following the public hearing. If the Town Council does not adopt the resolution, it will provide a written basis for not adopting the resolution and shall identify the specific changes needed for the completed application to be approved.

3.7. If an application includes a petition for formation signed by owners of all of the land in the proposed CFD and meets all the requirements of Article 2 in form satisfactory to the Town, the Town may declare the CFD formed without posting, publication, mailing, notice and public hearings or landowner election. Otherwise, the alternative provisions of the Act must be followed.

3.8. If the Town Council approves the formation of a CFD, any existing agreements with the Applicant for the provision of infrastructure proposed to be furnished by the CFD will be deemed amended to reflect the agreements and conditions pertaining to the CFD. The amendments will reflect that such infrastructure improvements will be provided (including by acquisition) by either the Applicant or the CFD.

3.9. If the Town Council approves an application for formation of a CFD, the Applicant and Town staff shall coordinate a schedule of events for formation of the CFD and shall finalize negotiation of the Development Agreement, which shall be entered into prior to or concurrently with formation of the CFD and which shall incorporate the requirements of any report or recommendations of Town staff relating to the CFD, the requirements of these CFD Policy Guidelines, and any other restrictions and provisions required by the Town.

ARTICLE 4. CFD OPERATIONS AND DEBT FINANCING

4.1. The Applicant shall be obligated to pay costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements.

a. Upon formation of a CFD the Applicant shall deposit with the Town's Finance Department a non-refundable administrative expense fee in the amount of $50,000. The administrative expense fee shall be applied by the Town to the costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements. From time to time, upon depletion of the administrative expense fee, the Town may request, and the Applicant shall promptly deposit, additional $25,000 deposits to be applied to the purposes contemplated in this Section 4.1.

b. An ad valorem tax of $.30 per $100 of assessed valuation for all real and personal property in the CFD shall be assessed pursuant to A.R.S. § 48-723 to cover administrative, operation, and maintenance expenses incurred by the CFD and by the Town for the benefit of the CFD. CFD administration, operation, and maintenance costs will be paid first from the proceeds of this ad valorem tax, and then from the Applicant's deposit referenced in subsection 4.1.a above.

c. The Applicant shall provide $100,000 in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, to secure the Applicant's obligation to pay costs and expenses incurred in connection with administration, operation, and maintenance of the CFD or its public improvements.

d. The security required under subsections 4.1.a and 4.1.c above shall remain in full force and effect until the assessed value of real property in the CFD generates at least $100,000 per year ad valorem taxes from the $.30 per $100 of assessed valuation assessed pursuant to A.R.S. § 48-723 for a period of three consecutive years or until the CFD is dissolved pursuant to A.R.S. § 48-724.

e. The Applicant remains obligated to pay costs and expenses incurred in connection with the CFD notwithstanding any release of security.

4.2. In connection with any request for debt financing, the Applicant shall provide a current appraisal of the fair cash market value of the property within the proposed CFD which is to be taxed or assessed, prepared by a person who is designated as a Member Appraisal Institute ("MAI") and a certified general real estate appraiser (such person hereafter referred to as an "MAI Appraiser"), such appraisal to be in form and substance acceptable to the Town, in its sole discretion.

4.3. The amount of CFD debt shall not have any substantial direct or indirect negative impacts on the debt or financing capabilities of the Town, and the CFD debt shall not impose an unreasonable financial burden on future CFD residents.

4.4. General obligation bonds of the CFD are secured by an ad valorem tax on all taxable property located within the CFD. An Applicant seeking the issuance of CFD general obligation bonds shall describe in each project feasibility report the following:

a. The current direct and overlapping tax and assessment burden on the taxable property that is proposed to be taxed and the full cash value and assessed valuation of the taxable property as shown on the most recent assessment roll.

b. The amount and timing of CFD general obligation bonds to be issued.

c. The expected market absorption of development within the CFD.

d. The effect of the CFD bond issuance on CFD tax rates, calculated as of the beginning, midway through, and at the end of the market absorption period, or based on the phasing of the project to be financed, as applicable.

e. Estimated savings, if any, to residents in the form of reduced home sales prices which are projected to result from CFD financing.

f. The proposed total tax rate of the CFD.

i. If the pre-established debt service target tax rate is not sufficient to pay the entire debt service in respect of outstanding general obligation bonds when due at the time of issuance thereof, the Applicant will be required to contribute an amount annually sufficient to pay the difference between the revenues produced by the pre-established target tax rate and the actual CFD debt service coming due in that fiscal year.

ii. To secure the Applicant's payment of the contribution described in the preceding subparagraph, the Applicant shall provide security in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, such that the total amount of all such security is equal to the larger of (i) three times the difference between Cumulative Maximum Annual Debt Service ("CMADS") and the estimated taxes to be collected in the year immediately following the year of bond issuance or (ii) one times CMADS. Any security provided by the Applicant and held by the CFD for prior bond sales will be taken into account for the purpose of determining the amount of security required for each subsequent bond issuance. CMADS is the maximum annual debt service with respect to all series of bonds outstanding, including, on the date of issuance of a series of bonds, the series of bonds then being issued. All of the foregoing items need to be described in detail. A cash flow schedule illustrating the security amount and the time period required to cover such shortfall will be required to be submitted by the Applicant prior to the issuance of general obligation bonds. The security shall remain in full force and effect until all of the bonds are paid off or the assessed value of real property in the CFD generates ad valorem taxes at the pre-established CFD target tax rate sufficient to pay CMADS for a period of three consecutive tax years beginning the year immediately following the final bond issuance.

g. Whether the bonds will be publicly offered or privately placed. Publicly offered bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Services, Inc., or another nationally recognized bond rating service. Privately placed bonds need not be rated; however, the purchasers of such general obligation bonds must be "qualified institutional buyers" (as that term is defined in Rule 144A of the Securities Exchange Commission) and must agree not to resell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of general obligation bonds in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.5. Revenue bonds shall be payable from a CFD revenue source. An Applicant seeking the issuance of CFD revenue bonds must describe in each project feasibility report, the following:

a. The current direct and overlapping tax and assessment burdens on the taxable property within the CFD and the full cash value and assessed valuation of that taxable property as shown on the most recent assessment roll.

b. The revenue source from which bonds will be payable. The Town reserves the right to require the applicant to produce such independently prepared feasibility studies or reports as it deems necessary to confirm the amount and availability of revenues.

c. The expected market absorption of development within the CFD.

d. The amount and timing of CFD revenue bonds to be issued.

e. The financial impact of the proposed issue(s) on prospective residents.

f. Whether the bonds will be publicly offered or privately placed. Publicly offered revenue bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized

bond rating service. Privately place bonds need not be rated; however, the purchasers of such revenue bonds must be "qualified institutional buyers" and must agree not to sell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of a revenue bond in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.6. Assessment bonds shall be secured by first lien (subject only to the lien for general taxes and prior special assessments) on the property benefited. An Applicant seeking the issuance of CFD assessment bonds shall describe in the application and in each project feasibility report, the following:

a. The current direct and overlapping tax and assessment burdens on real property to comprise the CFD and the full cash value and assessed valuation of that property as shown on the most recent assessment roll.

b. The amount and timing of CFD assessment bonds to be issued.

c. The expected market absorption of development within the CFD.

d. The assessment burden to be placed on prospective residents.

e. Whether the assessments will be paid upon the sale of lots by the Applicant or will remain on the property after sale.

f. If assessed parcels of land are expected to be subdivided, the process by which the assessments will be allocated to the subdivided land.

g. Whether the assessment bonds will be publicly offered or privately placed.

i. Publicly offered assessment bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Alternatively, in an unrated public offering, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board, in its sole discretion, evidencing

1) A land value to debt ratio of at least 4 to 1 prior to the issuance of debt for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below).

2) A land value to debt ratio of at least 6 to 1 prior to the issuance of debt in all other circumstances.

ii. Privately placed bonds need not be rated; however the purchasers of such assessment bonds must be "qualified institutional buyers" who must agree to hold the bonds for their own account or agree not to sell the bonds except to "qualified institutional buyers." In connection with the sale of unrated privately placed assessment bonds, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board, in its sole discretion, indicating a land value to debt ratio of at least 4 to 1 as of a date prior to the issuance of debt.

iii. The independent fee appraisal provided by the Applicant for an unrated public offering (subparagraph i above) or for privately placed bonds (subparagraph ii above) shall value the property as follows:

1) Where the bonds will be used to pay for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below), the appraisal shall be based on the appraised value of the land to be encumbered including the value of constructed or expected to be constructed public improvements. The value of public improvements expected to be constructed will only be considered if adequate security (performance bond or similar) is in place to ensure that the assets are constructed.

2) In all other circumstances, the appraisal shall be based on the appraised value of the land to be encumbered at its bulk wholesale value prior to any private or public improvements being installed.

4.7. Notwithstanding the restrictions pertaining to public sales and private placements of the bonds set forth in this Article 4, the restrictions may be modified if other financing structures are presented which, in the sole discretion of the CFD Board, provide other means to address CFD concerns.

ARTICLE 5. FINANCING CONSIDERATIONS

5.1. The Applicant shall provide at least $0.25 in infrastructure or community improvements for each $1.00 of debt to be issued by a CFD to finance public infrastructure purposes. If agreed to by the CFD, prior infrastructure and community improvements constructed or acquired by the Applicant and benefiting the property within the CFD may be included in calculating the Applicant's compliance with this Section 5.1.

5.2. If allowed by law, all bond issues shall include a debt service reserve fund in an amount acceptable to the CFD Board.

5.3. Privately placed bonds shall have minimum authorized denominations of $100,000.

5.4. A general obligation bond authorization for a CFD shall expire no later than the earlier of the 15th anniversary of the first bond issuance or 75% of development lots. Under extenuating circumstances the CFD Board may, in its sole and absolute discretion, extend this period.

5.5. In further consideration of the types of debt obligations used to finance the acquisition or construction of eligible public infrastructure, the following shall guide CFD obligations:

a. Routine Public Infrastructure Requirements. General obligation bonds shall be the preferred financing mechanism for CFDs with routine public infrastructure requirements. The pre-established debt service target tax rate shall be levied upon all CFD taxable property.

b. Extraordinary Public Infrastructure Requirements. General obligation bonds and/or special assessment bonds may be used for any portion of extraordinary public infrastructure required for the CFD. Extraordinary public infrastructure requirements are those infrastructure elements not routinely required for a development project. Examples of extraordinary public infrastructure include but are not necessarily limited to transportation interchanges, water reclamation facilities, water treatment campuses, and similar regional public infrastructure improvements. The pre-established debt service target tax rate shall

not be exceeded and shall be levied upon all CFD taxable property for any general obligation bonds, as applicable. Special assessment liens shall not exceed the value-to-lien ratio described in subparagraph 4.6.g above on a per lot basis.

5.6. The Applicant or a third party acceptable to the Town and the CFD Board shall indemnify the Town and the CFD and their agents and employees and shall hold the Town and the CFD and their agents and employees harmless for, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD.

5.7. The Applicant shall obtain and pay the cost of a directors and officers (D&O) insurance policy to cover all actions and activities taken by the CFD Board and officers of the CFD relating to the CFD formation, financing, administrative actions and other related activities. The Applicant shall deposit the amount of any deductible under the D&O insurance policy in escrow with the CFD Board or shall provide security acceptable to the CFD Board for the amount of the deductible. The amount of the D&O coverage shall at all times equal or exceed $2,000,000 per occurrence and $2,000,000 aggregate. The CFD Board may increase the D&O coverage from time to time commensurate with increases in coverage obtained by the Town for its directors and officers.

5.8. Unless otherwise provided to the Town pursuant to other requirements, prior to CFD financing and acquisition by the CFD or Town, the CFD or Town will require an independent environmental report or assessment of any real property which will be dedicated to or otherwise owned, leased or operated by the Town or the CFD and a proposed form or indemnity agreement with respect to all environmental liability.

TOWN OF MARANA, ARIZONA
POLICY GUIDELINES AND APPLICATION PROCEDURES FOR THE ESTABLISHMENT OF COMMUNITY FACILITIES DISTRICTS*

In order to secure for the Town of Marana, Arizona (the "Town") the benefits of the Community Facilities Act† (the "Act") and to promote the best interests of the Town, the following CFD Policy Guidelines and Application Procedures (these "CFD Policy Guidelines") have been adopted by the Town Council.

A community facilities district ("CFD") provides a funding mechanism to finance construction, operation, and maintenance of public infrastructure within the boundaries of the CFD, and to better enable the Town to provide municipal services within the boundaries of the CFD. The Town Council recognizes the ability of the CFD to permit the construction of infrastructure that might otherwise not be constructed. For these reasons, the Town Council has established these CFD Policy Guidelines.

Considering that the establishment of a CFD is the legal equivalent of the establishment of an entirely new municipal entity within the boundaries of the Town, the Town Council believes that the formation of the CFD should be entered into carefully, to ensure its lasting success.

ARTICLE 1. GENERAL POLICIES

1.1. CFDs should be utilized primarily in connection with the financing of major infrastructure for development of residential projects, master planned communities or projects which include resort hotels or substantial commercial development.

1.2. Priority should be given to CFDs that provide an enhanced level of public infrastructure amenities and/or municipal services. CFD financing will not be provided for public infrastructure improvements which are normally expected as part of a development. Public improvements financed by a CFD should be in conformance with the Town's General Plan in order to encourage orderly growth and development.

1.3. All costs incurred by the Town and the CFD in connection with the CFD application, formation, and administration, and all operation expenses appurtenant to the CFD, will be paid by the developer/landowner (the "Applicant") through advance payments as provided in these CFD Policy Guidelines. Payment shall include payment for services rendered by Town and CFD staff as well as services rendered by outside consultants who may be retained by the Town or the CFD, including but not limited to bond counsel, financial advisors, engineers, and appraisers. If the Town or CFD uses outside consultants as "staff," such as attorneys or engineers, those consultants will also be paid their customary rate for services. If authorized by the CFD Board, exercising its sole discretion, all or part of such costs may be paid by a CFD tax levy or reimbursed to the Applicant from a CFD tax levy, CFD assessment, CFD revenues, or CFD bond proceeds, so long as such reimbursement is in conformance with federal law, state law, and these CFD Policy Guidelines.

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* Adopted by Marana Resolution No. 97-42 (5/21/1997); amended by Marana Resolution No. 2004-161 (11/5/04), Marana Resolution No. 2019-034 (06/04/2019), Marana Resolution No. 2019-074 (08/06/2019), and Marana Resolution No. 2021-105 (8/3/2021).

† Arizona Revised Statutes section (A.R.S. §) 48-701 *et. seq.*, as amended.

1.4. The Town will encourage an area to be governed by as few CFDs as possible, and a preference will be given to one master CFD. These CFD Policy Guidelines are adopted to provide ease of administration and the largest tax/revenue base possible. The decision to form a CFD shall be a decision of the Town Council exercised in its sole and absolute discretion.

1.5. A CFD will be governed by a board of directors comprised of the members of the Town Council, ex officio, except that, the Applicant may request to appoint two additional CFD Board members to govern the CFD, along with the members of the Town Council ex officio. See section 2.4 below for details.~~Unless otherwise agreed to by the Town, a CFD formed after 2018 will be governed by a board of directors comprised of the members of the Town Council, ex officio, with two additional members designated by the owner of the largest amount of privately-owned acreage in the proposed district and who are appointed by Town Council.~~ The day-to-day responsibilities of the CFD will be performed by Town staff or, pursuant to a contract, by outside personnel. At the sole option of the CFD Board, advisory committees may be utilized.

1.6. Unless otherwise agreed to by the Town, the CFD must be self-supporting from the standpoints of financing, operations, and maintenance. No Town funds will be used for CFD purposes. Notwithstanding anything contained in these CFD Policy Guidelines, neither the property, the full faith and credit, nor the taxing power of the Town shall be pledged to the payment of any CFD obligation or indebtedness.

1.7. The CFD Board will determine, in its sole and absolute discretion, the amount, timing, and form of financing to be used by a CFD after review of the project feasibility report, Member Appraisal Institute ("MAI") property appraisals (utilizing the appropriate appraisal methodology) acceptable to the CFD Board, and other required pertinent information.

1.8. A key tenet of these CFD Policy Guidelines is the financial protection of homeowners within a CFD. As such, these CFD Policy Guidelines include provisions that attempt to protect homeowners from financial liability in excess of targeted tax rates and assessments. Similarly, these CFD Policy Guidelines include provisions designed to meet all financial obligations and/or legal exposures of the CFD.

1.9. The CFD will construct all public improvements utilizing public bidding procedures in accordance with applicable laws, rules, and regulations and as would be applied by the Town in a construction project for the Town. In general, this requires compliance with Arizona Revised Statutes Title 34 and the Town of Marana Procurement Code (Town Code Chapter 3-4).

1.10. The CFD will not use bond proceeds or other CFD funds to purchase public rights-of-way or other real property to be used for public infrastructure improvements, if such real property would be required to be dedicated and conveyed to the Town by the Applicant upon development of its property.

1.11. CFD bond proceeds will not be used for public infrastructure improvements which are included in an infrastructure improvements plan adopted in support of a development impact fee.

1.12. The Town retains the right to select all consultants necessary for the evaluation of any application and the proceedings for the formation of a CFD and the issuance of CFD bonds. This includes but is not limited to any special tax consultant, bond counsel, underwriter, appraiser, engineer, or any other consultant deemed necessary by the Town or the CFD Board.

1.13. These CFD Policy Guidelines may be modified from time to time by the Town. Any applicant will be given the opportunity to propose alternative approaches to those provided herein, with the understanding that concerns of the Town must be adequately addressed before the staff of the Town will recommend approval of a CFD by the Town Council.

ARTICLE 2. CONTENT OF APPLICATION

2.1. **Completed Application**. Pursuant to A.R.S. § 48-702(B), the Applicant shall submit a completed application for the formation of a CFD (the "Completed Application") to the Town's Finance Department before the Town will consider forming a CFD. The Completed Application shall, at a minimum, contain the information set forth below and must be organized in the manner described in this Article.

2.2. **Petition in Favor of Formation**. The Completed Application shall include a petition signed by the owners of at least 25% of the land area proposed to be included in the CFD. The petition must include a list of all parcels in the proposed CFD along with the parcel number, owner names, situs address and lot size (parcel square footage or acreage) for each individual parcel.

2.3. **Applicant Information**. The Completed Application shall include:

a. A description of the Applicant, including its corporate and organizational structure, and the names of all officers and corporate directors of the Applicant.

b. The name, address, telephone number, and email address of the Applicant's primary contact.

c. The names, addresses, telephone numbers, and email addresses of any legal representatives, engineers, architects, financial consultants or other consultants of the Applicant or significantly involved in the application.

d. A general description of the Applicant's experience with similar types of developments.

e. Evidence demonstrating the Applicant's ability and capacity (including financial statements and supporting information) to undertake the proposed public infrastructure and private development.

2.4. **Board Member Information**. Pursuant to A.R.S. § 48-702(C)(8), the Applicant may request to appoint two additional CFD Board members to govern the CFD, along with the members of the Town Council ex officio. Pursuant to A.R.S. § 48-705(A), at the sole discretion of the Town Council, the resolution ordering the formation of the CFD may state that the two additional CFD Board member positions shall permanently be advisory, nonvoting members of the CFD Board. If the Applicant requests to appoint two additional CFD Board members, the Completed Application shall describe the process for the designation of the two additional CFD Board members, including the following:

a. The names, addresses, telephone numbers, email addresses, backgrounds, qualifications, and other relevant information of the two proposed additional CFD Board members to be designated by the owner of the largest amount of privately owned acreage in the proposed CFD.

b. The process for the designation of the two additional CFD Board members on completion of the development of all property in the CFD, and on expiration of the term of such Board members or vacancy because of death, resignation, or inability to discharge duties.

c. Documentation evidencing each proposed CFD Board member's acknowledgment of his or her obligation to comply with Arizona Revised Statutes Title 38 ("Public Officers and Employees"), Chapter 3 ("Conduct of Office"), Article 3.1 ("Public Meetings and Proceedings").

d. Unqualified hold harmless and indemnity guarantees to the Town, the CFD, and officers, agents and employees of the Town and the CFD for the actions and conduct of each proposed CFD Board member.

2.5. **Proposed CFD**. The Completed Application shall include:

a. A description of how the proposed CFD meets the existing development objectives of the Town, including the degree to which the CFD is consistent with the goals of the Town's General Plan for promoting orderly development, consistent with growth management policies and zoning requirements and the degree to which the land use plan for the CFD is consistent with the Town's General Plan Map for the area.

b. A general description of the proposed CFD with an analysis of the appropriateness of the CFD boundaries.

c. A legal description of the proposed CFD boundaries with an accompanying depiction.

d. A current title report showing the names and addresses of persons with any interest in the land within the proposed CFD boundaries.

e. A certificate from the respective county elections department(s) showing the names and addresses of all qualified electors in the proposed CFD boundaries.

2.6. **Project Description and Proposed Improvements**. The Completed Application shall include:

a. A general plan setting out a detailed description of the types of public infrastructure to be financed by the CFD, including the estimated construction or acquisition costs of the public infrastructure and the annual operation and maintenance costs of the public infrastructure and the governmental approvals that will be required for both the public and private improvements to be constructed and operated within the proposed CFD.

b. A proposed project schedule for commencement and completion of the public infrastructure and the private development within the proposed CFD.

2.7. **Financing Plan**. The Completed Application shall include a detailed description of the financing plan that includes the sources and uses of monies to be used to cover the capital, operating, and maintenance costs for the public infrastructure within the proposed CFD, including the proposed types and amounts of tax-exempt/taxable bonds requested to be considered for the public improvements.

2.8. **Financial Feasibility Study**. The Completed Application shall include a financial feasibility study, covering the period of time until the last proposed bond of the CFD will be paid, for the entire project being developed on the property in the proposed CFD, including both the public infrastructure and the private development. The financial feasibility study shall include:

a. An analysis of how the proposed debt financing, operation and maintenance costs, user charges and other CFD costs will be allocated and what will be the impact to the ultimate end users of the property, specifically projected property taxes and property tax rates,

special assessments, fees, charges and any other costs that would be borne by property in the CFD. The analysis shall also address the impact these costs will have on the marketability of the private development and a comparison of proposed tax rates or charges within the proposed CFD contrasted with the tax rates and charges within the proposed CFD contrasted to the tax rates and changes in adjoining and similar areas outside of the proposed CFD.

b. A financing plan for the private development in the CFD.

c. A market absorption study for the private development in the CFD, prepared by an independent consultant acceptable to the Town, which shall include estimates of the revenue to be generated by the development, an estimate of the ability of the market to absorb the development, and a market absorption calendar for the development.

d. A value-to-lien ratio analysis based on the requirements of these CFD Policy Guidelines. The value portion of the analysis shall be the estimated value of the property within the CFD determined per subparagraph 4.6.g.iii below. The lien portion of the analysis shall be the sum of the principal amount of any outstanding CFD public financing and the proposed public financing.

e. A description and estimated amounts of the proposed equity contribution from the Applicant and a calendar showing the timing of such equity contribution.

2.9. **Insurance**. The Completed Application shall provide an explanation of how insurance coverage shall be provided by the Applicant and how assurances will be provided that premiums and deductibles will be paid in the future. The Applicant is responsible for the cost of insurance to cover all actions and activities taken by the Board of Directors and officers of the CFD relating to the CFD formation, financing, administrative actions or other related activities of the types, in amounts and with deductibles determined by the Risk Manager of the Town. Insurance must include "per occurrence coverage" including a "securities" rider if bonds are to be sold.

2.10. **Indemnification**. The Completed Application shall indicate how indemnification as required by the Development Agreement will be provided by the Applicant to the Town and the CFD and their agents, officers, and employees for, from, and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD. The Completed Application shall include financial statements and other supporting information for the entity providing the indemnification and shall provide appropriate collateral to cover the indemnity.

2.11. **Other Information**. The Completed Application shall include:

a. A detailed description of the proposed marketing plan to be used by the Applicant and/or home builders to market property within the CFD. This information may include, but is not limited to, descriptions and cost estimates of public infrastructure improvements to be financed by the CFD and a comparison of the proposed CFD to similar CFDs in the area.

b. A homebuyer disclosure form with a signed acknowledgement of receipt by the initial homebuyer of each lot in the CFD, in which the Applicant or home builder explains to prospective CFD landowners all of the following:

i. The existence of the CFD.

ii. The purposes for which the CFD was formed.

iii. The CFD's expected and possible secondary property tax rate.

iv. The estimated annual secondary tax amount based on applying the CFD's expected and possible secondary property tax rate to a representative residential property value.

v. Assessment and other financial burdens of the CFD.

c. The Applicant's description of the signing and record-keeping processes to be used for retaining all signed homebuyer disclosure forms, which shall include a requirement that the Applicant or home builder shall file with the Town a copy of each signed homebuyer disclosure form within 30 days of sale.

d. An operating plan for the CFD, explaining what functions the CFD will provide and how the operation and maintenance of the infrastructure and all other services in the CFD will be provided.

e. The District Development and Financing Participation Agreement between the Town and the Applicant (the "Development Agreement") in substantially final form, including all terms and provisions to be approved by the Town if formation of a CFD is approved. The Development Agreement must include matters required by the Act, including without limitation the subdivision public report requirements at A.R.S. § 48-708 (D), and must have been fully negotiated by the Applicant and Town staff, with agreement by both parties.

ARTICLE 3. APPLICATION PROCEDURES

3.1. The original and one electronic copy of the application for the formation of a CFD shall be submitted to the Finance Director of the Town who will coordinate an interdepartmental analysis of each application.

3.2. At the time of submission of the application, the applicant shall pay an application fee of $**15,000.00**.

3.3. Prior to submission of a Completed Application, and at the request of a potential Applicant, the Finance Director may arrange a pre-application conference with the potential Applicant, appropriate Town staff, and outside professionals and consultants, for the purpose of discussing the possible submission of a Completed Application for conformity with these CFD Policy Guidelines.

3.4. The Applicant shall provide any and all supplemental information requested by Town staff at or following the pre-application conference or any other time during the application process.

3.5. The review, analysis and consideration of a Completed Application will include:

a. A comprehensive review of the completed application to determine whether the completed application is consistent with these CFD Policy Guidelines, identification of missing or incomplete information and identification and discussion of any concerns with the Applicant. This will include, but will not be limited to, examining the project feasibility, analysis of land ownership interests, financing analyses, risk analysis and evaluation of community benefits.

b. Under the direction of the Finance Director, a report may be prepared including recommendations related to the proposed CFD and an analysis of the impact of the formation of the proposed CFD and its effects on the Town. The report may recommend that additional requirements be placed on the Applicant, on any related developer, landowner, or builder, and/or on the proposed CFD itself. This review will include the preliminary approval of the form, terms and provisions of the "substantially complete" Development and Financing Participation Agreement necessary for formation of a CFD.

3.6. Within 60 days after the Applicant's submission of a Completed Application, the Town Council shall hold a public hearing to consider the Completed Application. A resolution declaring the intent to form a CFD may be considered by Town Council immediately following the public hearing. If the Town Council does not adopt the resolution, it will provide a written basis for not adopting the resolution and shall identify the specific changes needed for the completed application to be approved.

3.7. If an application includes a petition for formation signed by owners of all of the land in the proposed CFD and meets all the requirements of Article 2 in form satisfactory to the Town, the Town may declare the CFD formed without posting, publication, mailing, notice and public hearings or landowner election. Otherwise, the alternative provisions of the Act must be followed.

3.8. If the Town Council approves the formation of a CFD, any existing agreements with the Applicant for the provision of infrastructure proposed to be furnished by the CFD will be deemed amended to reflect the agreements and conditions pertaining to the CFD. The amendments will reflect that such infrastructure improvements will be provided (including by acquisition) by either the Applicant or the CFD.

3.9. If the Town Council approves an application for formation of a CFD, the Applicant and Town staff shall coordinate a schedule of events for formation of the CFD and shall finalize negotiation of the Development Agreement, which shall be entered into prior to or concurrently with formation of the CFD and which shall incorporate the requirements of any report or recommendations of Town staff relating to the CFD, the requirements of these CFD Policy Guidelines, and any other restrictions and provisions required by the Town.

ARTICLE 4. CFD OPERATIONS AND DEBT FINANCING

4.1. The Applicant shall be obligated to pay costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements.

a. Upon formation of a CFD the Applicant shall deposit with the Town's Finance Department a non-refundable administrative expense fee in the amount of $50,000. The administrative expense fee shall be applied by the Town to the costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements. From time to time, upon depletion of the administrative expense fee, the Town may request, and the Applicant shall promptly deposit, additional $25,000 deposits to be applied to the purposes contemplated in this Section 4.1.

b. An ad valorem tax of $.30 per $100 of assessed valuation for all real and personal property in the CFD shall be assessed pursuant to A.R.S. § 48-723 to cover administrative,

operation, and maintenance expenses incurred by the CFD and by the Town for the benefit of the CFD. CFD administration, operation, and maintenance costs will be paid first from the proceeds of this ad valorem tax, and then from the Applicant's deposit referenced in subsection 4.1.a above.

c. The Applicant shall provide $100,000 in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, to secure the Applicant's obligation to pay costs and expenses incurred in connection with administration, operation, and maintenance of the CFD or its public improvements.

d. The security required under subsections 4.1.a and 4.1.c above shall remain in full force and effect until the assessed value of real property in the CFD generates at least $100,000 per year ad valorem taxes from the $.30 per $100 of assessed valuation assessed pursuant to A.R.S. § 48-723 for a period of three consecutive years or until the CFD is dissolved pursuant to A.R.S. § 48-724.

e. The Applicant remains obligated to pay costs and expenses incurred in connection with the CFD notwithstanding any release of security.

4.2. In connection with any request for debt financing, the Applicant shall provide a current appraisal of the fair cash market value of the property within the proposed CFD which is to be taxed or assessed, prepared by a person who is designated as a Member Appraisal Institute ("MAI") and a certified general real estate appraiser (such person hereafter referred to as an "MAI Appraiser"), such appraisal to be in form and substance acceptable to the Town, in its sole discretion.

4.3. The amount of CFD debt shall not have any substantial direct or indirect negative impacts on the debt or financing capabilities of the Town, and the CFD debt shall not impose an unreasonable financial burden on future CFD residents.

4.4. General obligation bonds of the CFD are secured by an ad valorem tax on all taxable property located within the CFD. An Applicant seeking the issuance of CFD general obligation bonds shall describe in each project feasibility report the following:

a. The current direct and overlapping tax and assessment burden on the taxable property that is proposed to be taxed and the full cash value and assessed valuation of the taxable property as shown on the most recent assessment roll.

b. The amount and timing of CFD general obligation bonds to be issued.

c. The expected market absorption of development within the CFD.

d. The effect of the CFD bond issuance on CFD tax rates, calculated as of the beginning, midway through, and at the end of the market absorption period, or based on the phasing of the project to be financed, as applicable.

e. Estimated savings, if any, to residents in the form of reduced home sales prices which are projected to result from CFD financing.

f. The proposed total tax rate of the CFD.

i. If the pre-established debt service target tax rate is not sufficient to pay the entire debt service in respect of outstanding general obligation bonds when due at the time of

issuance thereof, the Applicant will be required to contribute an amount annually sufficient to pay the difference between the revenues produced by the pre-established target tax rate and the actual CFD debt service coming due in that fiscal year.

ii. To secure the Applicant's payment of the contribution described in the preceding subparagraph, the Applicant shall provide security in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, such that the total amount of all such security is equal to the larger of (i) three times the difference between Cumulative Maximum Annual Debt Service ("CMADS") and the estimated taxes to be collected in the year immediately following the year of bond issuance or (ii) one times CMADS. Any security provided by the Applicant and held by the CFD for prior bond sales will be taken into account for the purpose of determining the amount of security required for each subsequent bond issuance. CMADS is the maximum annual debt service with respect to all series of bonds outstanding, including, on the date of issuance of a series of bonds, the series of bonds then being issued. All of the foregoing items need to be described in detail. A cash flow schedule illustrating the security amount and the time period required to cover such shortfall will be required to be submitted by the Applicant prior to the issuance of general obligation bonds. The security shall remain in full force and effect until all of the bonds are paid off or the assessed value of real property in the CFD generates ad valorem taxes at the pre-established CFD target tax rate sufficient to pay CMADS for a period of three consecutive tax years beginning the year immediately following the final bond issuance.

g. Whether the bonds will be publicly offered or privately placed. Publicly offered bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Services, Inc., or another nationally recognized bond rating service. Privately placed bonds need not be rated; however, the purchasers of such general obligation bonds must be "qualified institutional buyers" (as that term is defined in Rule 144A of the Securities Exchange Commission) and must agree not to resell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of general obligation bonds in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.5. Revenue bonds shall be payable from a CFD revenue source. An Applicant seeking the issuance of CFD revenue bonds must describe in each project feasibility report, the following:

a. The current direct and overlapping tax and assessment burdens on the taxable property within the CFD and the full cash value and assessed valuation of that taxable property as shown on the most recent assessment roll.

b. The revenue source from which bonds will be payable. The Town reserves the right to require the applicant to produce such independently prepared feasibility studies or reports as it deems necessary to confirm the amount and availability of revenues.

c. The expected market absorption of development within the CFD.

d. The amount and timing of CFD revenue bonds to be issued.

e. The financial impact of the proposed issue(s) on prospective residents.

f. Whether the bonds will be publicly offered or privately placed. Publicly offered revenue bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Privately place bonds need not be rated; however, the purchasers of such revenue bonds must be "qualified institutional buyers" and must agree not to sell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of a revenue bond in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.6. Assessment bonds shall be secured by first lien (subject only to the lien for general taxes and prior special assessments) on the property benefited. An Applicant seeking the issuance of CFD assessment bonds shall describe in the application and in each project feasibility report, the following:

a. The current direct and overlapping tax and assessment burdens on real property to comprise the CFD and the full cash value and assessed valuation of that property as shown on the most recent assessment roll.

b. The amount and timing of CFD assessment bonds to be issued.

c. The expected market absorption of development within the CFD.

d. The assessment burden to be placed on prospective residents.

e. Whether the assessments will be paid upon the sale of lots by the Applicant or will remain on the property after sale.

f. If assessed parcels of land are expected to be subdivided, the process by which the assessments will be allocated to the subdivided land.

g. Whether the assessment bonds will be publicly offered or privately placed.

i. Publicly offered assessment bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Alternatively, in an unrated public offering, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board, in its sole discretion, evidencing

1) A land value to debt ratio of at least 4 to 1 prior to the issuance of debt for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below).

2) A land value to debt ratio of at least 6 to 1 prior to the issuance of debt in all other circumstances.

ii. Privately placed bonds need not be rated; however the purchasers of such assessment bonds must be "qualified institutional buyers" who must agree to hold the bonds for their own account or agree not to sell the bonds except to "qualified institutional buyers." In connection with the sale of unrated privately placed assessment bonds, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board,

in its sole discretion, indicating a land value to debt ratio of at least 4 to 1 as of a date prior to the issuance of debt.

iii. The independent fee appraisal provided by the Applicant for an unrated public offering (subparagraph i above) or for privately placed bonds (subparagraph ii above) shall value the property as follows:

1) Where the bonds will be used to pay for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below), the appraisal shall be based on the appraised value of the land to be encumbered including the value of constructed or expected to be constructed public improvements. The value of public improvements expected to be constructed will only be considered if adequate security (performance bond or similar) is in place to ensure that the assets are constructed.

2) In all other circumstances, the appraisal shall be based on the appraised value of the land to be encumbered at its bulk wholesale value prior to any private or public improvements being installed.

4.7. Notwithstanding the restrictions pertaining to public sales and private placements of the bonds set forth in this Article 4, the restrictions may be modified if other financing structures are presented which, in the sole discretion of the CFD Board, provide other means to address CFD concerns.

ARTICLE 5. FINANCING CONSIDERATIONS

5.1. The Applicant shall provide at least $0.25 in infrastructure or community improvements for each $1.00 of debt to be issued by a CFD to finance public infrastructure purposes. If agreed to by the CFD, prior infrastructure and community improvements constructed or acquired by the Applicant and benefiting the property within the CFD may be included in calculating the Applicant's compliance with this Section 5.1.

5.2. If allowed by law, all bond issues shall include a debt service reserve fund in an amount acceptable to the CFD Board.

5.3. Privately placed bonds shall have minimum authorized denominations of $100,000.

5.4. A general obligation bond authorization for a CFD shall expire no later than the earlier of the 15th anniversary of the first bond issuance or 75% of development lots. Under extenuating circumstances the CFD Board may, in its sole and absolute discretion, extend this period.

5.5. In further consideration of the types of debt obligations used to finance the acquisition or construction of eligible public infrastructure, the following shall guide CFD obligations:

a. Routine Public Infrastructure Requirements. General obligation bonds shall be the preferred financing mechanism for CFDs with routine public infrastructure requirements. The pre-established debt service target tax rate shall be levied upon all CFD taxable property.

b. Extraordinary Public Infrastructure Requirements. General obligation bonds and/or special assessment bonds may be used for any portion of extraordinary public infrastructure required for the CFD. Extraordinary public infrastructure requirements are those infrastructure elements not routinely required for a development project. Examples of

extraordinary public infrastructure include but are not necessarily limited to transportation interchanges, water reclamation facilities, water treatment campuses, and similar regional public infrastructure improvements. The pre-established debt service target tax rate shall not be exceeded and shall be levied upon all CFD taxable property for any general obligation bonds, as applicable. Special assessment liens shall not exceed the value-to-lien ratio described in subparagraph 4.6.g above on a per lot basis.

5.6. The Applicant or a third party acceptable to the Town and the CFD Board shall indemnify the Town and the CFD and their agents and employees and shall hold the Town and the CFD and their agents and employees harmless for, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD.

5.7. The Applicant shall obtain and pay the cost of a directors and officers (D&O) insurance policy to cover all actions and activities taken by the CFD Board and officers of the CFD relating to the CFD formation, financing, administrative actions and other related activities. The Applicant shall deposit the amount of any deductible under the D&O insurance policy in escrow with the CFD Board or shall provide security acceptable to the CFD Board for the amount of the deductible. The amount of the D&O coverage shall at all times equal or exceed $2,000,000 per occurrence and $2,000,000 aggregate. The CFD Board may increase the D&O coverage from time to time commensurate with increases in coverage obtained by the Town for its directors and officers.

5.8. Unless otherwise provided to the Town pursuant to other requirements, prior to CFD financing and acquisition by the CFD or Town, the CFD or Town will require an independent environmental report or assessment of any real property which will be dedicated to or otherwise owned, leased or operated by the Town or the CFD and a proposed form or indemnity agreement with respect to all environmental liability.

Council-Regular Meeting **C6**

Meeting Date: 12/07/2021

To: Mayor and Council

Submitted For: Jing Luo, Water Director

From: Stephen Dean, Deputy Water Director

Date: December 7, 2021

Strategic Plan Focus Area:
Community, Progress & Innovation

Subject: Resolution No. 2021-156: Relating to Utilities; approving and authorizing the Mayor to sign the Intergovernmental Agreement Between the Metropolitan Domestic Water Improvement District, the Town of Marana and the Town of Oro Valley to Accommodate Additional Partnered Water Facility Construction as Part of the Northwest Recharge, Recovery, and Delivery System (NWRRDS) (Jing Luo)

Discussion:

On April 18, 2017, the Marana Town Council approved Marana Resolution No. 2017-033, authorizing the Mayor to sign the Northwest Recharge, Recovery, and Delivery System (NWRRDS) Intergovernmental Agreement (the "Original IGA") among the Town, Metropolitan Domestic Water Improvement District (Metro Water), and Oro Valley. The Original IGA sets forth the activities and responsibilities of the three entities during planning, design, construction, operation and maintenance of the NWRRDS for a period of 50 years. The purpose of the Original IGA was to allow the three entities to utilize water stored underground or in groundwater savings facilities in the North Marana area by transporting it through the NWRRDS in order to meet current and future water demands in the north area of the Tucson Basin.

The Original IGA set forth provisions for the construction of a groundwater withdrawal wellfield, a large diameter pipeline, and a two million gallon capacity forebay reservoir. The water from these wells will be transported easterly along Avra Valley Road and under I-10 and the Union Pacific railroad to the forebay reservoir. From this forebay reservoir, each entity is responsible for constructing its own booster station and delivery system to deliver the water into its respective water system.

The Town, Metro Water and Oro Valley now desire to take advantage of the economies of scale and desire and to avoid potential construction conflicts with respect to the construction of their booster stations. This item proposes a supplemental IGA to the Original IGA that addresses the construction of Metro Water, Marana and Oro Valley booster stations under one project contractor. The project will be administered by Oro Valley as the lead agency and paid for by each of the parties. Each party shall retain ownership of its portion of the facilities that are constructed pursuant to the proposed IGA and shall be responsible for the operation and maintenance of its respective facilities constructed as part of the project.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Y
Amount:	$65,540

The above estimated amount is included in the $3,760,723 authorized budget for the NWRRDs project (WT048). Additional funding for this project is also available in future periods as this is a multi-year project.

Staff Recommendation:

Staff recommends approval of the intergovernmental agreement.

Suggested Motion:

I move to adopt Resolution No. 2021-156 approving and authorizing the Mayor to sign the Intergovernmental Agreement Between the Metropolitan Domestic Water Improvement District the Town of Marana and the Town of Oro Valley to Accommodate Additional Partnered Water Facility Construction as Part of the Northwest Recharge, Recovery, and Delivery System (NWRRDS).

Attachments

Resolution No. 2021-156

Exhibit A

MARANA RESOLUTION NO. 2021-156

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT THE TOWN OF MARANA AND THE TOWN OF ORO VALLEY TO ACCOMMODATE ADDITIONAL PARTNERED WATER FACILITY CONSTRUCTION AS PART OF THE NORTHWEST RECHARGE, RECOVERY, AND DELIVERY SYSTEM (NWRRDS)

WHEREAS the Metropolitan Domestic Water Improvement District (Metro Water), the Town of Marana and the Town of Oro Valley store water underground or utilize groundwater savings facilities in the north Marana area; and

WHEREAS to utilize this water, the staffs of the three entities have developed the Northwest Recharge, Recovery, and Delivery System (NWRRDS) to transport water from north Marana to meet current and future water demands in the north area of the Tucson Basin; and

WHEREAS on April 18, 2017, the Marana Town Council approved Marana Resolution No. 2017-033 authorizing the Mayor to sign the Northwest Recharge, Recovery, and Delivery System Intergovernmental Agreement (Original IGA) among the Town, Metro Water and Oro Valley, which sets forth the activities and responsibilities of the three entities during planning, design, construction, operation and maintenance of the NWRRDS for a period of 50 years; and

WHEREAS the Original IGA set forth provisions for the construction of a groundwater withdrawal wellfield, a large diameter pipeline, and a forebay reservoir; and

WHEREAS from the forebay reservoir, each entity is responsible for constructing its own booster station and delivery system to deliver water into its respective water system; and

WHEREAS Metro Water, Oro Valley and the Town now desire to take advantage of the economies of scale and desire and to avoid potential construction conflicts with respect to the construction of their booster stations by constructing them under one project contractor; and

WHEREAS the Mayor and Council find that entering into a supplemental intergovernmental agreement with Metro Water and Oro Valley for that purpose is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Intergovernmental Agreement Between the Metropolitan Domestic Water Improvement District the Town of Marana and the Town of Oro Valley to Accommodate Additional Partnered Water Facility Construction as Part of the Northwest Recharge, Recovery, and Delivery System (NWRRDS), substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 7th day of December, 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT THE TOWN OF MARANA AND THE TOWN OF ORO VALLEY TO ACCOMMODATE ADDITIONAL PARTNERED WATER FACILITY CONSTRUCTION AS PART OF THE NORTHWEST RECHARGE, RECOVERY, AND DELIVERY SYSTEM (NWRRDS)

This Intergovernmental Agreement (this "IGA") is entered into by and between the Metropolitan Domestic Water Improvement District, an Arizona domestic water improvement district ("MDWID"); the Town of Marana, an Arizona municipal corporation ("Marana"); and the Town of Oro Valley, an Arizona municipal corporation ("Oro Valley").

RECITALS

A. MDWID, Marana and Oro Valley are parties to that certain intergovernmental agreement entitled "Northwest Recharge, Recovery, and Delivery System (NWRRDS) Intergovernmental Agreement" made and entered into on April 19, 2017 and recorded in the office of the Recorder of Pima County, Arizona, on April 19, 2017, at Sequence 20171090375 (the "Original IGA").

B. Each of the Parties has stored water underground or has utilized a groundwater savings facility for later recovery and use as provided by Arizona law.

C. Each Party desires to recover the water stored underground or credited through a groundwater savings facility and utilize that water as provided by Arizona law.

D. Each Party desires to work together with the other Parties in good faith to recover and deliver renewable water to foster water resource stability regionally and in each Party's respective service area.

E. To allow for the transportation and use of the recovered water, each of the Parties is currently participating in the design and construction of the NWRRDS Project in the manner described in the Original IGA.

F. To allow for the transportation and use of the recovered water, each of the Parties desires to participate in the operation and maintenance of the NWRRDS Project in the manner described in the Original IGA.

G. Each of the Parties now desires to take advantage of the economies of scale and to avoid potential construction conflicts by adding additional partnered water facility construction to the NWRRDS Project, to be constructed by the Project Contractor, administered by Oro Valley, and paid for by the Parties.

H. The Parties are authorized to contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-952, et seq.

DEFINITIONS

As used in this IGA, the following terms, when capitalized, have the meanings indicated:

1. **"Authorized Representative"** means the individual, as set forth in ***Section 6.1 of the Original IGA***.

2. **"Construction Work" or the "Project"** means all work associated under this IGA associated with constructing the additional partnered water facility infrastructure, including but not limited to, all planning, permitting, construction, reconstruction, contract preparation, purchasing, supervision, inspection, accounting and implementation, testing and start-up for the Project as detailed in ***Exhibits A, B and C,*** of this IGA, attached to and incorporated by this reference in this IGA, prior to the In-Service Date.

3. **"Construction Costs"** means the costs of performing Construction Work, as described in ***Section 7 of the Original IGA.***

4. **"Force Majeure Event"** means any event beyond the reasonable control of a Party, including but not limited to failure of or threatened failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority not a Party to this IGA, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome.

5. **"In-Service Date"** has the meaning set forth in ***Section 1.12 of the Original IGA.***

6. **"Notice of Withdrawal"** means the written notice that a Party is withdrawing from this IGA.

7. **"NWRRDS" or "Northwest Recharge, Recovery, and Delivery System"** means the water delivery system, which is composed of, but not limited to, a pipeline, certain land rights, certain well sites, and the forebay site, all as described in ***Exhibit A of the Original IGA.***

8. **"NWRRDS Committee"** means the committee established pursuant to ***Section 6 of the Original IGA.***

9. **"NWRRDS Project"** means the construction work or project described in the ***Original IGA.***

10. **"Parties"** means collectively, MDWID, Marana, and Oro Valley. Each may be referred to as a "Party."

11. **"Project Contractor"** means the contractor selected to construct the Project as described in this IGA and shown in ***Exhibits A, B and C***.

12. **"Project Inspector"** means the inspector employed by Oro Valley to ensure the Project Contractor performs work in accordance with the contract documents. The Project Inspector also includes agents hired by Oro Valley to perform construction inspection services.

13. **"Project Manager"** means the manager employed by Oro Valley to manage the Project as described in this IGA.

14. **"Third Party Liability"** means any liability arising from a claim brought by a third party not a Party to this IGA in relation to the Design and Construction Work of the Project.

AGREEMENT

NOW, THEREFORE**,** based on the foregoing recitals, which are incorporated by reference herein, and in consideration of the matters and agreements set forth in this IGA, the Parties hereby agree as follows:

1. **Purpose.** This IGA is intended as a supplement to the Original IGA, to address only those MDWID, Marana and Oro Valley facilities constructed as part of the Project pursuant to this IGA. Each Party shall retain ownership of its portion of the facilities that are constructed as part of the Project under this IGA (as described in Section 2 and Exhibits A, B and C) and shall be responsible for the operation and maintenance of its respective facilities constructed as part of the Project under this IGA. Once complete, infrastructure constructed under this IGA is not subject to the provisions of the Original IGA.

2. **The Project.** The scope of the Project shall include the construction of the following:

   2.1. **MDWID Facilities:** A booster station, suction piping, discharge piping, transmission main and related work as shown in detail in ***Exhibit A***. More specifically the scope of the MDWID portion of the Project includes all work shown between Sta: 50+62.91 to Sta: 18+90.00 At Sta: 18+90.00 provide a 16-inch MJ cap with a 3-inch DVA. All work is shown in detail in ***Exhibit A***.

   2.2. **Marana Facilities:** A booster station, suction piping, discharge piping, transmission main and related work as shown in detail in ***Exhibit B***. More specifically the scope of the Marana portion of the Project includes all work shown between Sta: 50+75.53 to Sta: 219+30. At Sta: 219+30 the new pipeline will connect to an existing pipe with a 12"x16" tapping sleeve. All work is shown in detail in ***Exhibit B***.

   2.3. **Oro Valley Facilities:** A booster station, suction piping, discharge piping, transmission main and related work as shown in detail in ***Exhibit C***. More specifically the scope of the Oro Valley portion of the Project includes all work shown between Sta: 0+00 to Sta: 19+00. At Sta: 19+00 provide a 16-inch MJ cap with 3-inch DVA. All work is shown in detail in ***Exhibit C***.

3. **MDWID responsibilities.** MDWID shall:, in accordance with the [Fee Estimate] attached to and hereby incorporated by this reference in this IGA as ***Exhibit E***.

3.1. Pay for 1/3 of the cost for incorporation of the MDWID design plans into the integrated partnered final design plans of Marana and Oro Valley under this IGA.

3.2. Pay for 1/3 of the cost to develop a combined set of specifications and bid schedule for elements common to all Parties under this IGA.

3.3. Pay for 100% of the cost to integrate the MDWID work into the Parties' specifications and bid schedule for those specifications and bid items unique to the MDWID Work and not covered in the Parties' specifications and bid schedule under this IGA.

3.4. Pay for all permitting necessary for the Project Contractor to construct the MDWID work under this IGA within 7 business days of receipt from Oro Valley of an itemized invoice showing the breakdown of charges for each invoice for permitting costs associated with the MDWID Work and providing MDWID with supporting invoices and time sheets, if applicable.

3.5. Prior to the commencement of the Construction Work, MDWID shall pay for and provide the Project Manager with all required "PDEQ Approval to Construct" regulatory permits associated with the MDWID related portion of the Construction Work.

3.6. Pay for the construction of the MDWID Work performed by the Project Contractor under this IGA within 7 business days of receipt from Oro Valley of an itemized invoice showing the breakdown of charges for each invoice for Construction Costs associated with the MDWID Work and providing MDWID with copies of supporting vendor invoices and time sheets, if applicable.

3.7. Pay for the project management of the MDWID Work performed by the Project Manager under this IGA within 7 business days of receipt from Oro Valley of an itemized invoice and supporting documentation including timesheets for each pay period for each invoice for project management services associated with the MDWID Work.

3.8. Pay for the construction inspection of the MDWID Work performed by the Project Inspector and its agents by paying within 7 business days of receipt from Oro Valley of an itemized invoice and supporting documentation including timesheets for each pay period for each invoice for construction inspection services associated with the MDWID Work.

3.9 MDWID shall submit Oro Valley provided documentation to obtain PCDEQ "Approval of Construction" certification for the MDWID portion of the Work.

4. **Marana responsibilities**. Marana shall:, in accordance with the [Fee Estimate] attached to and hereby incorporated by this reference in this IGA as ***Exhibit E***.

4.1. Pay for 1/3 of the cost for incorporation of the Marana design plans into the integrated partnered final design plans of MDWID and Oro Valley under this

IGA.

4.2. Pay for 1/3 of the cost to develop a combined set of specifications and bid schedule for elements common to all Parties under this IGA.

4.3. Pay for 100% of the cost to integrate the Marana Work into the Parties' specifications and bid schedule for those specifications and bid items unique to the Marana Work and not covered in the Parties' specifications and bid schedule under this IGA.

4.4. Pay for all permitting necessary for the Project Contractor to construct the Marana Work under this IGA within 7 business days of receipt from Oro Valley of an itemized invoice showing the breakdown of charges for each invoice for permitting costs associated with the Marana Work and providing Marana with supporting invoices and time sheets, if applicable.

4.5. Prior to the commencement of the Construction Work, Marana shall pay for and provide the Project Manager with all required "PDEQ Approval to Construct" regulatory permits associated with the Marana related portion of the Construction Work.

4.6. Pay for the construction of the Marana Work performed by the Project Contractor under this IGA within 7 business days of receipt from Oro Valley of an itemized invoice showing the breakdown of charges for each invoice for Construction Costs associated with the Marana Work and providing Marana with copies of supporting vendor invoices and time sheets, if applicable.

4.7. Pay for the project management of the Marana Work performed by the Project Manager under this IGA within 7 business days of receipt from Oro Valley of an itemized invoice and supporting documentation including timesheets for each pay period for each invoice for project management services associated with the Marana Work.

4.8. Pay for the construction inspection of the Marana Work performed by the Project Inspector and its agents by paying within 7 business days of receipt from Oro Valley of an itemized invoice and supporting documentation including timesheets for each pay period for each invoice for construction inspection services associated with the Marana Work.

4.9 Marana shall submit Oro Valley provided documentation to obtain PCDEQ "Approval of Construction" certification for the Marana portion of the Work.

5. **Oro Valley responsibilities.** Oro Valley shall:

5.1. Pay for 1/3 of the cost for incorporation of the Oro Valley design plans into the integrated partnered final design plans of MDWID and Marana under this IGA.

5.2. Pay for 1/3 of the cost to develop a combined set of specifications and bid schedule for elements common to all Parties under this IGA.

5.3. Pay for 100% of the cost to integrate the Oro Valley Work into the Parties' specifications and bid schedule for those specifications and bid items unique to the Oro Valley Work and not covered in the Parties' specifications and bid schedule under this IGA.

5.4. Pay for all permitting necessary for the Project Contractor to construct the Oro Valley Work under this IGA.

5.5. Prior to the commencement of the Construction Work, Oro Valley shall pay for all required "PDEQ Approval to Construct" regulatory permits associated with the Oro Valley related portion of the Construction Work.

5.6. Pay for the construction of the Oro Valley Work performed by the Project Contractor for Construction Costs associated with the Oro Valley Work.

5.6. Pay for the project management of the Oro Valley Work performed by the Project Manager under this IGA for project management services associated with the Oro Valley work.

5.7. Pay for the construction inspection of the Oro Valley Work performed by the Project Inspector and its agents for construction inspection services associated with the Oro Valley Work.

5.8. Perform the following design plan preparation, procurement, project management and construction inspection services for the work detailed in ***Exhibits A, B and C.***

5.8.1. Provide design plan integration services to aggregate the Parties' design plans, specifications and bid schedules in a single bid document suitable for bidding.

5.8.2. Provide cost proposals to accomplish the items in Section 5.8.1 to the NWRRDS Committee for review prior to authorization of the work.

5.8.3. Provide procurement services in accordance with applicable law. This scope of work includes preparation of procurement language, contract documents, advertising for competitive bidding, evaluation of bids and award of contract for the Construction Work under this IGA.

A. Provide procurement language and contract documents to the NWRRDS Committee for review prior to bidding.

B. Provide tabulated bid results to the NWRRDS Committee for review prior to contract award.

5.8.4 Other matters as set forth in this IGA or as brought to the NWRRDS Committee by Oro Valley.

5.8.5 Provide Project Manager services on behalf of the Parties to include the following:

A. Management of the Construction Work.

B. Scheduling and preparation of review materials for NWRRDS Committee meetings.

C. At each meeting of the NWRRDS Committee, supply the NWRRDS Committee with information on any matters which may substantially affect the construction of the Project.

D. Review and approve Project Contractor invoicing.

E. Prepare and distribute a monthly statement to each Party specifying expenditures for the prior month for that Party, and the distribution of these expenditures to each participating Party.

F. Obtain all permits, licenses, approvals, contracts and insurance as required to perform and complete all Construction Work, except for the permits as described in 3.5 and 4.5.

G. Follow Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB), Arizona Revised Statutes (ARS) and engineering practices.

H. Prior to construction of the Project, Oro Valley shall provide a proposed construction budget to the other Parties. The budget shall include each Party's estimated share of the costs. Each budget shall be submitted to the NWRRDS Committee for review.

I. Approve change orders in accordance with this subsection.

5.8.5.I.1 All change orders shall be discussed during regularly scheduled meetings during the construction of the Project. The meetings shall be attended by a representative of each Party appointed by the Authorized Representative for that Party. The frequency of the meetings shall be determined by the representatives of the Parties. In the event of disagreements, the issue shall be brought before the NWRRDS Committee and a decision shall be made by a vote of the Parties in accordance with section 6.6 of the Original IGA.

5.8.5.I.2. Oro Valley may authorize change orders on behalf of that Party's portion of the Project if the aggregated increased cost of all change orders for the affected Party is less than five percent (5%) of that Party's total project award amount. If the aggregated change orders are greater than 5% of the affected Party's total project award, Oro Valley shall provide notice of the change order to the Parties and shall provide it in advance of the meeting where the change order will be considered. Oro Valley shall authorize such change orders if the change order is approved by those representatives of the Parties in attendance at the meeting where the change order is considered, provided that a Party may provide written approval of or objection to the change order in lieu of attending the meeting.

5.8.5.I.3. Notwithstanding subsection 5.8.5.I.2, if Oro Valley authorizes a change order for work outside the scope of the Project's final design plans in any dollar amount, Oro Valley shall provide notice of the approved change order to the applicable Party(ies) for review. The applicable Party(ies) shall have the right to reject any change order outside of the scope of the Project's final design plans and to refuse payment for it.

5.8.5.I.4. Notwithstanding subsection 5.8.5.I.2, if Oro Valley determines that a change order involves a safety issue, an emergency, or that allowing time for consideration of the change order at a meeting would cause a significant increase in costs associated with the change order, Oro Valley may authorize the change order prior to the meeting and shall notify the Parties of the change order as soon as practicable.

J. The Project Manager shall maintain records, documents, plans and information directly or indirectly pertinent to the performance of the Construction Work under this IGA in accordance with applicable Arizona records retention schedules. The Parties shall have access to all records for the purpose of inspection, audit and copying during normal business hours for as long as the records are maintained.

5.8.6. Provide project inspection services on behalf of the Parties to include the following:

A. Inspection services will be performed by the Project Inspector or its agent.

B. Other types of inspection services will include special inspections for geotechnical work, reinforcing steel grade and placement, certification

of concrete strength, etc. Costs for inspection services will be shared equally between Parties.

C. It is understood that the other Parties' in-house inspection, engineering, or project management staff or their representatives may visit the Project site from time to time. At no time are the Parties' staff other than the Project Inspector or Project Manager permitted to provide direction to the Project Contractor or the Project Contractor's agents. All Project concerns shall be brought to the attention of the Project Inspector or Project Manager for discussion and resolution.

5.8.7. Notwithstanding anything to the contrary in this IGA, if Oro Valley determines that any issue during the construction of the Project involves a safety issue or an emergency, as determined by Oro Valley in its reasonable discretion, Oro Valley may take action to address such issue. Such action will be reported to the Authorized Representative for each Party in a timely manner.

5.8.8. Provide Sealed As-Built files in electronic PDF form to MDWID and Marana upon completion of the work.

5.8.9 Provide Parties with Operations and Maintenance Manuals (hard and electronic), any spare parts as specified in the specification and field training as specified in the contract documents.

5.8.10 Provide Parties with copies of all reports necessary for Parties to obtain PCDEQ "Approval of Construction" certification.

6. **Commissioning of Facility.**

6.1. The startup and commissioning of the Parties' facilities shall be scheduled by the Project Manager and respective Party. The Project Manager will coordinate the startup date and time with the Project Contractor.

7. **Warranty.**

7.1. The project warranty shall remain in effect until the second anniversary of final payment to the Project Contractor. Warranty claims with respect to the Parties' facilities constructed under this IGA shall be made in writing to the Project Manager. A representative of the affected Party shall work closely with the Project Manager to ensure that warranty work meets the performance standard of the contract documents.

8. **Term and Withdrawal.**

8.1. This IGA shall become effective once fully executed and shall continue in effect until the second anniversary of final payment to the Project Contractor. Oro Valley will record the fully executed original with the office of the Pima County Recorder.

8.2. The Parties may terminate this IGA at any time by providing a Notice of Withdrawal, as defined under Definition 6 of this IGA, to all Parties

8.3. Upon ninety (90) days' written notice, a Party may withdraw from this IGA subject to the following.

8.3.1 Notwithstanding anything to the contrary in this IGA, (i) if a Party, at the sole discretion of the Party, withdraws from this IGA prior to the award of the construction contract, the Party shall be responsible for any and all additional costs related to the revised and modified aggregation of the design plans and specifications of the Partnered water facility construction as described in Section 2 and Exhibits A, B and C; and (ii) if a Party withdraws from this IGA after the award of the construction contract the withdrawing Party shall be responsible for the completion of its respective infrastructure construction as described in Section 2 and Exhibits A, B and C.

Any party withdrawing from this IGA pursuant to Section 8.3 shall be obligated to pay for its share of all costs due from such Party during the period in which it participated in this IGA even if such costs or expenses are allocated after the effective date of the Party's withdrawal.

8.4. Each Party's obligations shall survive the termination of this IGA.

9. **Construction of this IGA.**

9.1 Entire Agreement. This instrument constitutes the entire agreement between the Parties pertaining to the subject matter of this IGA.

9.2. Exhibits. Any exhibits to this IGA are incorporated in this IGA by this reference.

9.3. Amendment. This IGA may be modified, amended, altered, or changed only by written agreement signed by all Parties.

9.4. Construction and interpretation. All provisions of this IGA shall be construed to be consistent with the intention of the Parties as expressed in the Recitals section of this IGA.

9.5. Severability. A declaration by statute or judicial decision that any provision of this IGA is invalid or void shall have no effect on other provisions that can be given effect without the invalid or void provision, and to this extent the provisions of this IGA are severable. If any provision of this IGA is declared invalid or void, the Parties agree to meet promptly in an attempt to reach an agreement on a substitute provision.

9.6. Conflict of interest. This IGA is subject to the provisions of A.R.S. § 38-511, which provides for cancelation in certain instances involving conflicts of interest.

10. **Legal Jurisdiction**. Nothing in this IGA shall be construed as either limiting or extending the legal jurisdiction of the Parties.

11. **No Joint Venture**. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between one Party and another Party's employees. Except as expressly set forth in this IGA, no Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of another Party, including (without limitation) another Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

12. **No Third-Party Beneficiaries**. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or to affect the legal liability of either Party by imposing any standard of care different from the standard of care imposed by law.

13. **Compliance with Laws**. The Parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this IGA.

    13.1. **Anti-Discrimination**. The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this IGA.

    13.2. **Americans with Disabilities Act**. This IGA is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

    13.3. **Workers' Compensation**. An employee of either Party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this IGA, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022(E) in substantially the following form:

    All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

14. **Insurance.**

    14.1 Unless otherwise specified by the NWRRDS Committee pursuant to Section 14.2, Oro Valley shall require any party performing Design and Construction Work to procure and maintain in force during the performance of Design and Construction Work all required Insurance as set forth in ***Exhibit D***.

Any required general liability policy required hereunder shall name the Parties as additional insureds. Proof of insurance satisfactory to Oro Valley shall be submitted to Oro Valley before any Design and Construction Work commences.

14.2 The NWRRDS Committee may, at any time, increase the policy limits and/or determine appropriate deductibles or retentions. Action by the NWRRDS Committee shall be by vote in accordance with Section 6.6 of the Original IGA. In the event the NWRRDS Committee is unable to agree upon any insurance matters, Oro Valley, pending the resolution of such disagreement, may procure or cause to be procured, such policies of insurance as in its best judgment are necessary and required to protect the Parties.

14.3 Oro Valley, as the lead agency with respect to this IGA, shall include each Party as an additional insured on Oro Valley's insurance policy during the term of this IGA.

15. **Waiver**. Waiver by any Party of any breach of any term, covenant, or condition of this IGA shall not be deemed a waiver of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition of this IGA.

16. **Force Majeure**. A Party shall not be considered in default under this IGA (other than obligations of said Party to pay costs and expenses) when a failure of performance is due to a Force Majeure Event.

17. **Authorization and Approvals.**

17.1. Each Party shall be responsible for obtaining, at its own expense, any authorizations and approvals required for its participation or its performance under this IGA, and each Party shall keep the other Parties informed of its applications therefor and authorizations issued in connection therewith.

17.2. A Party's failure to make sufficient appropriations to contribute its share of costs in accordance with this IGA will be treated as a Notice of Withdrawal by that Party.

18. **Liability:**

18.1. Except as provided in this Section 18 and subject to any right of indemnification provided in this Agreement, the costs of discharging all Third-Party Liability imposed upon one or more of the Parties, for which payment is not made by Construction Insurance, Operating Insurance, or other applicable insurance required by this Agreement, shall be allocated among the Parties pursuant to the allocations set forth in Exhibit B of the Original IGA.

18.2. In the event any third-party institutes an action against any Party(s) for claims arising from the activities undertaken pursuant to this Agreement, the Parties named in the action shall meet to determine the procurement of legal counsel and the steps to take to defend against the action.

18.3. Any party withdrawing from this Agreement is responsible for financial impacts and damages attributable to its own conduct and actions even after the Party withdraws from the Agreement.

19. **Governing Law; Disputes.**

19.1. This IGA shall be governed by the laws of the State of Arizona.

19.2. If there is a dispute between the Parties arising under this IGA, the Parties agree that they shall first attempt to resolve the dispute by working together in good faith to come to a consensus. If that fails, the Parties agree that they shall take a vote on the disputed issue through their Authorized Representatives with each Party having one vote and the issue being decided by a majority of the votes. Any Party that brings a lawsuit against another Party or Parties and that does not prevail, shall pay all fees and courts costs, including attorneys' fees, incurred by the other Party or Parties (as applicable) to this IGA in that lawsuit.

20. **Actions Pending Resolution of Disputes.**

20.1 Pending the resolution of a dispute pursuant to Section 19, the Project Manager shall proceed with Construction Work in a manner consistent with this IGA and generally accepted accounting and engineering practices, and all Parties shall make the payments required to perform such Construction Work in accordance with this IGA. Amounts paid by the Parties pursuant to this Section 20 during the pendency of such dispute shall not be subject to refund except upon a final determination that the expenditures were not made in a manner consistent with this IGA and generally accepted accounting and engineering practices.

21**. Notices.**

21.1 Except as set forth in Section 21.1A, any notice, demand, or request provided for in this IGA shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

A. Informal communications of a routine nature involving NWRRDS Committee matters shall be made in such manner as the NWRRDS Committee shall arrange.

B. Any Party may, at any time, by notice to all other Parties, designate different or additional persons or different addresses for the giving of notices hereunder.

Town of Oro Valley Water Utility:

11000 N. La Cañada Dr.
Oro Valley, AZ 85737
Attn: Director of Oro Valley Water Utility

Town of Marana:
Office of the Town Clerk
11555 W. Civic Center Dr.
Marana, AZ 85653
Attn: Director of Town of Marana Water Department

Metropolitan Domestic Water Improvement District:
6265 N La Cañada Drive
Tucson Arizona, 85704
Attn: General Manager

TOWN OF MARANA

_____
Ed Honea, Mayor

Date: _____

ATTEST

_____
Town Clerk

Date: _____

**METROPOLITIAN
DOMESTIC WATER
IMPROVEMENT DISTRICT**

_____

Judy Scrivener,
Chair of the Board

Date: _____

ATTEST

_____

Clerk of the Board

Date: _____

TOWN OF ORO VALLEY

_____

Joseph Winfield, Mayor

Date: _____

ATTEST

_____

Michael Standish, Town Clerk

Date: _____

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing intergovernmental agreement among the METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT, the TOWN OF MARANA, and the TOWN OF ORO VALLEY has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party to this intergovernmental agreement represented by the undersigned.

METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT:

_____
Legal Counsel

Date: _____

TOWN OF MARANA:

_____
Jane Fairall
Town Attorney

Date: _____

TOWN OF ORO VALLEY:

_____
Tobin Sidles
Oro Valley Legal Services Director

Date: _____

Exhibit "A"
"MDWID" General Arrangement

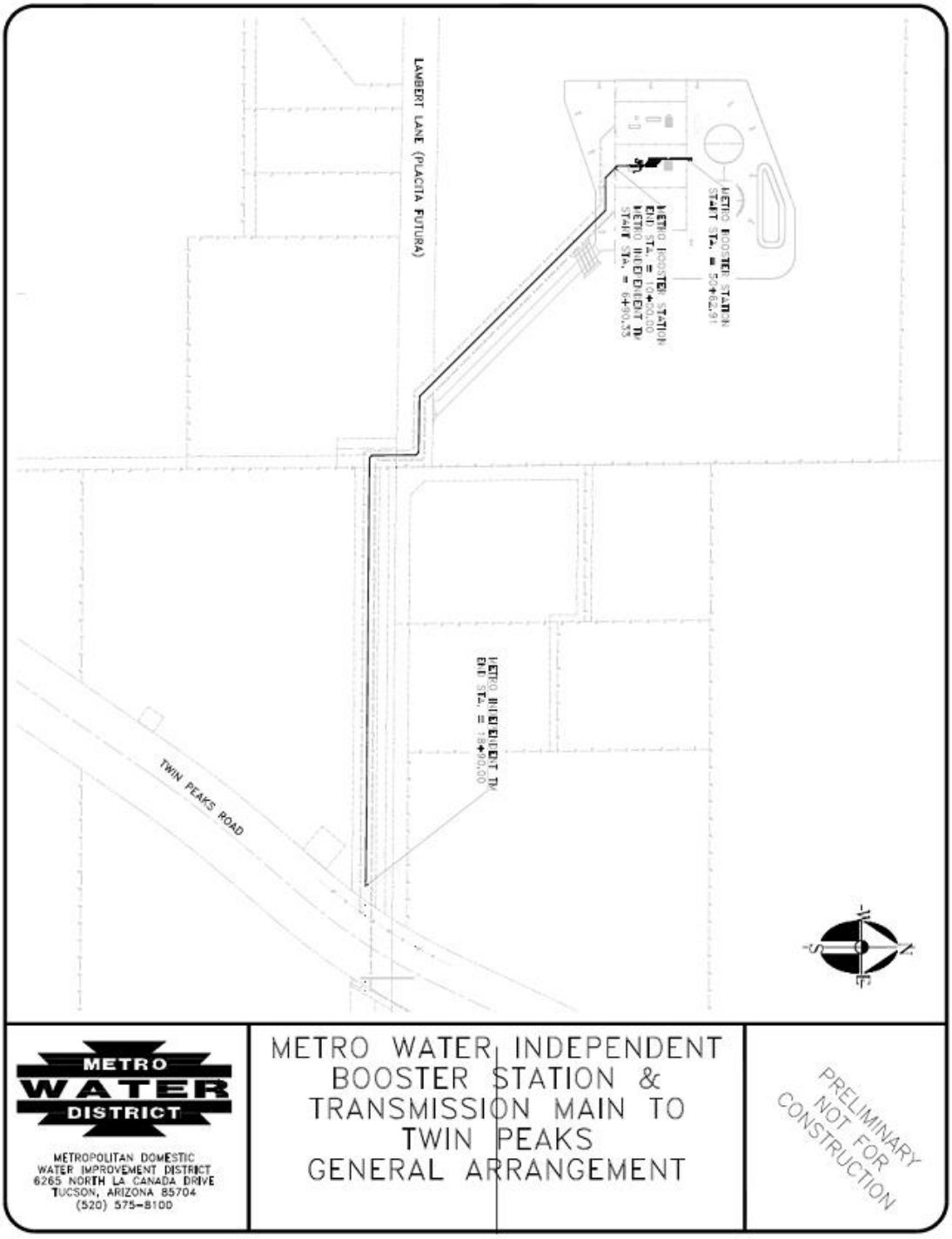
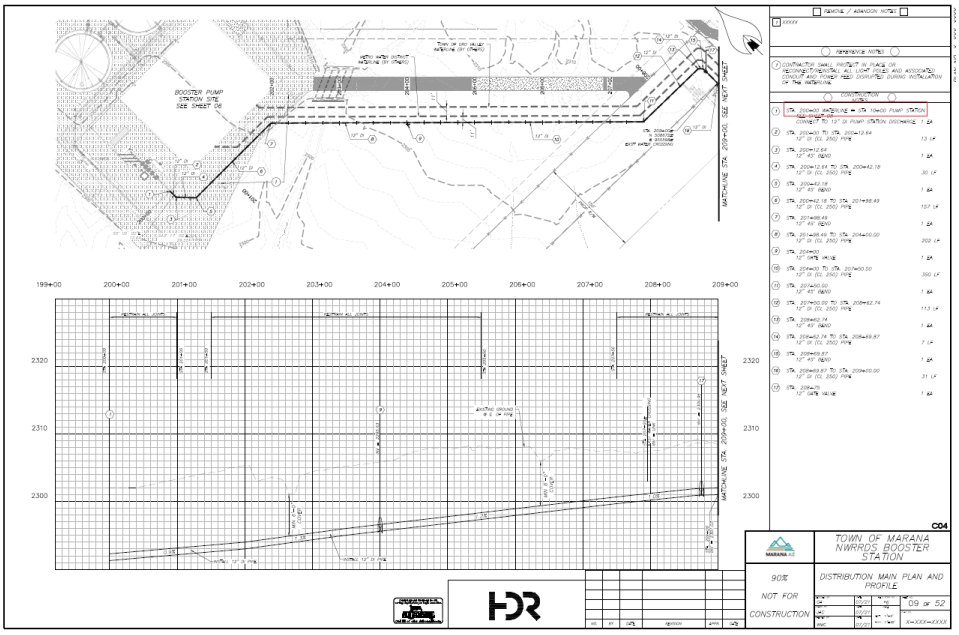


Exhibit "B"
"Marana" General Arrangement



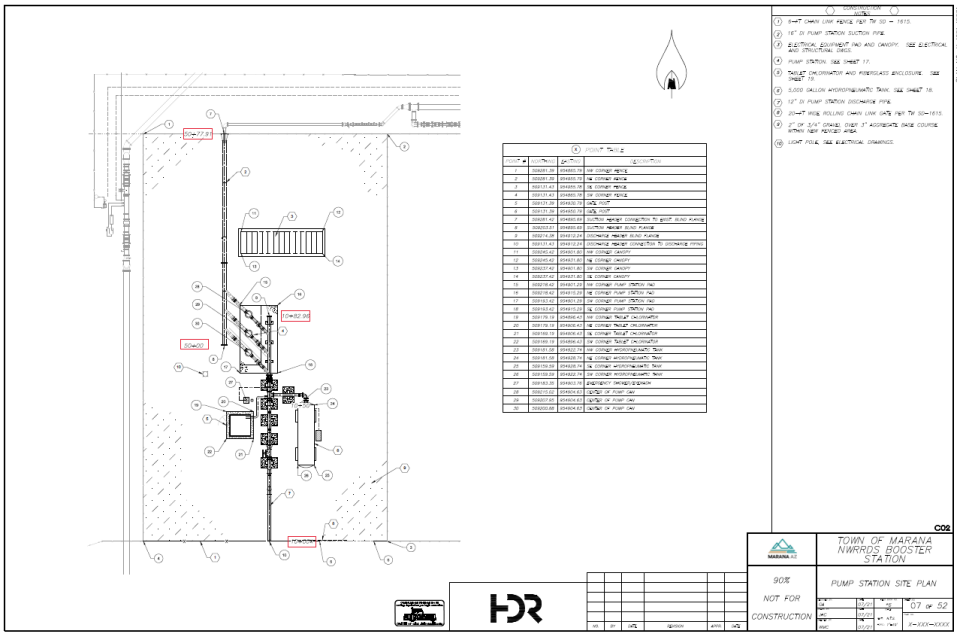


Exhibit "C"
"Oro Valley" General Arrangement

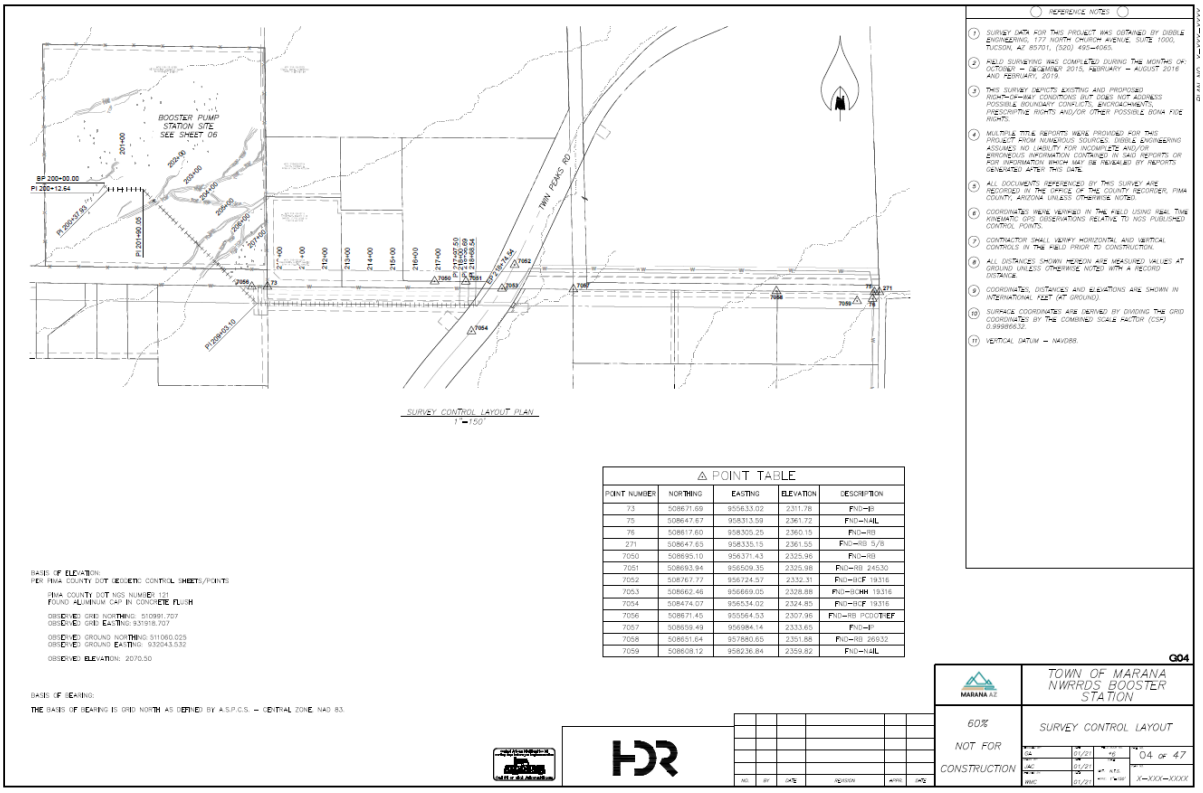


Exhibit "D"
Construction Insurance Requirements

D.1. General Terms. Contractor shall not commence work under the Construction Agreement until Contractor (i) has obtained at its expense all insurance required and (ii) has given the Project Manager a Certificate of Liability Insurance evidencing the type, amount, coverage, effective dates, and dates of expiration of the required policies and identifying Parties as additional insureds, loss payees and certificate holders, as applicable. The insurance policies shall be issued by an insurance company acceptable to the Project Manager and lawfully authorized to do business in the State of Arizona. All insurance policies required, other than Worker's Compensation and Employer's Liability, shall name all Parties as additional insureds and loss payees, as applicable, on a primary, non-contributory basis, irrespective of any such insurance that all Parties might carry on their own behalf. All insurance policies required shall provide that the policies will not be subject to cancellation, termination, or modification except after thirty (30) days prior written notice to the Project Manager and shall provide for waiver of subrogation against all Parties. Such required coverage shall remain in effect until the later of (i) final payment for the work under the Construction Agreement or (ii) termination of the Construction Agreement.

D.2. Coverage. The Contractor shall purchase and maintain the following coverage during the term of the Construction Agreement:

D.2.1. Commercial General Liability for claims of damage for bodily injury, accidental death, property damage, premises/operations (including fire, theft, vandalism, falsework, temporary buildings and debris removal), explosion/collapse, independent contractors, products/completed operations, contractual liability, personal injury and advertising liability and underground special hazards (including (i) injury to or destruction of wire, conduits, gas, water and petroleum pipes, electric, telephone, telegraph and signal cables, sewers, drains or any apparatus in connection therewith or any other matter, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling or boring in streets or highways or otherwise; or injury to or destruction of property at any time resulting therefrom and (ii) liability arising out of collapse of or structural injury to any building, street or structure due to excavation, tunneling, pile driving, trenching, jacking, boring or moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof), on an occurrence basis with limits of liability not less than the following:

General Aggregate	$2,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$50,000
Medical Expenses (any one person)	$5,000

D.2.1.1. Automobile Liability for any Auto, Combined Single Limit (per occurrence) with $2,000,000 limits.

D.2.1.2. Worker's Compensation and Employer's Liability at the current Arizona statutory minimums.

D.2.1.3. Excess or Umbrella Liability Insurance. In the event Contractor does not have coverage with the above minimum limits, Contractor may obtain such coverage through an Excess or Umbrella Liability Policy.

Consultant Insurance Requirements

D.3. General Terms. Consultant shall not commence work under this Agreement until Consultant (i) has obtained at its expense all insurance required under this Section and has given the Project Manager a Certificate of Liability Insurance (ACCORD form or equivalent approved by the Project Manager) evidencing the type, amount, coverage, effective dates, and dates of expiration of the required policies and identifying Parties as additional insureds. The insurance policies shall be issued by a Standard & Poor's secure rated insurance company reasonably acceptable to the Project Manager and lawfully authorized to do business in the State of Arizona. All insurance policies required under this Section, other than Worker's Compensation and Employer's Liability and Professional Liability, shall name the Parties as additional insureds on a primary, non-contributory basis, irrespective of any such insurance that the Parties might carry on their own behalf. Consultant shall provide a copy of the actual additional insured coverage policy endorsement to the Project Manager. The Parties shall be named as certificate holders on Consultant's Professional Liability insurance policy. All insurance required under this Section shall provide that the policies will not be subject to cancellation, termination, or modification except after thirty (30) days prior written notice to the Project Manager and shall provide for waiver of subrogation against the Parties. All such insurance required under this Section shall remain in effect until the later of (i) final payment for the work under this Agreement or (ii) termination of this Agreement; provided, however, Consultant shall maintain its Professional Liability policy or obtain "tail coverage" that is specific this project only for a period of Five (5) years commencing from such later date.

D.4. Coverage. Consultant shall purchase and maintain the following coverage during the term of the Agreement:

D.4.1. Commercial General Liability for claims of damage for bodily injury, accidental death, property damage, premises/operations, independent contractors, products/completed operations, contractual liability, personal injury and advertising liability written on an occurrence basis with limits of liability not less than the following:

General Aggregate	$2,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$ 50,000

Medical Expense (any one person) $ 5,000

D.4.2 Automobile Liability for Any Auto, Combined Single Limit (per occurrence) with $2,000,000 limits;

D.4.3 Worker's Compensation and Employer's Liability at the current Arizona statutory minimums; and

D.4.4 Professional Liability at $2,000,000 per claim.

D.4.5 In the event Consultant does not have coverage with above minimum limits, Consultant may obtain such coverage through an Excess or Umbrella Liability policy.

Exhibit "E"
"Fee Estimate"

15-Month Construction Period Project Management & Construction Inspection Cost Estimate

Description	Annual Rate ($)	Annual Rate Adjustment Factor	Time Commitment Factor	Construction Period (Years)	TotAL ($)
Project Manager	$ 90,000.00	1.3	0.50	1.25	$ 73,125.00
Construction Inspector	$ 70,000.00	1.3	0.75	1.25	$ 85,312.50
15-Month Project Manager & Construction Inspector Subtotal					**$158,437.50**

Description	Annual Fee ($)	Annual Fee Adjustment Factor	Time Commitment Factor	Construction Period (Years)	TotAL ($)
General liability Insurance	$ 80,222.00	0.049	0.625	1.25	$ 3,071.00
Office Lease	$ 60,168.00	0.049	0.625	1.25	$ 2,303.31
Office Supplies	$ 13,700.00	0.049	0.625	1.25	$ 524.45
Natural gas & Electricity	$ 6,512.00	0.049	0.625	1.25	$ 249.29
Telephone	$ 4,770.00	0.049	0.625	1.25	$ 182.60
Data Connectivity	$ 14,000.00	0.049	0.625	1.25	$ 535.94
Internet access	$ 3,600.00	0.049	0.625	1.25	$ 137.81
Shared Software	$ 63,990.00	0.049	0.625	1.25	$ 2,449.62
Computer Hardware	$ 14,625.00	0.049	0.625	1.25	$ 559.86
Cell Phone	$ 33,000.00	0.049	0.625	1.25	$ 1,263.28
Vehicle Maintenance	$ 36,688.00	0.049	0.625	1.25	$ 1,404.46
Vehicle Fuel & Oil	$ 68,790.00	0.049	0.625	1.25	$ 2,633.37
Personnel Support (Legal, Finance, HR, IT, Procurement)	$649,200.00	0.049	0.625	1.25	$ 24,852.19
15-Month Administrative Fee Subtotal					**$ 40,167.18**

Description	15-Month Projected Cost ($)	Adjustment Factor for Each Partner			15-Month Projected Cost/Partner ($)
15-Month Project Management Cost	**$198,604.68**	**0.33**			**$ 65,539.54**

1 - **Annual Rate Adjustment Factor**: Factor applied to **Annual Rate** to cover employee benefits.

2- **Time Commitment Factor**: Factor applied to (**Annual Rate x Annual Rate Adjustment Factor**) as an estimate to the actual time spent on project.

3 - **Construction Period** is estimated at 15-months.

4 - **Annual Fee Adjustment Factor**: Factor applied to **Annual Fee** to cover 2 staff working on the project divided by 41 total staff.

5- **Time Commitment Factor**: Average Time Commitment for 2 staff working on the project.

Council-Regular Meeting **C7**

Meeting Date: 12/07/2021

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Richelle Valenzuela, Executive Assistant

Date: December 7, 2021

Subject: Approval of Regular Council Meeting Summary Minutes of November 16, 2021 (Cherry Lawson)

Attachments

Regular Council Meeting Summary Minutes, 11/16/2021

MARANA TOWN COUNCIL

REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, November 16, 2021, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, Council Member
Herb Kai, Council Member
John Officer, Council Member
Roxanne Ziegler, Council Member

ADMINISTRATIVE SUMMARY

CALL TO ORDER AND ROLL CALL

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

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE: Led by **Mayor Honea.**

APPROVAL OF AGENDA

Council Member Kai moved and Vice Mayor Post second the motion approving the agenda as presented. Motion passes unanimously, 7-0.

CALL TO THE PUBLIC

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Craig thanked the Public Works Department for the roadwork / resurfacing of Dove Mountain Boulevard, as well as having worked with the residents in the Dove Mountain community on the project.

Council Member Officer thanked the Water Department staff for the number of informative community meetings it has held in the Marana community.

Mayor Honea reported that he attended the MHC Balloon Glow event it was a wonderful event.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema reported on the following:

- Development Services Department has issued 42 single-family housing permits as of this day, for the month of November. November 2020, Development Services issued 62 single-family housing permits.
- Community Conversation Meetings are occurring in the community, the next scheduled meeting will be on November 30, at the Sunflower Community Center at 3 p.m.
- Mailbox in the lobby for the drop-off of tattered flags will be placed in a permanent location.
- Parks & Recreation Department recently won an international award for the Best of Aquatics Community Outreach Award, and it will be featured in the Aquatics International Magazine for Marana's Splash Savvy Campaign.
- Town staff is preparing for the Marana's Tree Lighting event namely, Deck Downtown on December 4 from 3-8 pm.

PRESENTATIONS

P1 Relating to Budget; presentation of first quarter results (July-September) for the Town's General Fund and other selected major funds for the 2021-2022 fiscal year (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis presented the first quarter results (July-September) for the Town's General Fund and other selected major funds for the 2021-2022 fiscal year.

CONSENT AGENDA

C1 Resolution No. 2021-143: Relating to Development; approving the Amended Final Plat for Linda Vista Village at Cascada, Village I (Lots 1-39), Village II (Lots 1-93),

Village III (Lots 1-131), Blocks I-VII, and Common Areas "A", "B", "C", "D", "E", "F", "G", and "H" located southeast of Twin Peaks Road and north and south of Linda Vista Boulevard (Brian D. Varney)

C2 Resolution No. 2021-144: Relating to Development; approving a final plat for Canyon Pass II at Dove Mountain, Lots 75A - 76A located northeast of the intersection of Dove Mountain Boulevard and Dove Canyon Pass within Section 18, Township 11 South and Range 13 East (Brian D. Varney)

C3 Resolution No. 2021-145: Relating to Budget; approving the transfer of $250,000, $28,000 and $13,000 in budgeted expenditure authority from the General Fund contingency line item to the restricted budget line items within the Police Department, the Town Manager's Office and the Development Services Department, respectively, in the fiscal year 2020-2021 budget (Yiannis Kalaitzidis)

C4 Approval of the Regular Council Meeting Summary Minutes of November 3, 2021 (Cherry L. Lawson)

Council Member Kai moved and Council Member Ziegler second the motion approving the Consent Agenda as presented. Motion passes unanimously, 7-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Presentation: Relating to Boards, Commissions and Committees; discussion and consideration of input and development of recommendations from the Fall 2021 Marana Citizens' Forum on the topic "Community Health Dashboard/Marana Livability Index" (Heath Vescovi-Chiordi).

Forum Delegate Ginny Huffman presented the recommendations of the Marana Citizens' Forum Fall 2021 forum topic "Community Health Dashboard/Marana Livability Index." *(A copy of the presentation is on file in the Town Clerk's Office for review.)*

B2 Resolution No. 2021-146: Relating to Boards, Commissions, and Committees; appointing a Town of Marana citizen representative to the Tucson-Pima County Bicycle Advisory Committee (Brian D. Varney)

Senior Planner Brian Varney provided an overview to the appointment of a Town of Marana citizen representative to the Tucson-Pima County Bicycle Advisory Committee. He recommended David Andrews, Dove Mountain resident as the Marana citizen representative.

Council Member Craig moved and Council Member Comerford second the motion approving Resolution No. 2021-146 appointing David Andrews as the Town of Marana citizen representative to the Tucson-Pima County Bicycle Advisory Committee. Motion passes unanimously, 7-0.

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2021.012: Relating to Development; approving a modification of a rezoning condition of Marana Ordinance No. 2011.19, which created the Rancho Palomitas Specific Plan, to allow the developer to contribute funding to the Town for design and construction of turn lanes on Tangerine Road in lieu of the developer designing and constructing the turn lanes (Jane Fairall)

[6:26 PM Minutes:] **Mayor Honea** opened the public hearing to receive testimony.

Town Attorney Jane Fairall stated this is a request to amend Ordinance No. 2011.19 that was adopted in August 2011; and created the Rancho Palomitas Specific Plan. The location is south of Tangerine Road less than two miles east of I-10. The rezoning ordinance requires the developer to design and construct eastbound deceleration, right turn lanes, and a continuous left turn lane at the intersection of the project access roads on Tangerine. That has not occurred, as the project has not moved forward since 2011.

At this point, the RTA is planning the Tangerine Road Improvements, and that is supposed to be in design in 2022; however, believes construction will begin in 2023. Town staff received a request from the developer to rather than build the lanes that would then need to be torn out within a couple of years if they could contribute money to that project instead. They had some engineer estimates performed, which were then reviewed, and approved by the town engineer.

This ordinance would change that one condition to remove their requirement for construction and design, and construction of those turn lanes. Instead, they would contribute $275,000 is what the estimate for that cost was in today's dollars to the project.

[6:28 PM Minutes:] **Mayor Honea** closed the public hearing.

Council Member Ziegler moved and Council Member Officer second the motion adopting Ordinance No. 2021.012. Motion passes unanimously, 7-0.

A2 PUBLIC HEARING: Ordinance No. 2021.023: Relating to Development; approving an amendment to Marana Ordinance No. 2005.02, which rezoned approximately 2.2 acres of land generally located in the 8300 block of N. Silverbell Road, south of Somerton Drive, from Zone 'C' (Large Lot Zone) to Zone 'CO' (Commercial Office), to remove a rezoning condition that restricted the use of the parcel

to a veterinary clinic and storage unless otherwise approved by the Planning Commission and Town Council (Cynthia Ross)

[6:29 PM Minutes] **Mayor Honea** opened the public hearing to receive public testimony.

Senior Planner Cynthia Ross provided an overview stating, Romano Real Estate Corporation on behalf of DHP Investments is requesting an amendment to Marana, Ordinance No. 2005.02, which rezoned approximately 2.2 acres of land generally located in the 8300 block of North Silverbell Road from Zone 'C' (Large Lot Zone) to Zone 'CO' (Commercial Office). The 2005 ordinance restricted the use of the parcel to a veterinary clinic and storage unless approved by the Planning Commission and Town Council.

Additional restrictions on the property included the prohibition of residency use in the property and single-story building construction. The applicant would like the zoning conditions modified to allow commercial office use without restricting the use to veterinary clinic and storage. While it is currently in determined what type of office use that applicant has planned for the property, the owner would like the flexibility of being able to provide all professional uses permitted under the Commercial Office (CO) zoning. The applicant is not requesting to change the prohibition of residents are used in the property or the single story restriction. Removal of the condition restricting the use to veterinary clinic and storage would allow the parcel to be used for any of the permitted uses in the Commercial Office Zoning District.

The Planning Commission heard the request for this amendment at a public hearing on October 27, 2021, and voted to recommend approval of the rezoning with the new condition requiring the property owner to provide and, on the Development Plan Site Plan a vegetated buffer along the eastern perimeter of the property as accepted by the Development Services Planning manager, and included in the Silverbell Road Corridor Overlay District Development Plan review application for review and approval by the Planning Commission. Staff has received four (4) letters of concern from neighbors on Sayante, and all were forwarded to you. This is a discretionary item for the Town Council to consider. That should Council wish to approve this item staff recommends the approval subject to the conditions set forth in the draft ordinance.

Council Member Craig stated the letters from residents seemed to indicate they wanted did not want us to consider this item until after the Minutes for the Planning Commission were finalized. She inquired as to why residents would feel that way. **Ms. Ross** deferred to **Ms. Fairall** for the explanation.

Ms. Fairall stated she is not sure why the citizens are requesting that, but the minutes have been posted online as required by state statute. They are still in draft form at this point, as there has not been another Commission meeting yet. Those minutes will be on the Commission agenda for the next Commission meeting, on December 1. However,

the minutes do not have any bearing on the action that the Commission did take at the October Planning Commission in which they held the public hearing, and they did vote to recommend approval of this. The removal of the rezoning condition as requested, with as Miss Ross stated, that additional condition regarding the vegetative buffer.

The fact that the minutes are still in draft form has no bearing on what the Commission actually recommended at their Commission meeting.

Council Member Craig replied stating it is speculation, but were they concerned that maybe the buffer would not be mentioned in the minutes or something? **Ms. Ross** suggested the residents provide its testimony on the item.

Michael Chretin I have gone to the recent Planning Commission meetings to express concerns and needs on behalf of the Sombrero View neighborhood regarding this undeveloped lot that has gone from a single owner with a planned business to the property being divided by partial sale with plans for expansion of that existing business. This portion of the property has been sold to an investment firm with an undetermined plan at this point. As a mature, safe, quiet strong home valued neighborhood, we have concerns regarding the types of businesses that could be established on this lot that is directly in our neighborhood, with its proximity. We are interested in maintaining the safe and quiet neighborhood. We ask as you consider the removal of the VET clinic restriction that restrictions are kept in place and that a planned business be submitted to the Planning Commission in Town Council.

We ask that it be consistent in business purposes that are complementary to the already established business model that is currently operating on the neighboring commercial property on this same parcel. We ask that bars and restaurants, smoke shops marijuana, dispensary's, 24 hour gyms, or cross training gyms and any strip malls be illuminated from the use in the slot as these would bring the greatest negative impact to our neighborhood. The reason why I did not want this to come until the minutes were approved is that there was a lot of interaction in the last meeting. When I had contacted Cynthia, I was unable to get to them on the website. She did send me a copy but several other homeowners have not had the same opportunity.

Council Member Ziegler thank **Mr. Chretin** for coming to the meeting to express your thoughts. She stated that out of the list of the permitted uses, you have only mentioned the veterinary clinic. **Mr. Chretin** replied stating it is that well as you consider removing the vet clinic, I ask for restrictions for a planned business to be brought to you before it is considered, you know.

Council Member Ziegler asked out of the eight that were listed on our presentation, the professional offices, and general offices, medical, dental and financial services whether **Mr. Chretin** has an issue with a veterinarian clinic. **Mr. Chretin** stated from his

understanding, it would have to be enclosed. It had to have some soundproof. Would not be able to have open yards. Those are all things we discussed 15 years ago when it had that restriction. I would ask for the same restrictions to be placed on it if it is a business developed there.

Vice Mayor Post asked **Mr. Chretin** to read the list of businesses that he did not want to see developed in that area. **Mr. Chretin** read as follows Businesses, Bars, Restaurants, Smoke Shops, Marijuana Dispensary's, 24-hour gyms or Cross-Training Facilities or any vacant strip.

Ms. Ross replied to **Vice Mayor Post** stating those are not uses permitted in the Commercial Office Zone.

David Carroll I am just here to represent my client that is purchasing the site. It is in escrow right now. The reason, you know, we looked at this site was just for future planning for professional office use on it. We discovered this issue in the zoning that just limited the site to a veterinary office, and my clients are doctors. They are not in the veterinary business. In order to develop this site in the future for most likely medical or some type of professional office use, we needed this restriction lifted.

The uses that are being asked to be prohibited would never be considered anyway, because they do not follow into the zoning. The plans would have to go through a development plan process just like anything else out here. Our plans would be very similar to the dental office that be next door to this. As far as blending it in again, it has to go through that that whole process to begin with. We are just asking for the zoning restriction to be lifted that will allow us to do professional office use on this site.

[6:42PM Minutes:] **Mayor Honea** closed the public hearing.

Council Member Ziegler moved and Council Member Kai second the motion to adopt Ordinance No. 2021.023. Motion passes unanimously, 7-0.

A3 PUBLIC HEARING: Ordinance No. 2021.024: Related to Development; approving a rezoning of approximately .93 acres from Commercial Office (CO) to Neighborhood Commercial (NC) and .16 acres from Zone C (Large Lot Zone) to Neighborhood Commercial (NC) generally located at 8380 N. Silverbell Road, on the east side of Silverbell Road, south of Somerton Drive and west of Sayante Way (Cynthia Ross)

[6:43PM Minutes:] **Mayor Honea** opened the public hearing to receive testimony.

Ms. Ross stated Murray Hill LLC see the owner of a 1.09 acre parcel and owner of the Rockside Dental practice currently operating on the West side of the site at 8380 north Silver Bell Road, requests approval to rezone approximately.93 acres from Commercial

Office (CO) to Neighborhood Commercial (NC) and .16 acres from Zone C (Large Lot Z) to Neighborhood Commercial (NC). The history of the property is worth mentioning because it outlines how we got to where we are today. This property was annexed into the Town as Zone C - Large Lot by Ordinance No. 87.11. It instantly became a legal non-conforming lot, as 2.2 acres it was less than the required minimum lot size of 20 acres.

In 2005, Dr. Perkins, DVM, purchased the property and resend the parcel from Zone C to (CO) Commercial Office to build a vet clinic. There were a number of reasoning conditions related to the use of the property as a vet clinic. In 2008, David Torres purchased and rezoned .36 acres of the property located on the western third of the property from Zone C to Commercial Office (CO) by Ordinance No. 2008.23.

This rezoning remove the vet clinic and storage restriction. However, it kept the prohibition of residents are used and single-story height restrictions on the property. A new condition was added limiting the number of traffic generations to 50 daily trips or as accepted by the Planning Manager or Town Council. Not depicted on any of these maps are the real estate transactions in parcel history. In or about 2017, Dr. Slifka purchased the property from Mr. Torres, and built the Rockside Dental building. In 2018, Dr. Slivka purchased the eastern 2/3 of the property from Dr. Perkins to expand his practice. In 2019, he combined the lots, making the 1.09-acre parcel we see today.

For some reason, a 30 X 226 foot area located in the northeastern portion of the property was not included in either 2005 or 2000 rezoning and has remained Zone C since it was annexed into the town. This unintentional omission has resulted in a parcel with the split zoning with .16 acres on C and 9.93 acres zoned Commercial Office. Because town zoning regulations do not allow development of non-conforming C Zone land and property with two zones, staff recently advised Dr. Slivka, that if he wanted to expand his business eastward, he would need to rezone his parcel to one of the new Commercial Zoning Districts.

Ordinarily, this would not be a problem, but because the Town retired Cone C and Commercial Offices Legacy Zones this past June, rezoning to one of these zones is not an option. Of the three Commercial Zoning Districts. The Neighborhood Commercial Zone is the closest translation of zone for the existing and proposed use of the property because it accommodates businesses serving neighborhood residential. The applicant decided to rezone to Neighborhood Commercial. Although restaurants and bars or allowable service uses in the NC Zone, the applicant is agreed to not allow these uses on the property to avoid disturbing the Continental Ranch neighbors and this is a condition of the rezoning; Condition No. 13. Another condition of the rezoning is Condition 14 that is the Planning Commission's recommendation to require the applicant to provide adequate vegetative screening to the sides of the north and east property lines abutting the Continental Ranch subdivision wall to address the privacy concerns of the neighbors to the east.

Ms. Ross displayed a slide of the applicants revised landscape plan to provide the required vegetative screening. On the east perimeter, they have added quite a few shrubs, including eleven hop seed bushes, and under north perimeter, they have added more trees and shrubs. This public hearing was properly noticed and Staff received four (4) letters of concern from neighbors that reside on Santee Way and those were forwarded to Council.

Michael Chretin a Marana resident again for 15 years. Dr. Matt Slivka owner operator of Rockside Dental has been very conscientious and considerate business neighbor. On behalf of Sombrero View Neighborhood I, along with a fellow neighbor, have worked through our concerns and needs through recent Planning Commission meetings concerning his current expansion plans. As you consider the rezoning request from Large Lot C and go to Neighborhood Commercial, we ask for continued restrictions. Our only request is that the property be restricted to Dr. Slivka's in Rockside Dental's business plan that any sale of the business or a change to its overall use as a building in its entirety. Other than, a dental, medical, or other like services need to be approved through the Planning Commission and Town Council before doing so. We ask for your continued leadership in providing these restrictions that maintain the safe, quiet and stable home values that we have maintained, and afford us the opportunity to continue to maintain this now and into the future, that we all can live and prosper in court.

Council Member Comerford stated what at bureaucratic nightmare. She asked why the Town did not catch the first part of the property the first time around. It is part of us cleaning up all that. She apologized to the residents and property owner for them having to go through this process.

Council Member Ziegler stated she wanted to ensure she understood the comments of **Mr. Chretin** that if, indeed, Dr. Matthew Slivka sold the business and those same restrictions would apply. She does not want to see it sold only to go through this process again.

Ms. Fairall stated if the property were sold that would not be something the Town would be involved in, that would be a private sale of property. However, if the Council approves this ordinance tonight we will be rezoning that property. The whole of it to the Neighborhood Commercial Zone and the Neighborhood Commercial Zone regulations that are in the Town Code will apply to the property moving forward. As far as any restrictions part of this rezoning Ordinance #13 it does prohibit the operation of a restaurant or bar which would normally be approved be allowed in an NC Zone. In this case, it would not be, and that will continue with the property. If it is sold and if someone wanted to do a restaurant or bar on that property, at some point, they would have to come back to the Council and get approval to remove that condition.

Council Member Ziegler asked for clarification in the event the practice is sold. **Ms. Fairall** stated the same restrictions that anybody would have an NC Zone there are. There is no language that states it has to be a dental office if sold. Someday if it is sold to somebody else, they could make it some other commercial use that's allowed in the NC Zone phone, except for a restaurant or bar that we are prohibiting that use via this ordinance if then that is going to continue with the property even if it is sold. Any other use it is not going to be restricted to only dental in perpetuity. It is whatever the NC Zone allows.

Council Member Craig stated the Neighborhood Commercial Zoning would still allow all the other uses that the man did not like. What about a marijuana clinic? **Ms. Fairall** stated it would not allow marijuana use. The Town has restricted that in our code elsewhere, but that she do not have the list of permitted uses in the NC zone. She does not know if **Ms. Ross** has that handy, but it would allow a wide variety of commercial uses that are allowed in the NC zone. Yes, it with the exclusion of the marijuana.

Council Member Craig asked why they did not go that route. It is a commercial office. **Ms. Fairall** replied stating the Commercial Office zone is zone that Marana no longer use in the Town Code. It was one of the ones that when we adopted the updated LDC in June. The CO zone is an old legacy zone. There are not a lot of properties in the town that are of that zone at this point, and the Neighborhood Commercial is the closest translational zoning to the CO zone. That is why we were moving it to that, or, you know, we talked with the applicant about what fit that property. The C Zone is also not as a legacy zone. It is not something that we are moving forward. As **Ms. Ross** mentioned it is also a non-conforming use than the C Zone. That is not an option either.

Mayor Honea explained that for those of you that are not aware of how we got this piece of property like this. When Continental Ranch was formed, they tried to buy that property and the owners would not sell, so it is technically not part of Continental Ranch. It has been a unique property that we have had to deal with. As you see, the first Ordinance was adopted in 1987 that was 34 years ago. Such a unique piece of property. It had two old houses on it originally, and one of them somebody was living in.

Planning Manager Steve Cheslak displayed and explained the table to **Mayor Honea and Council Members** of the complete list of uses and it starts with the residential uses. Then it goes to the agricultural uses, none of which is allowed in Neighbored Commercial. The Green house. That is that type of thing. That type of thing or not allowed it to neighborhood commercial. Then there is lodging. You know, there is this is many, many uses. There is many conditional uses, like for hotels, resorts that type of thing. Then we get into entertainment.

Mayor Honea asked whether a hotel could be built on less than an acre. **Mr. Cheslak** stated no it could not be built. So we get into services and it is typical body shops auto service. That type of thing is not permitted. This is it's really Neighborhood. Commercial is typical Neighborhood Commercial stuff and. It is. This list has been gone through quite a bit recently, so we narrowed it down. Medical clinics are allowed that type of thing, restaurants that will not be allowed at this site. Retail is allowed. There is a size limit up to 30,000, which would fit on this site anyways, but typical retail.

Mayor Honea stated there was a mention of only so many cars a day could enter or leave the property on average or whatever. Is that still in effect or with that go away? **Ms. Fairall** replied stating she does not see it here in the draft ordinance. **Mayor Honea** stated any kind of retail 50 cars a day would be rough.

Ms. Ross stated the key there is that it says 50 cars as accepted by the Planning Manager or Town Council. It has far more than 50 cars a day. She checked with Diahn Swartz in the Transportation Department and she indicated that it is like between 237 trips to 240. In 2008 that was added in, and that 50 trip is not a condition of this rezoning. That is unreasonable in her opinion.

Ms. Fairall stated there is a standard condition if there is going to be additional preliminary plat or development plan there a traffic impact analysis will need to be done if there is going to be additional development there. **Ms. Ross** stated they did submit one and it has been approved.

Dr. Matthew Slivka he appreciates the comments of confusion over this lot, and had no idea what to expand my practice and then all of this came forward. Long story short, all I want to do is expand my dental office and put a pediatric office. I just talked with the neighbors. I plan to be the best neighbor possible, just like I have currently with the neighbors' right there. As far as like you know, blocking views and turning down lights at night. I think any additional restrictions aside from what is there in the zoning is a little over each. Especially my understanding, where they are asking that if I ever sell the building. It is a conditional sale to anybody I decide to restrict it to another discussion like this, and I think that the zoning does add. This was therefore and we just go with that and I 100% agree, and that is why I actually offered to put it in there. He does not was any clubs or restaurants or anything like that. It is a dental office, and that is what it will remain.

[7:03 PM Minutes:] **Mayor Honea** closed the public hearing.

Council Member Officer moved and Council Member Ziegler second the motion to adopt Ordinance No. 2021.025. Motion passes unanimously, 7-0.

A4 Ordinance No. 2021.025: Relating to Public Nuisance and Property Preservation; amending the Marana Town Code by adopting new Title 18 entitled Public Nuisance and Property Preservation establishing public nuisance and property preservation standards for the health and safety of the citizens of the Town of Marana; defining and establishing penalties for violations and providing for enforcement procedures; deleting Marana Town Code Chapter 10-2 (Maintenance of Property), Chapter 11-7 (Storage of Inoperable or Junked Vehicle), Section 11-3-3 (Graffiti Prohibited; Abatement Procedures; Penalty), and Section 10-1-4 (Illegal Dumping; Classification); and designating an effective date (Lisa Shafer)

Resolution No. 2021-147: Relating to Public Nuisance and Property Preservation; declaring as a public record filed with the Town Clerk Marana Town Code Title 18 (Public Nuisance and Property Preservation) adopted by Ordinance No. 2021.025 (Lisa Shafer)

Community & Neighborhood Services Director Lisa Shafer provided a brief presentation update and overview of the Ordinance No. 2021.025. *(A copy of the presentation is on file in the Town Clerk's Office for review.)* Below is an overview of the presentation.

After the June 15 Council Meeting, Town staff met with a few of the Council members in person, as well as spoken with some on the phone. We addressed some of the concerns and answered questions that some had. Town staff addressed those concerns raised with other departments. She and her staff worked with the Legal Department to finalize a draft and present it to Council. The draft is substantially the same as was presented in June; however, focused on health and safety and removed references to general welfare.

The Town removed references to vacant lots. **Council Member Craig** brought forward an item under natural desert area. Town staff have a list of exceptions that are not susceptible to plant growth. That, you do not have to weed eat natural areas. We did not include was natural area that had never been graded or disturbed so that we added. As a result, a fourth area that has been added. Once all edits were, completed Town staff placed it on the Towns' website for comment, and proceeded to do some community outreach. **Ms. Shafer** discussed the comments from the public, as well as through Nextdoor.

She stated there is one area that Town staff did not discuss with Council, that is to put together a proposed Code Enforcement Policy. **Senior Assistant Town Attorney Luke Fischer** will discuss that item following this item. She explained the premise behind the document to list the enforcement process that staff will follow. It is the same process that the Town currently follows, and how violations are handled for first time violations within the town. The policy have an expedited enforcement process for those who are repeat violators of town ordinances. Additionally, one of the things that this changes

slightly is that it spells it out that the process to be enforcement on a complaint basis with exceptions.

Neighborhood Preservation Code
Town Code Title 18 Public Nuisance and Property Preservation
- Draft was presented to Council on June 15, 2021
- Met with Council members individually
- After finalizing draft with various departments the draft Ordinance was sent out for public comment
- Town Website, Chamber Meeting, Nextdoor

Outreach Outcomes
- Five comments from the public and one from Council
    - Two in support, one regarding noise, one regarding native plants, one not wanting more regulation and one on Natural Desert
- 2,597 impressions on the Nextdoor Post ☺♥♥♥♥
- Proposed Code Enforcement Policy

Elements of the Code Enforcement Policy-
- Clearly list the enforcement process that staff will follow on properties without prior violations
- Expedited enforcement process for those who repeatedly violate Town Ordinances
- Enforcement will be on a complaint basis with the following exceptions:
    - Scheduled neighborhood canvassing
    - Special Target Areas
    - Properties in the immediate area of a complaint
    - Environmental, Imminent Hazard and/or Fire Safety Conditions
    - Recidivist/Chronic Recidivist Properties
- Hardship Assistance

Council Member Kai moved and Vice Mayor Post second the motion adopting Ordinance No. 2021.025, and Resolution No. 2021-147. Motion passes unanimously, 7-0.

A5 Resolution No. 2021-148: Relating to Public Nuisance and Property Preservation; Review and approval of the Town of Marana Code Enforcement Policy for enforcing Marana Town Code Title 18 (Public Nuisance and Property Preservation) (Lisa Shafer)

Senior Assistant Town Attorney provided a PowerPoint Presentation to Council related to Title 18 Code Changes. *(A copy of the presentation is on file in the Town Clerk's Office for review.)* Below is an overview of the Title 18 Code Changes.

Authority

- A.R.S. § 9-499
  - The governing body of a city or town, by ordinance, shall compel the owner, lessee or occupant of property to remove from the property and its contiguous sidewalks, streets and alleys any rubbish, trash, weeds or other accumulation of filth, debris or dilapidated buildings that constitute a hazard to public health and safety.

Previous Code Provisions

- M.T.C. 10-2 Maintenance of Property
  - Replaced by M.T.C. 18-1-2, 18-3-4, 18-3-7, and Chapter 5 of Title 18
- M.T.C. 11-7 Storage of Inoperable or Junked Vehicles
  - Replaced by M.T.C. 18-1-2 and 18-3-2
- M.T.C. 11-3-3 Graffiti
  - Partially replaced by M.T.C. 18-1-2 and 18-3-3
- M.T.C. 10-2-4 Dilapidated Buildings
  - Replaced by M.T.C. 18-3-1

New Addition Highlights

- Public Nuisance M.T.C. 18-2-1
- Blight M.T.C. 18-1-5
- Expanded Definitions M.T.C. 18-1
- Enforcement M.T.C. 18-5
  - Appellate avenue with the Board of Adjustment
  - Corrective Action Plan
- Enforcement Policy

Additional Notes

- Focus on health and safety
- Applies to all areas within the Town

Council Member Officer stated this works, but for only those that are scared. This past summer, with the rain season that we had, he has three elderly women in the Marana area that has contacted him. He stated that they had received a letter from the Town indicating that they had 14 days to bring the issue into compliance. He would go and take care of it for them, as that is something that he can do to assist. However, in speaking with them, he is asked why their neighbor does not have to comply. He asked where is the enforcement to commercial neighbors who does not live in the Marana community, but owns property and not maintain it.

He stated the other concern was that a few were Marana properties, that it bothered him. The Town needs to clean up its own properties before asking someone else to

clean up their property. Equal enforcement is not occurring with commercial owners and developers who are developing land and is not caring for the property.

Ms. Shafer replied stating the Town does hear that statement often, and the Town has worked to spell out the process, as it may take some time before the issue is settled. She explained the process of having to issue a complaint to a resident, commercial owner or developer, only to repeat the process before sending a final letter, then later a citation. This process can take up to a month or longer before the person is actually brought into court, and it may appear as though Town staff is playing favorites. That is not the case.

Counselor Member Comerford asked is it possible for the Town to go into a property, clean it up and charge the owner/developer of the property five times the amount that it cost to clean it up. **Mayor Honea** stated the Town has done that before in the past in Vanderbilt Farms, and called them out by name. There were from 15 to 20 homes built and many tumbleweeds that were approximately 10 ft. high covering the properties. The town sent in a contractor to clean up the weeds, as it feared that some of the homes might be burned down. The Town placed a lien on them that had to be paid before any further homes could be built. Those steps were taken with commercial developers who had endangered the homes of persons living or doing business in the community.

Vice Mayor Post, moved and Council Member Ziegler second the motion approving Resolution No. 2021-148. Motion passes unanimously, 7-0.

A6 Resolution No. 2021-149: Relating to Real Estate; vacating unneeded public right-of-way located south of Adonis Road and north of Tangerine Road and authorizing the Town Engineer to sign a quit claim deed of abandonment for the unneeded right-of-way (George Cardieri)

Real Property Manager George Cardieri stated Balafore Communities, the developer of the Mandarina Master Planned Community, submitted a real property application to complete the realignment of Mandarina Blvd. between Adonis and Tangerine Roads. The realignment has three components. The first component has to do with the dedication of a 90 foot right of way, which is already been signed by the developer. The next component, which is why staff is presenting, has to do with the abandonment of the 51-foot right of way, which would no longer be needed. The third component is a temporary public access easement, which will allow for continued public use of the existing road until which time the developer completes the improvements on the new road and the town accepts them.

The realignment has three components. The first component has to do with the dedication of a 90 foot right of way, which is already been signed by the developer. The next component, which is why staff is presenting, has to do with the abandonment of the 51-foot right of way, which would no longer be needed. The third component is a temporary

public access easement, which will allow for continued public use of the existing road until which time the developer completes the improvements on the new road and the town accepts them. So to bridge the gap from the abandonment of the completion of the new road. Town staff is in favor of this action for two reasons. The first reason is will have a wider right of way in the end will go from 90 feet from the existing 51-feet. The second the second benefit has to do with the connection of Mandarina Blvd and proximity to the Union Pacific Railroad and the Interstate. The connection point will be just slightly further East, which will better accommodate a future traffic interchange at Tangerine Road and I-10.

Vice Mayor Post, moved and Council Member Kai second the motion to approve Resolution No. 2021-149. Motion passes unanimously, 7-0.

A7 Resolution No. 2021-150: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation by adding new Policy 3-13 "Second Language Pay" and revising Policy 3-6 "Holiday Pay"; approving the transfer of up to $150,000 in budgeted expenditure authority from the General Fund contingency line item to the applicable personnel costs line items within the applicable departments and/or funds in the Fiscal Year 2021-2022 budget as needed for Second Language Pay, increased Holiday Pay and increased Shift Differential Pay (Curry C. Hale)

Human Resource Director Curry Hale and Mr. Rozema provided an overview of the proposed amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation by adding new Policy 3-13 "Second Language Pay" and revising Policy 3-6 "Holiday Pay"; approving the transfer of up to $150,000 in budgeted expenditure authority from the General Fund contingency line item to the applicable personnel costs line items within the applicable departments and/or funds in the Fiscal Year 2021-2022 budget as needed for Second Language Pay, increased Holiday Pay and increased Shift Differential Pay.

Council Member Kai moved and Council Member Comerford second the motion approving Resolution No. 2021-150. Motion passes unanimously, 7-0.

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. Rozema reported on the well-publicized significant infrastructure bill was recently passed to the tune of $1.2 Trillion. That million or billion but trillion dollars in

anticipated that 20% of the monies will be distributed in time for the upcoming legislative session, which will begin here in January of 2022. The allocations for Arizona are as follows:

- $58M for Federal and Highway Repair Programs,
- $225M for Bridges Replacement and Repair.
- $100M for Expansions of Broadband and High-speed Internet access.
- $290M for Water Systems, Infrastructure and more.
- Certainly one of the ones that would ring true for Marana is the infrastructure that has already been completed in the way of our Water Treatment Campuses.

He is not sure if reimbursement is going to be something that will be considered in that, but it is something that we are looking at. We will keep the Council posted as we get more information on whether or not reimbursement for infrastructure that has already been in place will be allowed.

Vice Mayor Post stated he had heard the other day that they had finally selected a route for I-11. **Mr. Rozema** replied stating that is incorrect, incorrect, that is incorrect. There is still a lot of discussion going on at this point with regard to that. We are not close at this point unless something has happened, and in the last eight (8) hours. We are not close to identifying a route for 11 at this point.

Council Member Ziegler asked who decides how these monies are used in our state. **Mr. Rozema** replied stating he believe that that is a cooperative, and **Mr. Vescovi** has been dealing a lot with the legislature on this issue, so he might be able to speak.

Council Member Ziegler stated the Tucson's Mayor has already decided to put the train in, which we have been talking about for 25 or 30 years.

Assistant to the Town Manager Heath Vescovi stated the way that the money is going to be distributed to the states is going to be based on a formula and that formula that we use for state shared revenues. He does not believe that they have finalized the formula yet and the dollar amounts that **Mr. Rozema** mentioned are courtesy of Senator Mark Kelly, and so these are just preliminary numbers that have come through. They may or may not use the most recent census data or the older census data. He does not have an idea what is going to be the identifier for which way they end up leading. He imagines that they are going to use the most recent census data, because those numbers more closely represent a higher population for the Town of Marana and for Arizona.
It also depends on the use of the money, so some of these monies are going to be used as competitive grants. Others can be forgivable loans and others can just be given out. Once they finalize all of that information, as well as which organizations are going to be the ones that that move that money around the state, he does not believe we will really going to know for sure. He think it is typical that when federal information is released,

it is being consistently changed, because they are changing the rules, and that things are evolving as we continue to move forward.

Vice Mayor Post as he understand it that Arizona is looking to get $5 billion it appears as though large sums of monies are being given to different agencies. They have no rules. They have no ideas. The responsibility will be left up to the agency that that particular money went to, as to how they are going to let it out.

Mr. Vescovi replied stating that **Vice Mayor Post** is partly correct to a certain extent. As an example, the monies that are coming through for water and wastewater infrastructure most likely will go from the federal level to AZDQ, and then through the Water and Infrastructure Finance Authority. WIFA would then distribute those monies based upon whatever requirements they are if they have grants or if their loans. It does depend on the agency that they are disseminated through.

Council Member Ziegler stated there are many touchpoints to this before it gets down to politics, and **Water Director Jing Luo.**

Mayor Honea stated half of it would be spent before it is dispersed to anyone to build a project.

EXECUTIVE SESSIONS

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

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

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, 7-0. Meeting adjourned at 7:41 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on November 16, 2021. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

Council-Regular Meeting **A1**

Meeting Date: 12/07/2021

To: Mayor and Council

Submitted For: Heath Vescovi-Chiordi, Assistant to the Town Manager

From: Heath Vescovi-Chiordi, Assistant to the Town Manager

Date: December 7, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-157: Relating to Intergovernmental Relations; adopting a 2022 Town of Marana Legislative Policy Priority Program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it (Heath Vescovi-Chiordi)

Discussion:

Each calendar year, in anticipation of the State Legislative Session, the Marana Town Council reviews and adopts a legislative policy priority program. This program captures issues and policy areas of importance to the Town of Marana's interests, such as state-shared revenues, protection of local control, and other Town-related issues. This resolution provides the necessary authority from the Marana Town Council for Staff and contracted lobbyists to pursue the policies within the legislative program at the State Legislature. While many issues and policies from prior years are retained year over year in this program, Town Staff did a comprehensive internal review of the program, and made updates to reflect potential legislative initiatives in the upcoming 2022 legislative session.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2021-157; adopting a 2022 Town of Marana Legislative Policy Priority Program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it.

Attachments

Resolution No. 2021-157

MARANA RESOLUTION NO. 2021-157

RELATING TO INTERGOVERNMENTAL RELATIONS; ADOPTING A 2022 TOWN OF MARANA LEGISLATIVE POLICY PRIORITY PROGRAM AND AUTHORIZING AND DIRECTING THOSE AUTHORIZED TO LOBBY ON BEHALF OF THE TOWN OF MARANA TO REPRESENT AND PURSUE IT

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

SECTION 1. Those persons authorized by the Town of Marana to lobby on its behalf and registered as such with the Secretary of the State of Arizona pursuant to Arizona Revised Statutes § 41-1231 et seq. (the "Town Lobbyists") are hereby authorized and directed, subject to the continuing supervision of the Town Manager and the Town Council, to represent and pursue the legislative, executive and intergovernmental interests of the Town of Marana by supporting legislation that embodies any of the following basic principles:

A. Protects state-shared revenues that fund essential services and strengthen local economies.
B. Maintains local control while seeking partnership between municipalities and the state.
C. Empowers the Town of Marana with sufficient flexibility to address an expanding and changing variety of local needs and conditions.
D. Establishes appropriate means to adequately compensate the Town for the costs of complying with state-mandated requirements.
E. Provides the Town with the means to cope with unfunded mandates, cost increases, population growth and escalating service requirements.
F. Enables the Town to provide public services in a more responsive, efficient, and cost effective manner.
G. Ensures that the Town has the ability to provide, manage, or operate critical infrastructure necessary to promote or maintain the health and safety of residents, preserve and direct land use, and ensure the future sustainability of the community.

SECTION 2. In addition to those basic principles set forth in Section 1 of this resolution, the Town Lobbyists are authorized and directed to pursue the following specific objectives:

A. Support the maintenance and/or restoration of existing sources of transportation funding for municipalities, including the Highway User Revenue Fund (HURF) and Local Transportation Assistance Fund (LTAF) I and II.
B. Support sustainable policies and funding for education programs (such as preschool - 12, CTE, and post-secondary education programs) that result in a thriving and qualified Arizona workforce.
C. Support efforts to maintain, restore, and or/expand existing economic development programs and funding, as well as efforts to create new programs, tools, and funding sources that support state and local economic development initiatives centered around attraction, growth, and retention and expansion of businesses with high-wage jobs.
D. Support efforts to preserve access to water for municipal governments, including continuation of statutory responsibility to develop and manage water resources in order to provide existing and future residents with appropriate levels of service.
E. Support legislation that encourages provision of funding for high quality potable water resources and infrastructure for residents of local Arizona municipalities.
F. Support legislation that simplifies Arizona's tax codes while protecting the Town's state-shared revenue allocations, contracting sales tax, and other tax revenue sources.
G. Support efforts that develop mutually beneficial solutions to state land use issues, including expedited land acquisition processes and timely resolutions to issues regarding protected land.
H. Support legislation that focuses on maintaining current or allocating additional funding for airport-related development efforts, including but not limited to economic development, capital improvements and maintenance, and funding of an air traffic control tower.
I. Support legislation regarding COVID19 relief, including but not limited to budget support for local municipal operations and municipal liability protection.
J. Support legislation that encourages provision and allocation of funding for flood control, flooding mitigation, and flood control infrastructure maintenance and cleanup efforts for local municipalities

SECTION 3. Legislation that is inconsistent with any of the basic principles or objectives set forth in Sections 1 and 2 above should be opposed or appropriate amendments pursued.

SECTION 4. The Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations and objectives of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 7th day of December, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **D1**

Meeting Date: 12/07/2021

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: December 7, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Water; discussion, consideration, and possible direction regarding a request from the owners of property generally located near the southeast corner of Twin Peaks Road and Tangerine Road for an exception to the Town's Water Wheeling Policy, to allow water to be wheeled to the property through the Intergovernmental Agreement Between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water (Jane Fairall)

Discussion:

On August 8, 2020, the Town Council approved an Intergovernmental Agreement Between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water, recorded in the office of the Pima County Recorder on August 21, 2020 at Sequence No. 20202340063 (the "Water Wheeling IGA"). The IGA allows Marana Water to provide potable water service to certain areas of land that (1) are within the Marana town limits, (2) are too far away from Marana Water's existing water infrastructure to receive cost-effective service from Marana Water, and (3) are close enough to be served by water infrastructure owned and operated by the Tucson Water Department ("Tucson Water") but do not meet Tucson Water's service area policy. The Water Wheeling IGA requires that the Town use its own CAP water, which will be wheeled through Tucson Water's potable water system to points of interconnection to the new Marana Water customers. The wheeling agreement allows for up to 250 acre-feet per year of total water wheeled.

At an October 13, 2020 Study Session, staff requested policy feedback on when and under what conditions to use the Water Wheeling IGA for prospective developments. Staff took the Council's feedback and after further research and careful consideration, returned to Council on January 19, 2021. The Council approved staff's recommended

approach for applying the Water Wheeling IGA:

- For locations in Marana Water's intended service area, the project must connect to Marana Water infrastructure. No temporary wheeling will be allowed. All applicable impact fees must be paid.
- If the project is located in an area where Marana Water does not intend to extend infrastructure (i.e. outside its intended service area), the project will be a candidate for permanent wheeling. These developments are required to pay a fee for acquiring additional water resources, since these developments are not currently included projected water developments in the Town's current Designation of Assured Water Supply (DAWS).

A copy of the Water Wheeling Policy is attached.

The owners of property generally located near the southeast corner of Twin Peaks Road and Tangerine Road (see attached maps), currently known as Twin Peaks Crossings, have requested that the property receive water via the Water Wheeling IGA. The property is within the Town's intended service area, which, pursuant to the Town's January 19, 2021 policy, would mean that the property is not eligible for wheeled water and must connect to Marana Water infrastructure. However, prior to the approval of the current Water Wheeling Policy, the property owners had been in discussion with the Town and Tucson Water to receive wheeled water.

Given the timing of the events as described above, the property owners are requesting an exception to the Water Wheeling Policy. If Council approves this request, the Town will re-engage with Tucson Water regarding this property. Additionally, the Town and the property owners (or subsequent property owners) will enter into a future agreement regarding water service, which will be brought to Council for approval at a later date. At a minimum, the agreement will require the following: 1) that the property owners pay a fee equal to the water infrastructure impact fee, in recognition of the project's future connection to the Town's system; 2) that the property owners dedicate certain property to the Town for future Water infrastructure; and 3) that the property will connect to the Town's system when the Town extends its infrastructure to the property.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to approve an exception to the Town's Water Wheeling Policy, to allow water to be wheeled to the property generally located near the southeast corner of Twin Peaks Road and Tangerine Road through the Water Wheeling IGA, and to direct staff to proceed with negotiation of necessary agreements with the described terms and conditions.

Attachments

Water Wheeling Policy

Date: September 28, 2021

From: Jing Luo, Water Director

Wheeling IGA Policy

EFFECTIVE IMMEDIATELY

Purpose

The purpose of this document is to define and standardize the Marana Water Department's ("Marana Water") policy regarding the utilization of the Intergovernmental Agreement Between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water, recorded in the office of the Pima County Recorder on August 21, 2020 at Sequence No. 20202340063 (the "Water Wheeling IGA").

Background

The Water Wheeling IGA was approved by Marana Resolution No. 2020-087 on August 8, 2020. The IGA allows Marana Water to provide potable water service to certain areas of land that (1) are within the Marana town limits, (2) are too far away from Marana Water's existing water infrastructure to receive cost-effective service from Marana Water, and (3) are close enough to be served by water infrastructure owned and operated by the Tucson Water Department ("Tucson Water") but do not meet Tucson Water's service area policy. The Water Wheeling IGA requires that the Town use its own CAP water, which will be wheeled through Tucson Water's potable water system to points of interconnection to the new Marana Water customers. The wheeling agreement allows for up to 250 acre-feet per year of total water wheeled.

Policy

If a project or development is within Marana Water's intended service area, the project or development must connect to Marana Water's infrastructure. Wheeling pursuant to the Water Wheeling IGA may not be utilized for a project or development within Marana Water's intended service area.

If a project or development is located in an area where Marana Water does not intend to extend infrastructure, the project or development may be a candidate for permanent wheeling pursuant to the Water Wheeling IGA. Temporary wheeling is not permitted.

Approval from both Marana Water and Tucson Water must be obtained before any project or development can be considered as a candidate for permanent wheeling pursuant to the Water Wheeling IGA. If both entities approve the wheeling of water to the subject location(s), two (2) separate and distinct Water Service Agreements, one between the developer of the project or development and Marana Water and one between the developer of the project or development and Tucson Water, will be required.

If approved, the developer must comply with all plan review processes, submittals, modeling and permitting applicable to both Marana Water and Tucson Water, and the developer must pay all applicable fees to both entities.

The required onsite infrastructure shall be constructed by the developer and shall thereafter be owned, operated, and maintained by Marana Water.

The required offsite infrastructure shall be constructed by the developer and shall be thereafter owned, operated, and maintained by Tucson Water.

Authority

This policy was approved by the Marana Town Council on January 19, 2021 at its regular Town Council Meeting and will be applied administratively by Marana Water.

ASSESSOR'S RECORD MAP

SECTION 01, TOWNSHIP 12 SOUTH, RANGE 12 EAST

216-01
-02
-03SW4
-04SE4
218-55

TWIN PEAKS SUBDIVISION PARCELS

216-02-008K
216-02-008G
216-02-008R
216-02-008Q
216-02-008J

NOTE: R/W strips in lots 3 & 4 dedicated to the public by 1961 Deed D01805v0090

216-02-0140
216-02-008P
216-02-008N
216-02-008M

216-01-004F
216-01-004E
216-01-004D

15C
8J
15R
8K
8R
8G
7D
LOT 4
40.09 AC.
LOT 3
40.06 AC.
7B
LOT 2
40.04 AC.
LOT 1
40.01 AC.
CASA SEVILLA
SQ20141640175
(216-01)
SEE DETAIL "C"
SEE DETAIL "B"
DETAIL "D"
8Q
9A
6A
6B
UNORG. FD
14
16A
13425v5452
553.67'
618.62'
R=25'
L=39.17'
184.68'
15'
N 90-00-00 E 2637.85'
RM 07083
WEST (GLO) S 89-58-23 E 2636.21'
TANGERINE ROAD
7458 0060 ABAND. 7482 0207
HOLLYWOOD BOULEVARD
N 89-58-07 E 314.55'
S 00-12-11 E 618.45'
S 00-12-16 E 618.62'
314.36'
2647.75'
S 00-06-14 E
MIGHTY LANE
NOW TANGERINE RIDGE LOTS 151-153 SQ20192280090
NW COR S06,T12S,R13E
TWIN PEAKS ROAD 13425'5452
S 00-14-16 E 2651.90'
N 89-56-14 E 2634.84'
NORTHWEST F.D.
TANGERINE RIDGE
SQ20153380143
(216-01)
4F
4E
4D
3J
3H
3K
3G
3L
3M
3N
UNORG FD
SEE DETAIL "A"
DETAIL "A"
SCALE: 1"=300'
DETAIL "B"
SCALE: 1"=300'
13560'4158
S 00d 03 E 5283.30' (GLO)
N 89-54-37 E 2631.75'
UNORGANIZED FD
NORTHWEST F.D.
UNORG F.D.
12B
13
10
1
2
9
3
14
4
16A
7A
6
5
17
18
19L
19K
19N
19E
19M
19H
19J
19D
19F
19G
19C
20
2643.48'
NORTH (GLO) 5283.30'
TOWN OF MARANA
GOLDER RANCH F.D.
NORTHWEST F.D.
CAMINO DE MANANA
SEE SW 1/4
TOWN OF MARANA
NORTHWEST FD
(216-03)
UNORG. FD
N.W.F.D.
NWFD
UNORG. FD
NORTHWEST FD
GOLDER RANCH F.D.
S 89d 56' W 5283.30' (GLO)
TOWN OF MARANA
SQ20162230266
25'
314.70'
71.75'
13A
UNORG. FD
N.W.F.D.
DETAIL "C"
SCALE: 1"=300'

NORTHWEST FD
UNORG FD
2G
2H
2Q
2R
2K
2L
2M
2W
3S
3R
2Y
3Q
2X
12D
12F
12C
CAMINO DE MANANA
NORTHWEST FD
TOWN OF MARANA
GOLDER RANCH F.D.
DETAIL "A"
SCALE: 1"=300'
HOLLYWOOD BOULEVARD
8P
8N
8M
DETAIL "D"
SCALE: 1"=300'

pima county assessor

2020-6 SD: 12/14/20
I:\T12S\1212E01- 12/14/20 MK

SEE BOOK 05, PAGE 003, R.S.

0 300 600 900 1200
FEET

EXHIBIT B

CONCEPTUAL LAND USE PLAN

