MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 15, 2022, 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 March 15, 2022, at or after 6:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revised agenda items appear in *italics*.

As a courtesy to others, please turn off or put in silent mode all electronic devices.

Meeting Times

Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 6:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings

If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card (located in the lobby outside the Council

Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility
To better serve the citizens of Marana and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas
Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at (520) 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda Posted no later than 24 hours prior to the meeting, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.maranaaz.gov under Agendas and Minutes.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC
At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located outside the Council Chambers and deliver it to the Town Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council,

and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

PROCLAMATIONS

PR1 Proclamation recognizing April 2-8, 2022 as the "Week of the Young Child" (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C1 Ordinance No. 2022.004: Relating to Development; revising section 4.2 "Cul-de-sacs" of the Marana Subdivision Street Standards Manual; and establishing an effective date (Jane Fairall)

C2 Ordinance No. 2022.005: Relating to Development; revising Marana Standard Detail 740-1 for wayfinding signs and establishing an effective date (Keith Brann)

Resolution No. 2022-016: Relating to Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2022.005, revising Marana Standard Detail 740-1 for wayfinding signs (Keith Brann)

C3 Resolution No. 2022-017: Relating to Development; approving a final plat for Gladden Farms Block 34 Lots 1 - 168 & Common Areas "A-1 - A-5" & "B-1 - B-5", located generally west of Clark Farms Boulevard and north and east of Mike Etter Boulevard (Steve Cheslak)

C4 Resolution No. 2022-018: Relating to Development; approving a final plat for Breakers 40, Lots 1-16, Block 1, and Common Area "A" (Private Street, Utilities, and Drainage) and Common Areas "B1", "B2" and "B3" (Landscaping, Drainage, and Utilities) located east of Interstate 10, south of Tangerine Road and west of Marana Tech Drive within Section 5, Township 12 South and Range 12 East (Brian D. Varney)

C5 Resolution No. 2022-019: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2021-2022 Community Development Block Grant Program (Lisa Shafer)

C6 Resolution No. 2022-020: Relating to Development; approving a final plat for Saguaro Ranch II Lots 54-55 located approximately one mile north of the north terminus of Thornydale Road within a portion of Section 20, Township 11 South and Range 13 East (Brian D. Varney)

C7 Resolution No. 2022-021: Relating to Development; approving a final plat for Gladden Farms Block 42 Lots 1-157, Common Areas A (Private Street), B-1 – B-19 (Recreation, Landscape, Utilities, Drainage and Grading), & C-1 – C-2 (Landscape, Utilities, Drainage and Grading) located approximately a half-mile east of the intersection of Tangerine and Midfield Roads (Cynthia L. Ross)

C8 Resolution No. 2022-022: Relating to Intergovernmental Relations; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana, Northwest Fire District and Marana Unified School District No. 6 for development review and inspection, facility use and general cooperation (Libby Shelton)

C9 Resolution No. 2022-023: Relating to Elections; approving and authorizing the Mayor to sign an intergovernmental agreement between the Town of Marana and Pima County, on behalf of the Pima County Elections Department, for election services (David L. Udall)

C10 Resolution No. 2022-024: Relating to Utilities; approving and authorizing the Mayor to sign the First Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract between the Town and Mandarina Holdings, LLC (David L. Udall)

C11 Resolution No. 2022-025: Relating to Development; approving a release of assurances for Gladden Farms Block 26 Lots 1 through 96 and accepting public improvements for maintenance (Jason Angell)

C12 Resolution No. 2022-026: Relating to Development; approving a release of assurances for Gladden Farms Block 27 Phase 1 Lots 1 through 81 and accepting public improvements for maintenance (Jason Angell)

C13 Approval of the Regular Council Meeting Summary Minutes of February 15, 2022 (Cherry L. Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2022.006: Relating to Development; adopting revisions to Title 17 "Land Development" of the Marana Town Code, including miscellaneous revisions to Section 17-3-1 (Amendment and rezoning), Chapter 17-4 "Zoning," Section 17-11-7 (Landscape requirements), Chapter 17-15 "Floodplain and Erosion Hazard Management Code", and Chapter 17-16 "Stormwater Management"; revising Chapter 17-6 "General Development Regulations" to add new section 17-6-10 (Height of buildings and structures); revising Chapter 17-14 "Hillside Development" to add new section 17-14-5 (Average cross slope calculations); and making other various revisions to Title 17 of the Marana Town Code; and designating an effective date (Steve Cheslak)

Resolution No. 2022-027: Relating to Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2022.006, revisions to Title 17 "Land Development" of the Marana Town Code, including miscellaneous revisions to Section 17-3-1 (Amendment and rezoning), Chapter 17-4 "Zoning," Section 17-11-7 (Landscape requirements), Chapter 17-15 "Floodplain and Erosion Hazard Management Code", and Chapter 17-16 "Stormwater Sanagement"; revising Chapter 17-6 "General Development Regulations" to add new Section 17-6-10 (Height of buildings and structures); revising Chapter 17-14 "Hillside Development" to add new Section 17-14-5 (Average cross slope calculations); and making other various revisions to Title 17 of the Marana Town Code (Steve Cheslak)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Presentation: Relating to Finance; presentation, discussion and possible direction on proposed changes to the Town of Marana Comprehensive Fee Schedule and other various rate and fee adjustments (Yiannis Kalaitzidis)

D2 Relating to Budget; discussion, direction, and possible action regarding development of the fiscal year 2022/2023 budget, including proposed budget initiatives and expenditures (Terry Rozema)

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.

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **PR1**

Meeting Date: 03/15/2022

From: Cherry L. Lawson, Town Clerk

Date: March 15, 2022

Subject: Proclamation recognizing April 2-8, 2022 as the "Week of the Young Child" (Cherry L. Lawson)

Attachments

2022 Week of the Young Child Proclamation Revised

PROCLAMATION
Recognizing April 2-8, 2022 as, "The Week of the Young Child"

WHEREAS, all young children deserve quality early learning environments that support them as capable and competent lifelong learners; and

WHEREAS, nurturing parents, equitable and accessible childcare, and early education programs build strong brains during the critical years from birth to age 5; and

WHEREAS, investments in babies and young children have profound impacts on creating a strong and vibrant community; and

WHEREAS, First Things First, Southern Arizona Association for the Education of Young Children, Arizona Association of Young Children, and other community organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the 51st anniversary of the **Week of the Young Child**; and

WHEREAS, these organizations are working to improve equitable early learning opportunities that provide a foundation of learning for children in Marana;

WHEREAS, early childhood educators and child care providers, who make a difference in the lives of young children, deserve to be well-supported and well-compensated; and

WHEREAS, public policies that support early learning for all young children are crucial to Arizona's families, communities, and economy.

NOW, THEREFORE be it resolved, Mayor Honea and the Marana Town Council hereby recognize April 2-8, 2022 as the "**Week of the Young Child**" in Marana, Arizona and encourage all citizens to support and invest in early childhood education in our community.

Dated this 31st day of March 2022.

ATTEST:

Cherry L. Lawson, Town Clerk

Ed Honea, Mayor

Council-Regular Meeting **C1**

Meeting Date: 03/15/2022

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: March 15, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2022.004: Relating to Development; revising section 4.2 "Cul-de-sacs" of the Marana Subdivision Street Standards Manual; and establishing an effective date (Jane Fairall)

Discussion:

The current Marana Subdivision Street Standards Manual provides that for permanent dead-end streets of less than 150 feet in length a turnaround area many not be required if services such as fire, sanitation, postal service, etc. can be provided without the use of the street. These types of streets have commonly been known as "stub streets." The proposed revision to the Marana Subdivision Street Standards Manual will eliminate that exception to the rule, so that even dead-end streets less than 150 feet in length will be required to have the turnaround area, designed as cul-de-sacs, or "t" or "y" shaped configurations.

The proposed revision was presented to the Planning Commission at its February 23, 2022 meeting as an informational item and the Planning Commission discussed the proposed ordinance favorably.

Staff Recommendation:

Staff recommends approval of the proposed revisions to the subdivision street standards manual.

Suggested Motion:

I move to adopt Ordinance No. 2022.004, revising section 4.2 "Cul-de-sacs" of the Marana Subdivision Street Standards Manual; and establishing an effective date.

Attachments

Ordinance No. 2022.004

MARANA ORDINANCE NO. 2022.004

RELATING TO DEVELOPMENT; REVISING SECTION 4.2 "CUL-DE-SACS" OF THE MARANA SUBDIVISION STREET STANDARDS MANUAL; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS the Marana Subdivision Street Standards Manual and Marana Standard Details were adopted on June 28, 2016 by Marana Ordinance No. 2016.008, and were most recently modified on September 15, 2020 by Marana Ordinance No. 2020.012; and

WHEREAS Town staff proposes modifications of section 4.2 "Cul-de-sacs" of the Marana Subdivision Street Standards Manual; and

WHEREAS the Mayor and Council of the Town of Marana find that the modified street standard adopted by this ordinance is in the best interests of the Town of Marana and the general public.

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

SECTION 1. Section 4.2 "Cul-de-sacs" of the Marana Subdivision Street Standards Manual, as amended, is modified as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

4.2 Cul-de-sacs

Permanent dead-end streets shall be designed with an adequate turnaround area at the roadway terminus. ~~In accordance with Town standards, the turnaround area may not be required on dead-end streets less than 150 feet in length~~ if ~~services, such as fire, sanitation, school buses, maintenance equipment, delivery and repair vehicles, and postal service, can be provided without the use of the street. Cul-de-sac/dead-end length is measured from the curbline of the last street intersection to center point of turnaround.~~ Turnarounds may be designed as cul-de-sacs, "T" or "Y" shaped configurations.

[No revisions to paragraphs 1 through 4]

5. Permanent dead-end streets longer than 1,200 feet in length shall have turnarounds throughout the total length so the distance between turnarounds is no greater than 600 feet. Cul-de-sac/dead-end length is measured from the curbline of the last street intersection to center point of turnaround.

[No revisions to paragraph 6]

SECTION 2. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 3. This ordinance is effective on the 31st day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of March, 2022.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 03/15/2022

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Keith Brann, Town Engineer

Date: March 15, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2022.005: Relating to Development; revising Marana Standard Detail 740-1 for wayfinding signs and establishing an effective date (Keith Brann)

Resolution No. 2022-016: Relating to Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2022.005, revising Marana Standard Detail 740-1 for wayfinding signs (Keith Brann)

Discussion:

In 2019, Town Council approved an updated standard for the Town's wayfinding signs. The new sign standard was a more modern, clean look than the previous wayfinding signs from 2010.

In working with the vendor for the sign program, the vendor has made suggestions of an aesthetic nature. The vendor suggested that supporting posts could be installed at the outer edges of the signs which would allow for the simultaneous attachment of faux columns to give the signs more apparent mass and a more pleasing appearance. The vendor also suggested that the original sign panel height of 9 inches was adequate to convey the various builders' information and the proposed 15-inch height sign panels were not necessary. Test cases of the modified signs with the vendor's suggestions have proven to be very pleasing in appearance.

This council action will adjust the wayfinding sign standard detail to match the successful sign test cases.

Staff Recommendation:

Staff recommends adoption of Ordinance 2022.005, revising standard detail 740-1 for Wayfinding signs, and Resolution 2022-016 declaring the revision as a public record.

Suggested Motion:

I move to adopt Ordinance 2022.005, revising standard detail 740-1 for Wayfinding signs, and Resolution 2022-016, declaring the revision as a public record.

Attachments

Ordinance No. 2022.005
Resolution No. 2022-016
Current detail
Picture of Test Case

MARANA ORDINANCE NO. 2022.005

RELATING TO DEVELOPMENT; REVISING MARANA STANDARD DETAIL 740-1 FOR WAYFINDING SIGNS AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS the Marana Standard Details were most recently readopted on June 28, 2016 by Marana Ordinance No. 2016.011 and amended by Marana Ordinance 2019.019 on September 3, 2019; and

WHEREAS Town staff proposes a modification of the standard detail to update the wayfinding sign design; and

WHEREAS the Mayor and Council of the Town of Marana find that the modified standard detail adopted by this ordinance is in the best interests of the Town of Marana and the general public.

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

SECTION 1. Marana Standard Detail 740-1, one paper copy and one electronic copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which were made a public record by and attached as Exhibit A to Resolution No. 2022-016 of the Town of Marana, Arizona, is hereby referred to, adopted and made a part of this ordinance as if fully set out here.

SECTION 2. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 3. This ordinance is administrative, as it affects the design of a Town-owned sign type, and is effective immediately upon its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of March, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2022-016

RELATING TO DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS ADOPTED BY ORDINANCE NO. 2022.005, REVISING MARANA STANDARD DETAIL 740-1 FOR WAYFINDING SIGNS

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Marana Standard Detail 740-1, a copy of which is attached to and incorporated in this resolution as Exhibit A; one paper and one electronic copy of which are on file in the office of the Town Clerk, is hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of March, 2022.

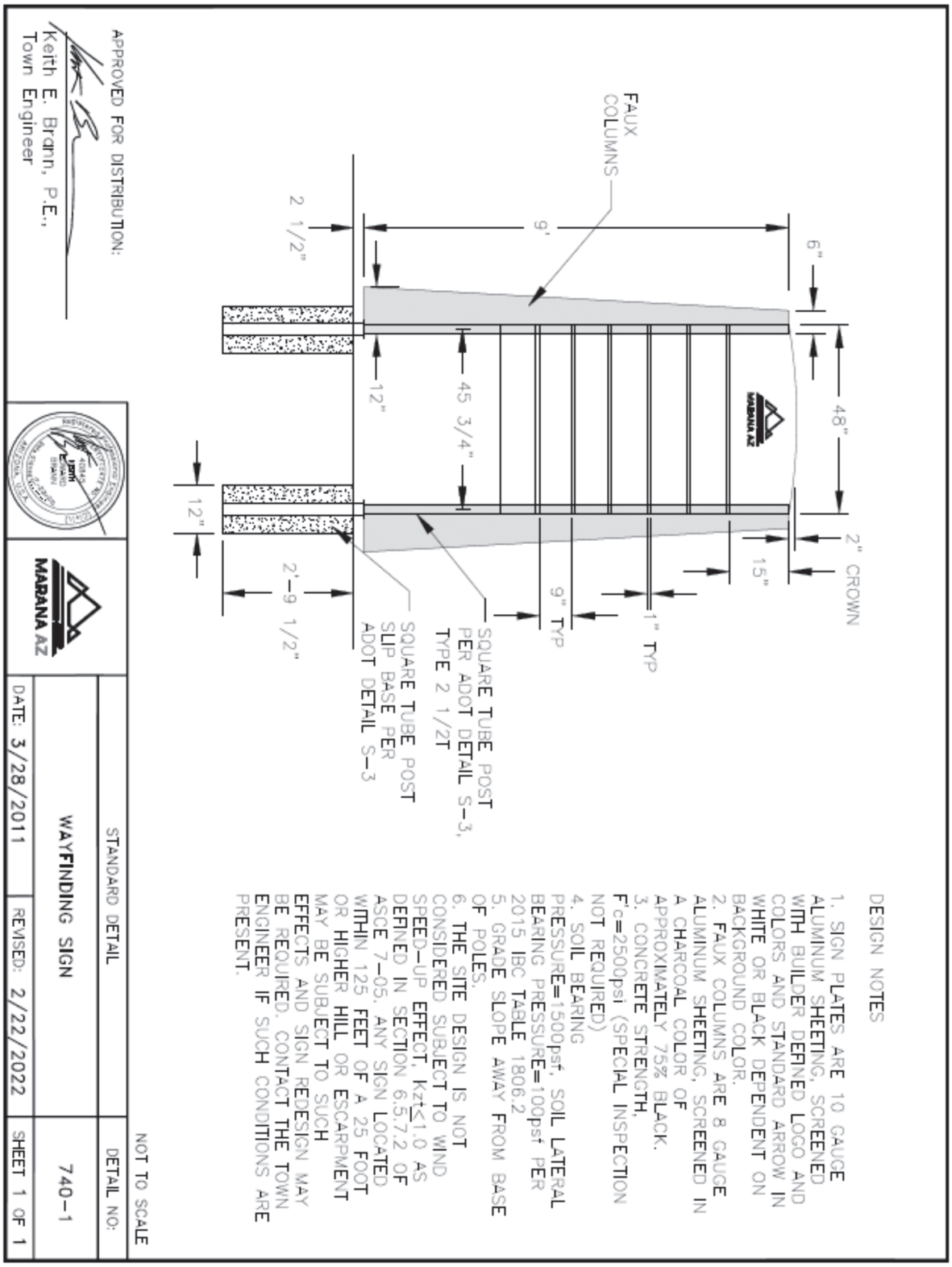
Mayor Ed Honea

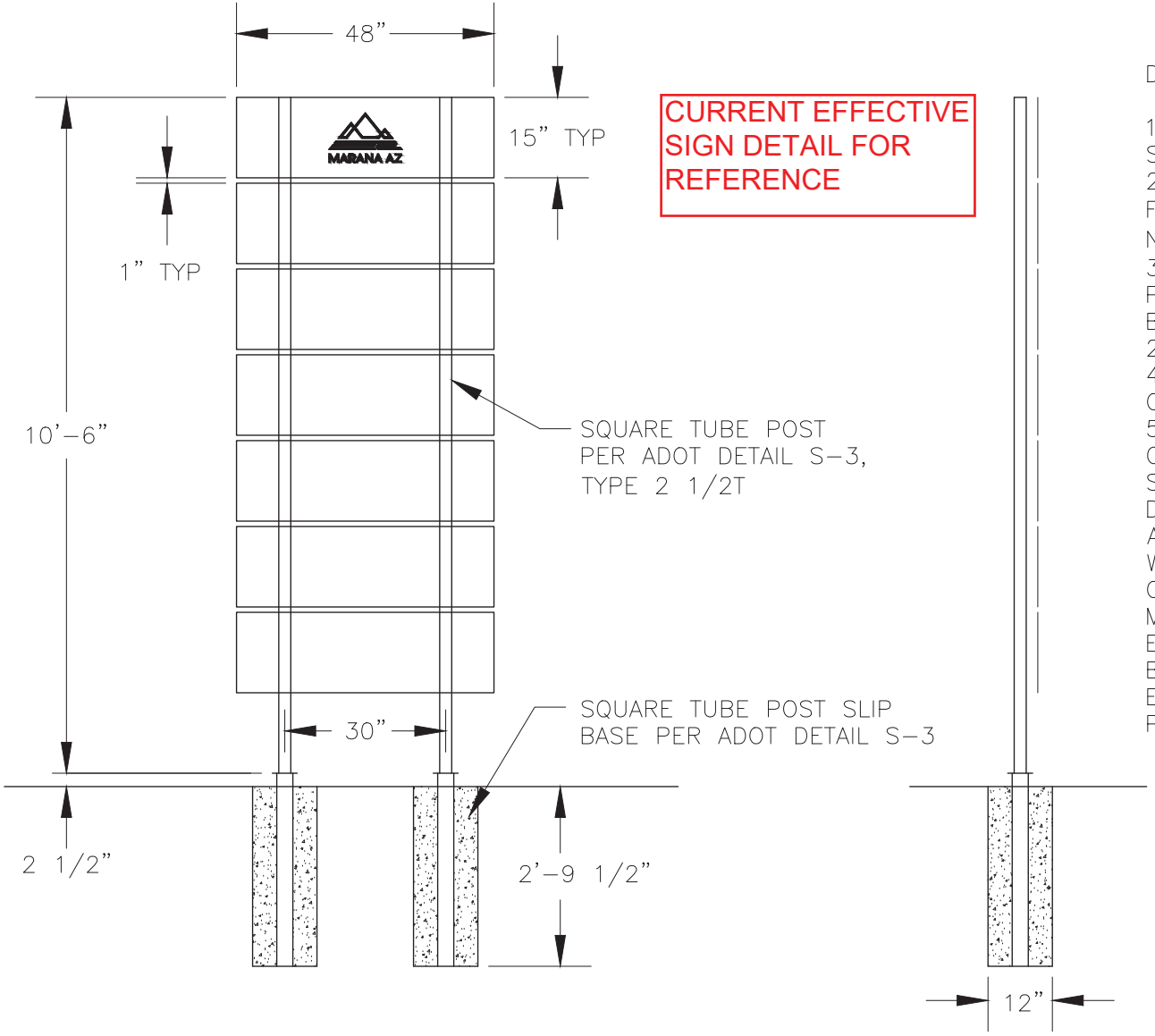
ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney


FAUX COLUMNS
9'
2 1/2"
6"
48"
2" CROWN
15"
1" TYP
9" TYP
12"
45 3/4"
12"
2'-9 1/2"
SQUARE TUBE POST PER ADOT DETAIL S-3, TYPE 2 1/2T
SQUARE TUBE POST SLIP BASE PER ADOT DETAIL S-3
DESIGN NOTES
1. SIGN PLATES ARE 10 GAUGE ALUMINUM SHEETING, SCREENED WITH BUILDER DEFINED LOGO AND COLORS AND STANDARD ARROW IN WHITE OR BLACK DEPENDENT ON BACKGROUND COLOR.
2. FAUX COLUMNS ARE 8 GAUGE ALUMINUM SHEETING, SCREENED IN A CHARCOAL COLOR OF APPROXIMATELY 75% BLACK.
3. CONCRETE STRENGTH, F'c=2500psi (SPECIAL INSPECTION NOT REQUIRED)
4. SOIL BEARING PRESSURE=1500psf, SOIL LATERAL BEARING PRESSURE=100psf PER 2015 IBC TABLE 1806.2
5. GRADE SLOPE AWAY FROM BASE OF POLES.
6. THE SITE DESIGN IS NOT CONSIDERED SUBJECT TO WIND SPEED-UP EFFECT, Kzt≤1.0 AS DEFINED IN SECTION 6.5.7.2 OF ASCE 7-05. ANY SIGN LOCATED WITHIN 125 FEET OF A 25 FOOT OR HIGHER HILL OR ESCARPMENT MAY BE SUBJECT TO SUCH EFFECTS AND SIGN REDESIGN MAY BE REQUIRED. CONTACT THE TOWN ENGINEER IF SUCH CONDITIONS ARE PRESENT.
APPROVED FOR DISTRIBUTION:
Keith E. Brann, P.E.,
Town Engineer
MARANA AZ
STANDARD DETAIL
DETAIL NO:
WAYFINDING SIGN
740-1
DATE: 3/28/2011
REVISED: 2/22/2022
SHEET 1 OF 1
NOT TO SCALE



CURRENT EFFECTIVE SIGN DETAIL FOR REFERENCE

DESIGN NOTES

1. SIGN PLATES ARE ALUMINUM SHEETING, RETROREFLECTIVE
2. CONCRETE STRENGTH, F'c=2500psi (SPECIAL INSPECTION NOT REQUIRED)
3. SOIL BEARING PRESSURE=1500psf, SOIL LATERAL BEARING PRESSURE=100psf PER 2015 IBC TABLE 1806.2
4. GRADE SLOPE AWAY FROM BASE OF POLES.
5. THE SITE DESIGN IS NOT CONSIDERED SUBJECT TO WIND SPEED-UP EFFECT, Kzt≤1.0 AS DEFINED IN SECTION 6.5.7.2 OF ASCE 7-05. ANY SIGN LOCATED WITHIN 125 FEET OF A 25 FOOT OR HIGHER HILL OR ESCARPMENT MAY BE SUBJECT TO SUCH EFFECTS AND SIGN REDESIGN MAY BE REQUIRED. CONTACT THE TOWN ENGINEER IF SUCH CONDITIONS ARE PRESENT.

NOT TO SCALE

APPROVED FOR DISTRIBUTION:

Keith E. Brann, P.E.,
Town Engineer

Registered Professional Engineer (Civil) CERTIFICATE NO. 40845 KEITH EDWARD BRANN Date Signed 8-1-19 ARIZONA, U.S.A.

MARANA AZ

STANDARD DETAIL		DETAIL NO:
WAYFINDING SIGN		740-1
DATE: 3/28/2011	REVISED: 8/1/2019	SHEET 1 OF 1

SUPPLEMENTAL INFORMATION: picture of wayfinding sign test case



Council-Regular Meeting **C3**

Meeting Date: 03/15/2022

To: Mayor and Council

From: Steven Cheslak, Principal Planner

Date: March 15, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-017: Relating to Development; approving a final plat for Gladden Farms Block 34 Lots 1 - 168 & Common Areas "A-1 - A-5" & "B-1 - B-5", located generally west of Clark Farms Boulevard and north and east of Mike Etter Boulevard (Steve Cheslak)

Discussion:

Request
Rick Engineering, on behalf of Meritage Homes of Arizona, Inc., is requesting the approval of a final plat consisting of 168 residential lots and common areas "A-1" - "A-5", and "B-1" - "B-5" on approximately 32.89 acres within the Gladden Farms II development.

Location
The subdivision will be located within Block 34 of the Gladden Farms Amended Final Block Plat for Gladden Farms Blocks 28, 31-34, 37, 38, 42 and 43 (Sequence #20181100137) on the west side of Clark Farms Boulevard and north and east of West Mike Etter Boulevard.

Zoning
The zoning for Block 34 is F - Specific Plan (Gladden Farms II) with a land use designation of Transitional (TR). The TR land use permits single-family detached homes with a minimum lot size of 3,500 square feet. The proposed minimum lot size is 4,176 square feet. The proposed maximum lot size is 7,473 square feet. The proposed average lot size is 5,212 square feet.

Transportation
The subdivision will have entry points from W. Mike Etter Boulevard via N. Maybin Drive, a 60-foot right-of-way, and from N. Clark Farms Boulevard via W. Walton Road, a 42-foot right-of-way. All subdivision internal roads will utilize the Town's standard 42-foot public right-of-way street section.

Recreation, Park Requirements and Trails
Per the Gladden Farms II Specific Plan, 185 square feet of on-site recreation area per single-family detached residence is required. This subdivision requires a minimum of 31,080 square feet of recreation area. Common Area "B-4" provides 33,419 square feet of active recreation area. A multi-use asphalt path will be constructed between adjacent Blocks 33 and 28 as well as in Common Area "B-3", linking all of the subdivisions and parks in the Gladden Farms II development area.

Preliminary Plat
The preliminary plat for Gladden Farms Block 34 was approved by Town Council on May 4, 2021, by adoption of Resolution No. 2021-057.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2022-017, approving a final plat for Gladden Farms Block 34 Lots 1 - 168 & Common Areas "A-1 - A-5" & "B-1 - B-5".

Attachments

Resolution No. 2022-017
Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2022-017

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR GLADDEN FARMS BLOCK 34 LOTS 1 -168 & COMMON AREAS "A-1"–"A-5" & "B-1"–"B-5", LOCATED GENERALLY WEST OF CLARK FARMS BOULEVARD AND NORTH AND EAST OF MIKE ETTER BOULEVARD

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

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

WHEREAS, on May 16, 2007, the Mayor and Town Council adopted Resolution No. 2007-75, approving the final block plat for Gladden Farms Blocks 26 - 43, Book 62, Page 64; and

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

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

WHEREAS, on September 21, 2021, the Mayor and Town Council adopted Ordinance No. 2021.020, approving the third amendment to the Gladden Farms II Specific Plan; and

WHEREAS, on May 4, 2021, the Mayor and Town Council adopted Resolution No. 2021-057, approving a preliminary plat for Gladden Farms Blocks 28 and 34; and

WHEREAS Rick Engineering, on behalf of Meritage Homes, has applied for approval of a final plat for a 168-lot single-family residential home subdivision within Block 34 of the Gladden Farms Blocks 28, 31-34, 37, 38, 42 and 43 block plat, generally located on the west side of Clark Farms Boulevard and north and east of Mike Etter Boulevard; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on March 15, 2022, determined that the Final Plat for Gladden Farms Block 34 should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for Gladden Farms Block 34 Lots 1-168 & Common Areas "A-1"-"A-5" & "B-1"- "B-5" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of March, 2022.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID LINE MONUMENTED BY A FOUND 1 1/2" ALUM CAP STAMPED "11436" AT THE WEST QUARTER AND A FOUND 1/2" REBAR TAGGED "PCHD3" AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING S00°30'03"E.

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 32.89 ACRES: 1,432,559 SQUARE FEET.
2. THE EXISTING ZONING IS SP (SPECIFIC PLAN - GLADDEN FARMS II) PER ORDINANCE NO. 2006.03. THE LAND USE DESIGNATION IS TRANSITIONAL (TR).
3. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 168. THE DENSITY IS 5.10 RAC.
4. MINIMUM ALLOWABLE LOT SIZE IS 3,500 SQUARE FEET FOR RESIDENTIAL PER THE TR LAND USE DESIGNATION.
5. MINIMUM LOT SIZE: 4,176 SF.
   MAXIMUM LOT SIZE: 7,758 SF.
   AVERAGE LOT SIZE: 5,246 SF.
6. MAXIMUM BUILDING HEIGHT: 30 FEET
7. MINIMUM SITE SETBACKS:
   FRONT: 10 FEET
   MAY BE REDUCED TO 5 FEET WITH SIDE LOADED GARAGE*
   FRONT PORCH: 5 FEET*
   FRONT-LOADED GARAGE: 20 FEET
   SIDE-LOADED GARAGE: 5 FEET*
   * MAY NOT ENCROACH INTO THE PUBLIC UTILITY EASEMENT, IF REQUIRED.
   SIDE: 0 FEET
   MUST PROVIDE A 3-FOOT ACCESS EASEMENT ON ADJACENT LOT FOR Z-LOT LINES.
   STREET: 10 FEET
   ACCESSORY STRUCTURES: 5 FEET
   REAR: 10 FEET
   MAY BE REDUCED TO 5 FEET WITH REAR-LOADED GARAGE
   PATIO STRUCTURES: 5 FEET IF OPEN ON 3 SIDES
8. PARKING SPACES REQUIRED: 2 OFF SITE SPACES PER UNIT WITHIN A FULLY ENCLOSED GARAGE = 336 SPACES
   PARKING SPACES PROVIDED: (2 PER GARAGE & 2 PER DRIVEWAY) = 672 SPACES
9. THE TYPE AND AREA OF LAND USE IS AS FOLLOWS:
   COMMON AREA "A" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) IS 0.48 AC, 20,841 SF
   COMMON AREA "B" (RECREATION, LANDSCAPE, UTILITIES DRAINAGE AND GRADING) IS 6.34 AC, 276,194 SF
10. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
11. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
12. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
13. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
15. TOTAL MILES OF NEW PUBLIC STREET IS 1.0.
16. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
17. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.
18. FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE FIRE FLOW REQUIREMENT IS 1,500 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO ARRIVAL OF COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.
19. POTABLE WATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY THE TOWN OF MARANA WATER UTILITY AND NON-POTABLE WATER SHALL BE PROVIDED BY THE CORTARO-MARANA IRRIGATION DISTRICT.
20. AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA FOR THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO AIRCRAFT NOISE AND AIRCRAFT OVERFLIGHT. AVIGATION EASEMENT AND RELEASE RECORDED AT DOCKET 13063, PAGE 4202.

GENERAL NOTES - CONTINUED

21. PER THE GLADDEN II SPECIFIC PLAN SECTION III.L. OPEN SPACE, RECREATION, PARKS AND TRAILS CONCEPT AND SECTION IV.C.5.D DEVELOPMENT STANDARDS - SMALL LOT SINGLE FAMILY DETACHED OF THE TR LAND USE DESIGNATION, THE MINIMUM AREA (IN SQUARE FEET) FOR PRIVATE, COMMON ON-SITE RECREATION AREAS, SHALL BE 185 SQUARE FEET PER SINGLE FAMILY RESIDENCE. THIS PROJECT SHALL REQUIRE 31,080 SQUARE FEET OF DEVELOPED RECREATION AREA. A TOTAL OF 33,419 SQUARE FEET OF DEVELOPED RECREATION AREA IS PROVIDED IN THE BASIN IN COMMON AREA "B-4".
22. INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH THE STATE STATUTES.

SEE SHEET 4 FOR ADDITIONAL NOTES

DEDICATION

I, THE UNDERSIGNED, HEREBY WARRANT THAT I AM 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, OUR SUCCESSORS AND ASSIGNS, DO HEREBY HOLD THE TOWN OF MARANA, ITS EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THESE LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, 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.

COMMON AREAS AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND INVITEES. COMMON AREAS, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 12103 AT PAGE 11266 AND CONSENT TO ANNEXATION OF ADDITIONAL PARCELS RECORDED IN DOCKET 13150, PAGE 7169 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202122-S, AS TRUSTEE ONLY AND NOT OTHERWISE IN ITS CORPORATE CAPACITY.

Diana L Bloom — 01/24/22

TRUST OFFICIAL — DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS.
COUNTY OF PIMA }

NOTARY PUBLIC STATE OF ARIZONA Pima County SABRINA KYLES COMMISSION # 607830 My Commission Expires July 5, 2025

ON THIS 24th DAY OF February, 2022, BEFORE ME PERSONALLY APPEARED Diana L Bloom WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF TITLE SECURITY AGENCY LLC TRUST NO. 202122-S, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

7/5/2025 — MY COMMISSION EXPIRES

BENEFICIARY

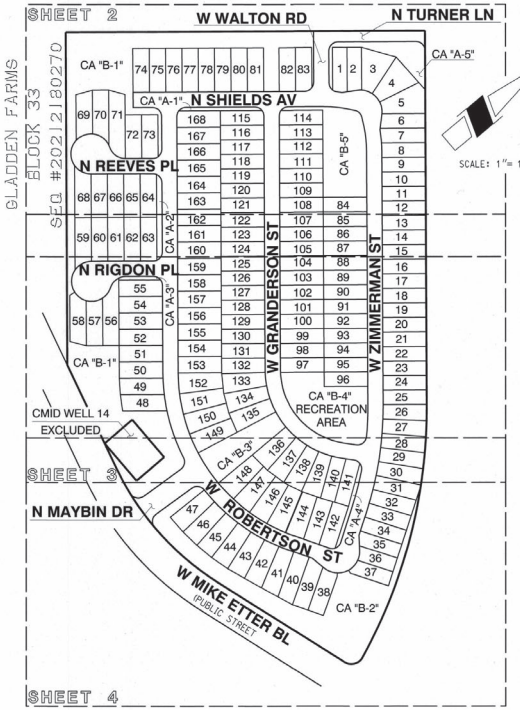
* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE BENEFICIARIES OF TRUST NO. 202122-S, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST ARE:

MERITAGE HOMES OF ARIZONA, INC.
5326 NORTH LA CHOLLA BLVD
TUCSON, ARIZONA 85741
(520) 225-6853

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST FROM TITLE SECURITY AGENCY LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202122-S, FOR LOTS 1-168 AND ASSOCIATED COMMON AREAS AS RECORDED IN SEQ #2022_____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____
TOWN OF MARANA — DATE



1. SEQ #20071020612
2. SEQ #20181100137
3. SEQ #20121740308
4. SEQ #20190530029
5. SEQ #20201810353
6. SEQ #20040110791
7. SEQ #20032160454
8. SEQ #20052030148
9. SEQ #20051970423
10. SEQ #20061300698
11. SEQ #20072170310
12. SEQ #20182500081
13. SEQ #20051750608
14. SEQ #20192910094
15. SEQ #20193310053
16. SEQ #20173130070
17. SEQ #20210360143
18. SEQ #20210780195
19. SEQ #20211550210
20. SEQ #20212180270
21. SEQ #20213010090

THIS PROJECT

SCALE: 3" = 1 MILE



LOCATION MAP

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

SHEET INDEX

1 COVER SHEET
2-4 PLAT SHEETS
5 TABLES

LEGEND

SYMBOL	ITEM
▲	BOUNDARY MONUMENT NOT SET DUE TO ONGOING CONSTRUCTION
○	FOUND SURVEY MONUMENT, AS NOTED
•	LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE 22)
⊞	2" BRASS CAP SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION CONSTRUCTION
✳	DRIVEWAY ORIENTATION ON LOTS
SVT	SIGHT VISIBILITY TRIANGLE
14 ◇ 13	QUARTER SECTION CORNER
23	LOT NUMBER
———	EXIST R/W
———	SECTION LINE
———	SUBDIVISION BOUNDARY
———	LOT LINE
———	CENTERLINE
———	EASEMENT BOUNDARY

ADMINISTRATIVE ADDRESS

10332 WEST MIKE ETTER BOULEVARD, MARANA, ARIZONA 85653

RECORDING

SEQ: #2022_____

FEE: _____

STATE OF ARIZONA } SS.
COUNTY OF PIMA }

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 1/21/22 ARIZONA U.S.A.

TOWN OF MARANA APPROVALS

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

MARANA PLANNING MANAGER — 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 _____, 2022.

CLERK OF THE TOWN OF MARANA — DATE

ASSURED WATER SUPPLY

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

MARANA WATER DIRECTOR — DATE

FINAL PLAT FOR

GLADDEN FARMS BLOCK 34

LOTS 1 - 168 & COMMON AREAS "A-1"-"A-5" & "B-1"-"B-5"

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

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

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2101-002 PRV2108-007

SHEET 1 OF 5

SEQUENCE #2022

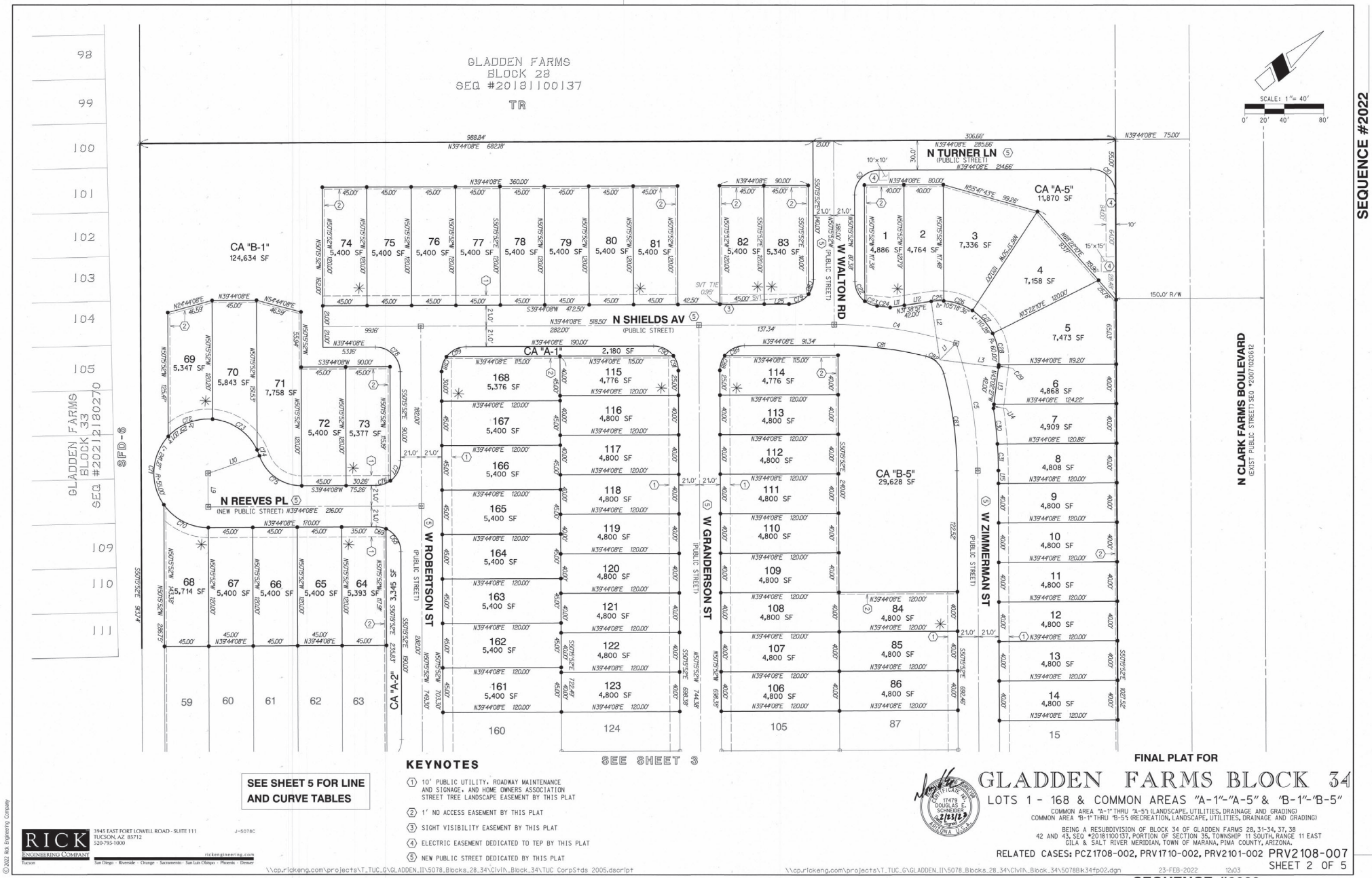
RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
rickengineering.com
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J-5078C

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KEYNOTES

1. 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOME OWNERS ASSOCIATION STREET TREE LANDSCAPE EASEMENT BY THIS PLAT
2. 1' NO ACCESS EASEMENT BY THIS PLAT
3. SIGHT VISIBILITY EASEMENT BY THIS PLAT
4. ELECTRIC EASEMENT DEDICATED TO TEP BY THIS PLAT
5. NEW PUBLIC STREET DEDICATED BY THIS PLAT

FINAL PLAT FOR

GLADDEN FARMS BLOCK 34

LOTS 1 - 168 & COMMON AREAS "A-1"-"A-5" & "B-1"-"B-5"

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

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

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2101-002 PRV2108-007

SHEET 2 OF 5

CERTIFICATE NO. 17479 DOUGLAS E. SCHNEIDER 2/23/22 REGISTERED LAND SURVEYOR ARIZONA, U.S.A.

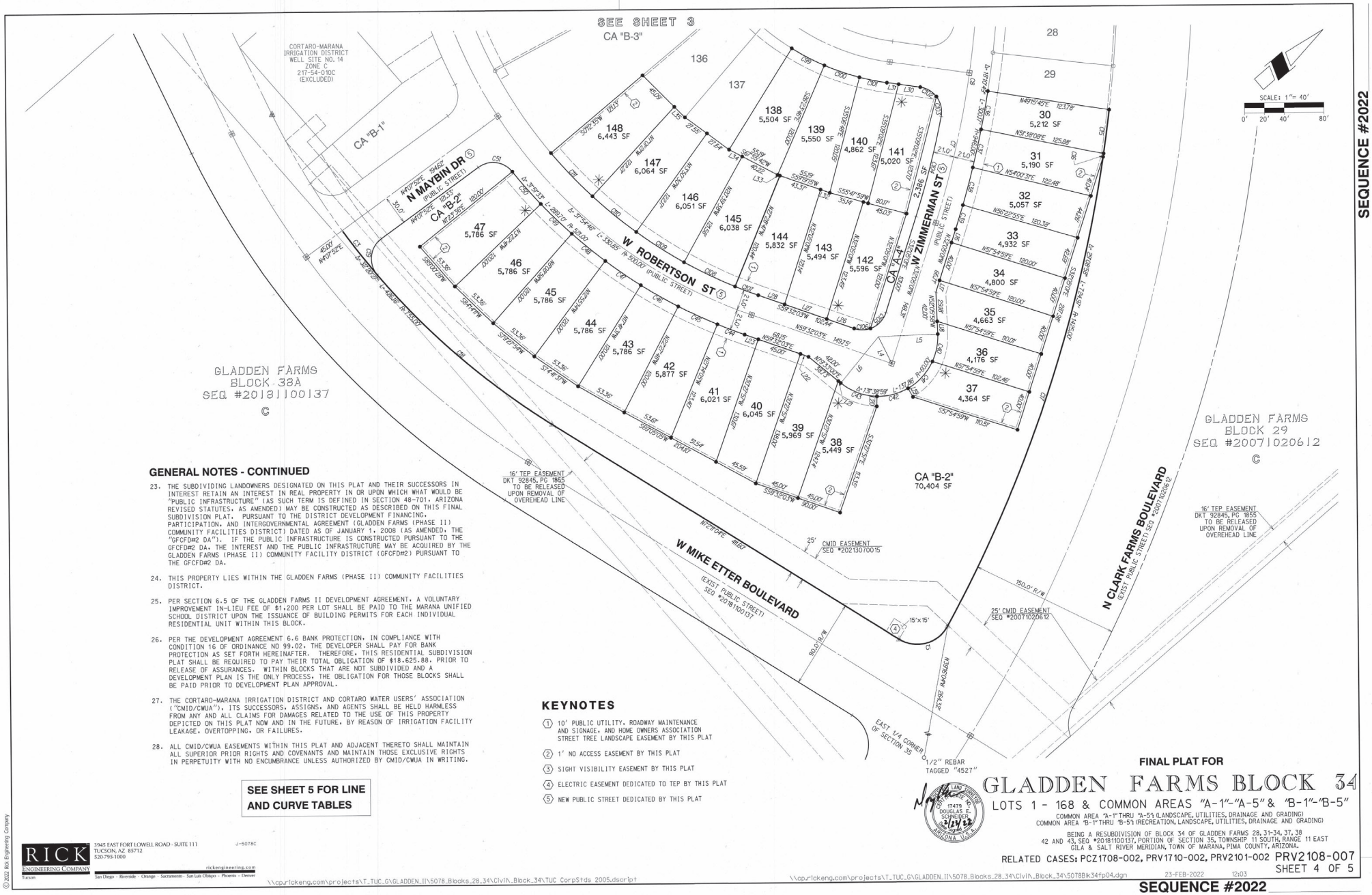
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SEQUENCE #2022


SEE SHEET 2
GLADDEN FARMS
BLOCK 33
SEQ #20212180270
SFD-6
CA "B-1"
N RIGDON PL
(NEW PUBLIC STREET)
CA "A-3" 1,060 SF
CA "A-2"
W ROBERTSON ST
(PUBLIC STREET)
W GRANDERSON ST
(PUBLIC STREET)
W ZIMMERMAN ST
(PUBLIC STREET)
N CLARK FARMS BOULEVARD
(EXIST PUBLIC STREET) SEQ #20071020612
W MIKE ETTER BOULEVARD
(EXIST PUBLIC STREET) SEQ #20181100137
N MAYBIN DR
(PUBLIC STREET)
CA "B-1"
124,634 SF
CA "B-2"
CA "B-3"
18,109 SF
CA "B-4"
RECREATION AREA
33,419 SF
CORTARO-MARANA
IRRIGATION DISTRICT
WELL SITE NO. 14
ZONE C
217-54-10C
(EXCLUDED)
TEP EASEMENT
SEQ #20181100137
CMID EASEMENT
SEQ #20213070015
21' CMID ACCESS
EASEMENT BY
THIS PLAT
16' TEP EASEMENT
DKT 9284, PG 1855
TO BE RELEASED
UPON REMOVAL OF
OVERHEAD LINE
150.0' R/W
90.0' R/W
SCALE: 1"= 40'
0' 20' 40' 80'
SEQUENCE #2022
KEYNOTES
1 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOME OWNERS ASSOCIATION STREET TREE LANDSCAPE EASEMENT BY THIS PLAT
2 1' NO ACCESS EASEMENT BY THIS PLAT
3 SIGHT VISIBILITY EASEMENT BY THIS PLAT
4 ELECTRIC EASEMENT DEDICATED TO TEP BY THIS PLAT
5 NEW PUBLIC STREET DEDICATED BY THIS PLAT
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEET 4
FINAL PLAT FOR
GLADDEN FARMS BLOCK 34
LOTS 1 - 168 & COMMON AREAS "A-1"-"A-5" & "B-1"-"B-5"
COMMON AREA "A-1" THRU "A-5" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
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RELATED CASES: PCZ1708-002, PRV1710-002, PRV2101-002 PRV2108-007
SHEET 3 OF 5
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SEQUENCE #2022



GENERAL NOTES - CONTINUED

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

24. THIS PROPERTY LIES WITHIN THE GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT.

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

26. PER THE DEVELOPMENT AGREEMENT 6.6 BANK PROTECTION, IN COMPLIANCE WITH CONDITION 16 OF ORDINANCE NO 99.02, THE DEVELOPER SHALL PAY FOR BANK PROTECTION AS SET FORTH HEREINAFTER. THEREFORE, THIS RESIDENTIAL SUBDIVISION PLAT SHALL BE REQUIRED TO PAY THEIR TOTAL OBLIGATION OF $18,625.88 PRIOR TO RELEASE OF ASSURANCES. WITHIN BLOCKS THAT ARE NOT SUBDIVIDED AND A DEVELOPMENT PLAN IS THE ONLY PROCESS, THE OBLIGATION FOR THOSE BLOCKS SHALL BE PAID PRIOR TO DEVELOPMENT PLAN APPROVAL.

27. THE CORTARO-MARANA IRRIGATION DISTRICT AND CORTARO WATER USERS' ASSOCIATION ("CMID/CWUA"), ITS SUCCESSORS, ASSIGNS, AND AGENTS SHALL BE HELD HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THIS PROPERTY DEPICTED ON THIS PLAT NOW AND IN THE FUTURE, BY REASON OF IRRIGATION FACILITY LEAKAGE, OVERTOPPING, OR FAILURES.

28. ALL CMID/CWUA EASEMENTS WITHIN THIS PLAT AND ADJACENT THERETO SHALL MAINTAIN ALL SUPERIOR PRIOR RIGHTS AND COVENANTS AND MAINTAIN THOSE EXCLUSIVE RIGHTS IN PERPETUITY WITH NO ENCUMBRANCE UNLESS AUTHORIZED BY CMID/CWUA IN WRITING.

SEE SHEET 5 FOR LINE AND CURVE TABLES

KEYNOTES

1. 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOME OWNERS ASSOCIATION STREET TREE LANDSCAPE EASEMENT BY THIS PLAT
2. 1' NO ACCESS EASEMENT BY THIS PLAT
3. SIGHT VISIBILITY EASEMENT BY THIS PLAT
4. ELECTRIC EASEMENT DEDICATED TO TEP BY THIS PLAT
5. NEW PUBLIC STREET DEDICATED BY THIS PLAT

FINAL PLAT FOR

GLADDEN FARMS BLOCK 34

LOTS 1 - 168 & COMMON AREAS "A-1"-"A-5" & "B-1"-"B-5"

COMMON AREA "A-1" THRU "A-5" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
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BEING A RESUBDIVISION OF BLOCK 34 OF GLADDEN FARMS 28, 31-34, 37, 38 42 AND 43, SEQ #20181100137, PORTION OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2101-002 PRV2108-007

SHEET 4 OF 5

17479 DOUGLAS F. SCHNEIDER 2-28-22 REGISTERED LAND SURVEYOR ARIZONA U.S.A.

RICK ENGINEERING COMPANY Tucson
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SEQUENCE #2022

CURVE TABLE

CURVE	#	LENGTH	RADIUS	DELTA
C1		56.99'	35.00'	93°17'58"
C2		56.94'	755.00'	4°19'15"
C3		56.94'	755.00'	4°19'15"
C4		125.33'	400.00'	17°57'08"
C5		131.35'	400.00'	18°48'54"
C6		138.54'	925.00'	8°34'53"
C7		154.98'	925.00'	9°35'58"
C8		293.52'	925.00'	18°10'51"
C9		39.27'	25.00'	90°00'00"
C10		39.27'	25.00'	90°00'00"
C11		44.22'	1425.00'	1°46'40"
C12		44.18'	1425.00'	1°46'35"
C13		44.23'	1425.00'	1°46'42"
C14		44.31'	1425.00'	1°46'53"
C15		44.40'	1425.00'	1°47'07"
C16		3.46'	1425.00'	0°08'20"
C17		500.18'	1425.00'	20°06'39"
C18		232.26'	755.00'	17°37'33"
C19		41.16'	25.00'	94°19'15"
C20		41.16'	25.00'	94°19'15"
C21		80.03'	755.00'	6°04'24"
C22		23.18'	25.00'	53°07'48"
C23		13.50'	25.00'	30°57'00"
C24		13.34'	421.00'	1°48'56"
C25		12.78'	60.00'	12°12'24"
C26		30.91'	60.00'	29°30'50"
C27		31.42'	60.00'	30°00'00"
C28		32.81'	60.00'	31°19'50"
C29		2.37'	60.00'	2°15'32"
C30		36.20'	421.00'	4°55'36"
C31		26.98'	421.00'	3°40'19"
C32		39.17'	946.00'	2°22'21"
C33		39.18'	946.00'	2°22'23"
C34		39.18'	946.00'	2°22'23"
C35		39.18'	946.00'	2°22'23"
C36		39.18'	946.00'	2°22'23"
C37		39.18'	946.00'	2°22'23"
C38		39.18'	946.00'	2°22'23"
C39		25.34'	946.00'	1°32'04"
C40		28.40'	60.00'	27°07'05"
C41		37.22'	60.00'	35°32'20"
C42		32.65'	60.00'	31°10'50"
C43		39.60'	60.00'	37°48'43"
C44		29.38'	521.00'	3°13'52"
C45		43.39'	521.00'	4°46'17"
C46		43.39'	521.00'	4°46'17"
C47		43.39'	521.00'	4°46'17"
C48		43.39'	521.00'	4°46'17"

CURVE TABLE

CURVE	#	LENGTH	RADIUS	DELTA
C49		43.39'	521.00'	4°46'17"
C50		43.39'	521.00'	4°46'17"
C51		38.08'	25.00'	87°15'44"
C52		35.41'	25.00'	81°09'31"
C53		136.92'	521.00'	15°03'28"
C54		45.60'	521.00'	5°00'53"
C55		45.14'	521.00'	4°57'49"
C56		15.70'	521.00'	1°43'36"
C57		16.09'	25.00'	36°52'12"
C58		23.18'	25.00'	53°07'48"
C59		20.44'	45.00'	26°01'17"
C60		35.59'	45.00'	45°18'57"
C61		36.75'	55.00'	38°16'53"
C62		46.92'	55.00'	48°52'56"
C63		40.29'	55.00'	41°58'09"
C64		64.60'	55.00'	67°18'04"
C65		52.70'	55.00'	54°54'12"
C66		10.29'	25.00'	23°34'41"
C67		28.98'	25.00'	66°25'19"
C68		28.98'	25.00'	66°25'19"
C69		10.29'	25.00'	23°34'41"
C70		52.70'	55.00'	54°54'12"
C71		74.92'	55.00'	78°02'43"
C72		49.91'	55.00'	51°59'51"
C73		57.40'	55.00'	59°47'46"
C74		6.33'	55.00'	6°35'42"
C75		56.03'	45.00'	71°20'13"
C76		15.77'	25.00'	36°08'01"
C77		23.50'	25.00'	53°51'59"
C78		39.27'	25.00'	90°00'00"
C79		23.18'	25.00'	53°07'48"
C80		16.09'	25.00'	36°52'12"
C81		93.64'	379.00'	14°09'20"
C82		26.54'	25.00'	60°49'34"
C83		99.34'	379.00'	15°01'06"
C84		88.07'	904.00'	5°34'54"
C85		40.58'	25.00'	92°59'59"
C86		283.27'	204.00'	79°33'33"
C87		6.62'	204.00'	1°51'34"
C88		16.09'	25.00'	36°52'12"
C89		23.18'	25.00'	53°07'48"
C90		23.18'	25.00'	53°07'48"
C91		16.09'	25.00'	36°52'12"
C92		6.12'	246.00'	1°25'33"
C93		37.13'	246.00'	8°38'55"
C94		37.13'	246.00'	8°38'55"
C95		38.96'	246.00'	9°04'26"
C96		49.70'	246.00'	11°34'30"

CURVE TABLE

CURVE	#	LENGTH	RADIUS	DELTA
C97		40.63'	246.00'	9°27'43"
C98		37.13'	246.00'	8°38'55"
C99		37.13'	246.00'	8°38'55"
C100		37.43'	246.00'	8°43'02"
C101		28.21'	246.00'	6°34'11"
C102		19.43'	25.00'	44°31'40"
C103		21.15'	25.00'	48°28'19"
C104		104.13'	904.00'	6°35'59"
C105		23.18'	25.00'	53°07'48"
C106		16.79'	25.00'	38°29'15"
C107		24.97'	479.00'	2°59'10"
C108		57.01'	479.00'	6°49'08"
C109		57.01'	479.00'	6°49'08"
C110		57.01'	479.00'	6°49'08"
C111		60.46'	479.00'	7°13'56"
C112		100.25'	479.00'	11°59'28"
C113		57.01'	479.00'	6°49'08"
C114		57.01'	479.00'	6°49'08"
C115		57.01'	479.00'	6°49'08"
C116		57.47'	479.00'	6°52'28"
C117		1.70'	479.00'	0°12'12"
C118		16.09'	25.00'	36°52'12"
C119		23.18'	25.00'	53°07'48"
C120		0.58'	946.00'	0°02'06"

LINE TABLE

LINE	#	LENGTH	DIRECTION
L1		23.66'	N05°41'45"W
L2		60.00'	N58°21'03"W
L3		60.00'	N46°57'33"E
L4		30.13'	N76°16'29"W
L5		60.00'	N37°54'02"E
L6		60.00'	N10°27'00"W
L7		34.00'	N50°15'52"W
L8		55.00'	N58°23'54"E
L9		34.00'	N50°15'52"W
L10		55.00'	N21°04'21"E
L11		14.48'	S31°38'57"W
L12		27.52'	S31°38'57"W
L13		37.95'	N43°02'27"W
L14		4.05'	N43°02'27"W
L15		13.04'	N50°15'52"W
L16		14.13'	N32°05'01"W
L17		12.58'	N32°05'01"W
L18		12.82'	N52°05'58"W
L19		10.00'	N79°26'33"W
L20		10.00'	S48°15'43"E
L21		3.27'	N79°33'00"E
L22		8.61'	N59°32'03"E
L23		14.55'	N59°32'03"E
L24		15.91'	N07°31'53"E
L25		25.00'	S39°44'08"W
L26		29.31'	S59°32'03"W
L27		45.02'	S59°32'03"W
L28		28.11'	S59°32'03"W
L29		5.44'	N50°15'52"W
L30		21.99'	N48°19'01"E
L31		11.93'	N48°19'01"E
L56		38.73'	N79°33'00"E

SIGHT VIEW LINE TABLE

LINE	#	LENGTH	DIRECTION
SV1		88.52'	N35°13'29"E
SV2		97.34'	N54°46'42"W

SEQUENCE #2022

FINAL PLAT FOR

GLADDEN FARMS BLOCK 34

LOTS 1 - 168 & COMMON AREAS "A-1"-"A-5" & "B-1"-"B-5"

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

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

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2101-002 PRV2108-007

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 17479 — DOUGLAS E. SCHNEIDER — 12-23-21 — ARIZONA U.S.A.

SHEET 5 OF 5

23-FEB-2022 12:03

SEQUENCE #2022

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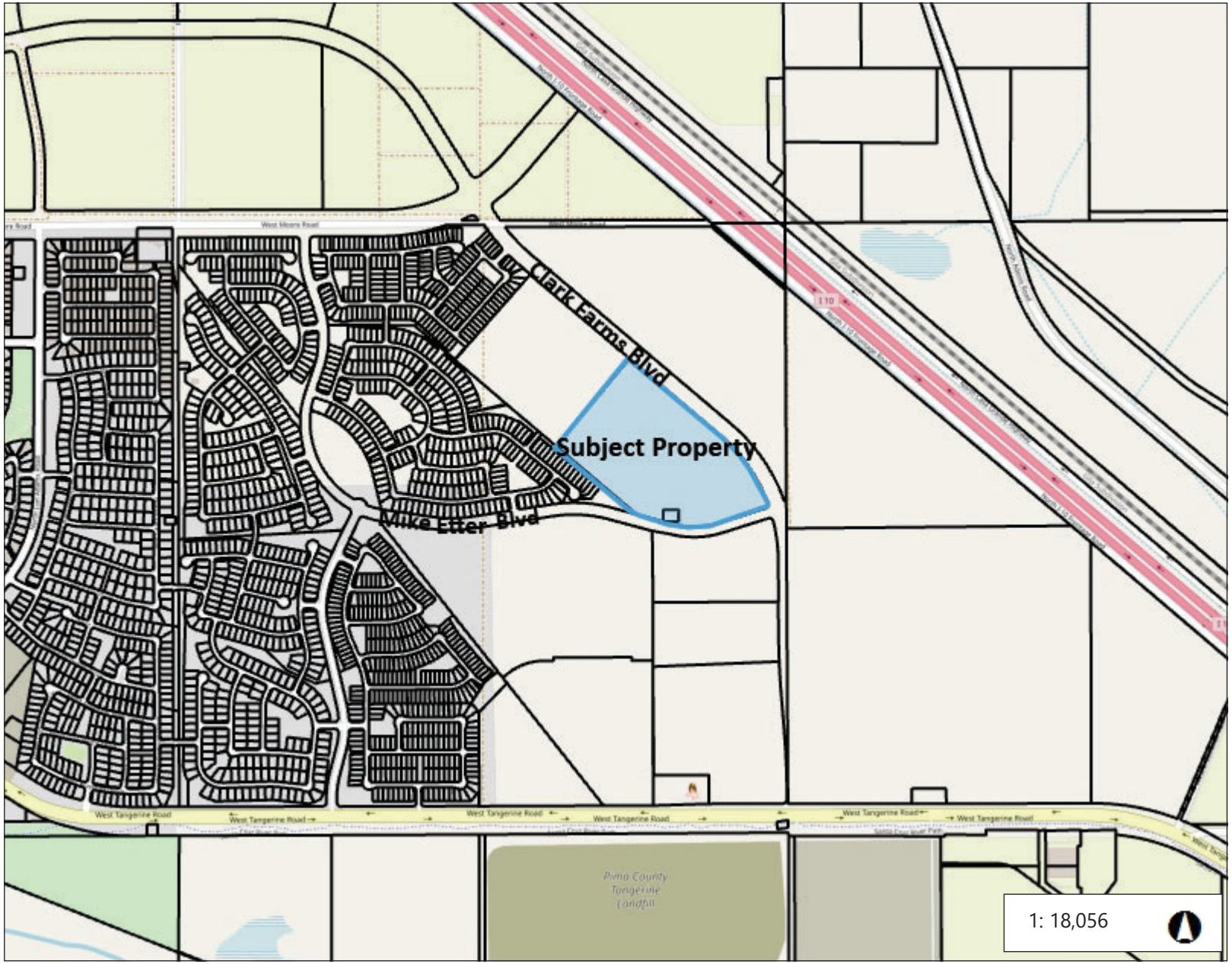
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Town of Marana Planning

Location Map





Legend

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

Notes

Gladden Farms II Block 34 Final Plat

0.6 0 0.28 0.6 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Gladden Farms Block 34 Final Plat			
Description of Project: Detached Single Family Residential Subdivision			Number of Lots: 168
Parcel No.(s): 217-54-3400			Gross Area (Acres): 32.89
Project Address: 10332 West Mike Etter Bl			
Ref. Project No.: PRV2101-002			

CONTACT INFORMATION

Owner: Title Security Agency LLC Trust No. 202122-S	Contact Name: Lisa Hoskin		
Address: 5336 North La Cholla Blvd	City: Tucson	State: AZ	Zip: 85741
Email: Lisa.Hoskin@meritagehomes.com	Phone No.: (520) 225-6853		
Applicant: Rick Engineering Company, Inc.	Contact Name: Steven Vasquez		
Address: 3945 East Fort Lowell Rd., Suite 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. Fort Lowell Rd., Suite 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	8/19/2021
Applicant Name (PRINT)	Signature	Date

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

Revision Date 03/29/2019

Council-Regular Meeting **C4**

Meeting Date: 03/15/2022

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: March 15, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-018: Relating to Development; approving a final plat for Breakers 40, Lots 1-16, Block 1, and Common Area "A" (Private Street, Utilities, and Drainage) and Common Areas "B1", "B2" and "B3" (Landscaping, Drainage, and Utilities) located east of Interstate 10, south of Tangerine Road and west of Marana Tech Drive within Section 5, Township 12 South and Range 12 East (Brian D. Varney)

Discussion:

Request
Cypress Civil Development, on behalf of the property owner, MC Tangerine Property LLC, has applied for approval of a final plat consisting of 16 industrial lots, one block, and Common Area "A" (Private Street, Utilities, and Drainage) and Common Areas "B1", "B2" and "B3" (Landscaping, Drainage and Utilities) on approximately 39 acres of land located east of Interstate 10, south of Tangerine Road, and west of Marana Tech Drive.

Zoning
The zoning of the property is Heavy Industrial (HI). The Town Council adopted Ordinance No. 2021.001 on February 16, 2021 changing the zoning from Zone C - Large Lot Zone to Heavy Industrial (HI).

Land Use
The final plat proposes 16 industrial lots, each one acre in size, and one 19.54 acre block. A private street is proposed (Common Area "A") to provide access to the 16

industrial lots. Common Areas "B1", "B2" and "B3" will accommodate the site drainage and retention as well as landscaping for the southern half of the site. Lots 1-16 will be developed as individual contractor yards providing space for business owners to locate an office, vehicles, or equipment, as well as for certain material storage. Block 1 is anticipated to be developed as a separate phase and is planned for indoor self-storage as well as indoor and outdoor recreational vehicle storage.

Staff has recently approved both a preliminary plat and a development plan package for Breakers 40.

Access and Traffic Circulation
The subdivision will be directly accessed from two points of ingress/egress off of Marana Tech Drive. A new private drive will provide access to Lots 1-16, and a second access will be provided with the future development of Block 1. Marana Tech Drive will be improved with this project in accordance with Town standards.

Infrastructure and Utilities
The subdivision will be served by Marana Water. Wastewater service will be provided by private on-site septic systems. The project lies within the service areas of Northwest Fire, TRICO, Southwest Gas, and Century Link.

Staff Recommendation:

Staff has reviewed the proposed final plat against the requirements of rezoning Ordinance No. 2021.001, the Marana Town Code, and the Marana General Plan. The final plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2022-018, approving the final plat for Breakers 40, Lots 1-16, Block 1, and Common Area "A" (Private Street, Utilities, and Drainage) and Common Areas "B1", "B2" and "B3" (Landscaping, Drainage, and Utilities).

Attachments

Resolution No. 2022-018
Breakers 40 Final Plat
PRV2108-006 Breakers 40 Map
PRV2108-006 Breakers 40 App

MARANA RESOLUTION NO. 2022-018

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR BREAKERS 40, LOTS 1-16, BLOCK 1, AND COMMON AREA "A" (PRIVATE STREET, UTILITIES, AND DRAINAGE) AND COMMON AREAS "B1", "B2" AND "B3" (LANDSCAPING, DRAINAGE, AND UTILITIES) LOCATED EAST OF INTERSTATE 10, SOUTH OF TANGERINE ROAD AND WEST OF MARANA TECH DRIVE WITHIN SECTION 5, TOWNSHIP 12 SOUTH AND RANGE 12 EAST

WHEREAS, on February 16, 2021, the Mayor and Town Council adopted Ordinance No. 2021.001, approving a rezoning of approximately 40 acres of land located east of Interstate 10, south of Tangerine Road, and west of Marana Tech Drive (formerly Breakers Road) from Zone C – Large Lot Zone to Heavy Industry (HI); and

WHEREAS, the preliminary plat for Breakers 40, Lots 1-16, Block 1, Common Area "A" (Private Street, Utilities and Drainage), and Common Areas "B1", "B2", and "B3" (Landscaping, Drainage, and Utilities) was approved on February 22, 2022; and,

WHEREAS Cypress Civil Development, representing the property owner, MC Tangerine Property LLC, has applied for approval of a final plat for Breakers 40, Lots 1-16, Block 1, Common Area "A" (Private Street, Utilities and Drainage), and Common Areas "B1", "B2", and "B3" (Landscaping, Drainage, and Utilities) located east of Interstate 10, south of Tangerine Road, and west of Marana Tech Drive; and

WHEREAS the Mayor and Town Council, at its March 15, 2022 meeting, determined that the final plat for Breakers 40 should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for Breakers 40, Lots 1-16, Block 1, Common Area "A" (Private Street, Utilities and Drainage), and Common Areas "B1", "B2", and "B3" (Landscaping, Drainage, and Utilities) is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of March, 2022.

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 **39.07** ACRES (**1,701,803** SQUARE FEET).
2. THE EXISTING ZONING IS **HI "HEAVY INDUSTRIAL"**, ESTABLISHED BY TOWN OF MARANA ORDINANCE NO. 2021.001.
3. THE TOTAL NUMBER OF LOTS IS **17** (INCLUDING BLOCK 1).
4. THE MINIMUM REQUIRED LOT AREA IS **0** SF. THE MINIMUM REQUIRED SITE AREA IS 1 ACRE.
5. THE MINIMUM LOT AREA PROVIDED **43,624.53** SF.
   THE AVERAGE LOT AREA PROVIDED IS **100,106.06** SF.
   THE MAXIMUM LOT AREA PROVIDED IS **850,973.63** SF.
6. THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS **55'**.
7. REQUIRED BUILDING SETBACKS PER TOWN OF MARANA CODE, CHAPTER 17.4:

FRONT	20' (ABUTTING A NON-RESIDENTIAL STREET)
SIDE (NORTH LOTS)	30' (OR H*, WHICHEVER IS GREATER, WHERE ABUTTING RESIDENTIAL ZONING) 15' (ALL OTHER SITUATIONS)
SIDE (SOUTH LOTS)	30' (OR H*, WHICHEVER IS GREATER, WHERE ABUTTING RESIDENTIAL ZONING)
REAR	30' (OR H*, WHICHEVER IS GREATER, WHERE ABUTTING RESIDENTIAL ZONING) 15' (ALL OTHER SITUATIONS)

*H = BUILDING HEIGHT

8. PARKING REQUIREMENTS: PER T.O.M. DEVELOPMENT CODE, TO BE DETERMINED AT TIME OF INDIVIDUAL LOT DEVELOPMENT PLANS.
9. LAND USE BREAKDOWN

CONTRACTOR YARDS	= 699,865.72 SF (16.07 AC)
SELF STORAGE & OFFICE	= 850,973.62 SF (19.54 AC)
COMMON AREAS	= 150,963.42 SF (3.46 AC)

10. THE BASIS OF BEARINGS FOR THIS PROJECT IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SECTION 5, T. 12 S., R. 12 E., G.&S.R.M., PIMA COUNTY ARIZONA. AS SHOWN ON AN UNRECORDED SURVEY BY BRUCE SMALL SURVEY, INC. THE BEARING OF SAID LINE IS **N 89°51'16" E**.
11. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
12. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
13. 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.
14. 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.
15. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
16. 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.
17. TOTAL MILES OF NEW PRIVATE STREET IS **0.2 MILES**.
18. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, HARDSCAPE, SIGNAGE, MONUMENTS, WALLS, AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
19. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SECTION 45-576.
20. THIS PROJECT IS IN A SPECIAL FEMA FLOODPLAIN ZONE "AO-1" PER FEMA MAP #04019C1045L, DATED JUNE 16, 2011.
21. LOTS 1 THROUGH 16 WILL BE SUBJECT TO LOT-SPECIFIC PRIVATE PAVING, GRADING, AND DRAINAGE PLANS TO BE REVIEWED AND APPROVED SEPARATELY BY THE TOWN OF MARANA.
22. LOTS 1 THROUGH 16 SHALL REQUIRE A LOT-SPECIFIC SEPTIC SYSTEM WHICH WILL REQUIRE THE NECESSARY JURISDICTIONAL APPROVALS AND PERMITS.
23. LOTS 1 THROUGH 16 SHALL REQUIRE A FLOODPLAIN USE PERMIT FROM THE TOWN OF MARANA.
24. LOTS 1 THROUGH 16 SHALL REQUIRE AN ELEVATION CERTIFICATE FOR ANY OCCUPIABLE STRUCTURE.
25. LOTS 1 THROUGH 16 SHALL REQUIRE A LOT-SPECIFIC STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
26. 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 ARIZONA STATE MUSEUM SHALL BE NOTIFIED AT (520) 621-4795 IMMEDIATELY PURSUANT TO A.R.S. §41-865 AND §41-844.

TOWN OF MARANA APPROVALS

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

_____ _____
MARANA PLANNING MANAGER — DATE

TOWN OF MARANA CERTIFICATION

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

BY: _____ _____
CLERK OF THE TOWN OF MARANA — DATE

ASSURED WATER SUPPLY

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

BY: _____ _____
MARANA WATER DIRECTOR — DATE

ASSURANCES

ASSURANCES IN THE FORM OF PERFORMANCE BOND FROM CREST INSURANCE IN THE AMOUNT OF $632,782.97 HAS BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____ _____
TOWN OF MARANA — DATE

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.

JOHN D. REYES - RLS NO. 41603

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 41603 — JOHN DAVID REYES — 2021 — ARIZONA, U.S.A.

CERTIFICATION OF ENGINEER

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

KEVIN M. HALL - PE NO. 37624

Registered Professional Engineer — CERTIFICATE NO. 37624 — KEVIN M HALL — 06-30-22 — ARIZONA, U.S.A.

DEDICATION

WE THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ALLEYS, AND DRAINAGEWAYS, AND EASEMENTS, INCLUDING NO VEHICULAR ACCESS EASEMENTS. 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. NO VEHICULAR ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

PRIVATE DRAINAGEWAYS AND COMMON AREA AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISIONS AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREA SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NUMBER _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS, PRIVATE LANDSCAPE AND DRAINAGE EASEMENTS, AND COMMON AREA WITHIN THIS SUBDIVISION.

MC TANGERINE PROPERTY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: MACAR HOLDINGS LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MEMBER

BY: MARTINEZ REVOCABLE TRUST U/A DATED JANUARY 3, 2019

MARC MARTINEZ, TRUSTEE

ACKNOWLEDGMENTS

STATE OF ARIZONA }
COUNTY OF PIMA } S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2022 BY MARC MARTINEZ, TRUSTEE OF MARTINEZ REVOCABLE TRUST U/A, DATED JANUARY 3, 2019, MEMBER OF MACAR HOLDINGS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MEMBER OF MC TANGERINE PROPERTIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF MC TANGERINE PROPERTIES, LLC.

NOTARY PUBLIC — MY COMMISSION EXPIRES

RECORDING DATA

STATE OF ARIZONA — FEE: _____
COUNTY OF PIMA — NO. _____

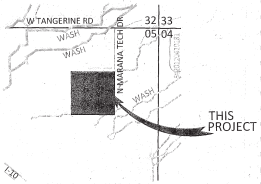
THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF MC TANGERINE PROPERTY, LLC ON THIS _____ DAY OF _____, 20__, AT SEQUENCE NO. _____ OF MAPS AND PLATS.

GABRIELLA CASARES-KELLY
PIMA COUNTY RECORDER

BY: _____
DEPUTY FOR PIMA COUNTY RECORDER

LEGEND

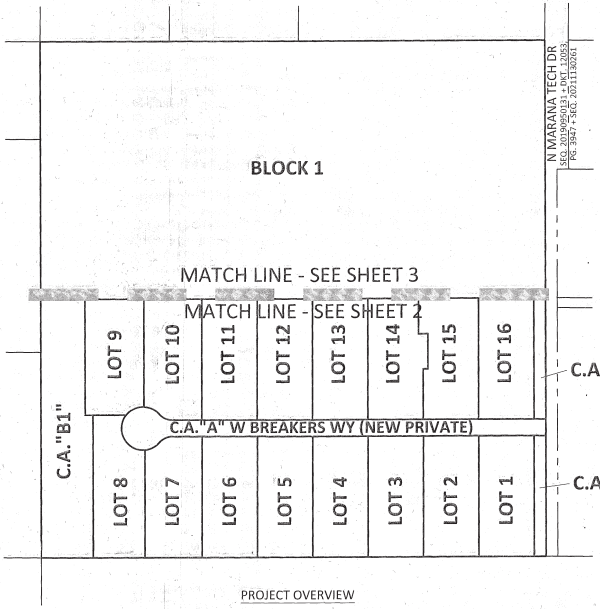
EXISTING	PROPOSED	
		SUBJECT PROPERTY BOUNDARY
		RIGHT-OF-WAY
		OTHER PARCEL LINE
		ROADWAY CENTERLINE
		SECTION LINE
		EASEMENT
		BUFFERYARD
○	●	SURVEY MONUMENT
	⊠	RIGHT-OF-WAY MONUMENT
R.O.W.		RIGHT-OF-WAY
FND		FOUND
SF		SQUARE FEET
AC		ACRES



IN THE SW ¼ OF THE NE ¼ OF SECTION 05, T. 12 S., R. 12 E., G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

LOCATION MAP — NORTH — 3" = 1 MILE

SCALE: 1"=150'



PROJECT OVERVIEW

SHEET INDEX

1. COVER SHEET
2. PLAT MAP (SOUTH)
3. PLAT MAP (NORTH)

OWNER

MC TANGERINE PROPERTY LLC
PO BOX 89339
TUCSON, ARIZONA 85752
CONTACT: MARC MARTINEZ
PHONE: (520) 760-1567

ADMINISTRATIVE ADDRESS

11731 N MARANA TECH DR
MARANA, ARIZONA 85658

CYPRESS PROJECT NO: 20.164

CYPRESS CIVIL

2030 east speedway boulevard
suite #110
tucson, arizona 85719
ph: 520.499.2456
e: info@cypresscivil.com

cover sheet — PRV2108-006
REF: ENG2102-008; PCZ2011-001; DPP2107-002; PRV2108-005

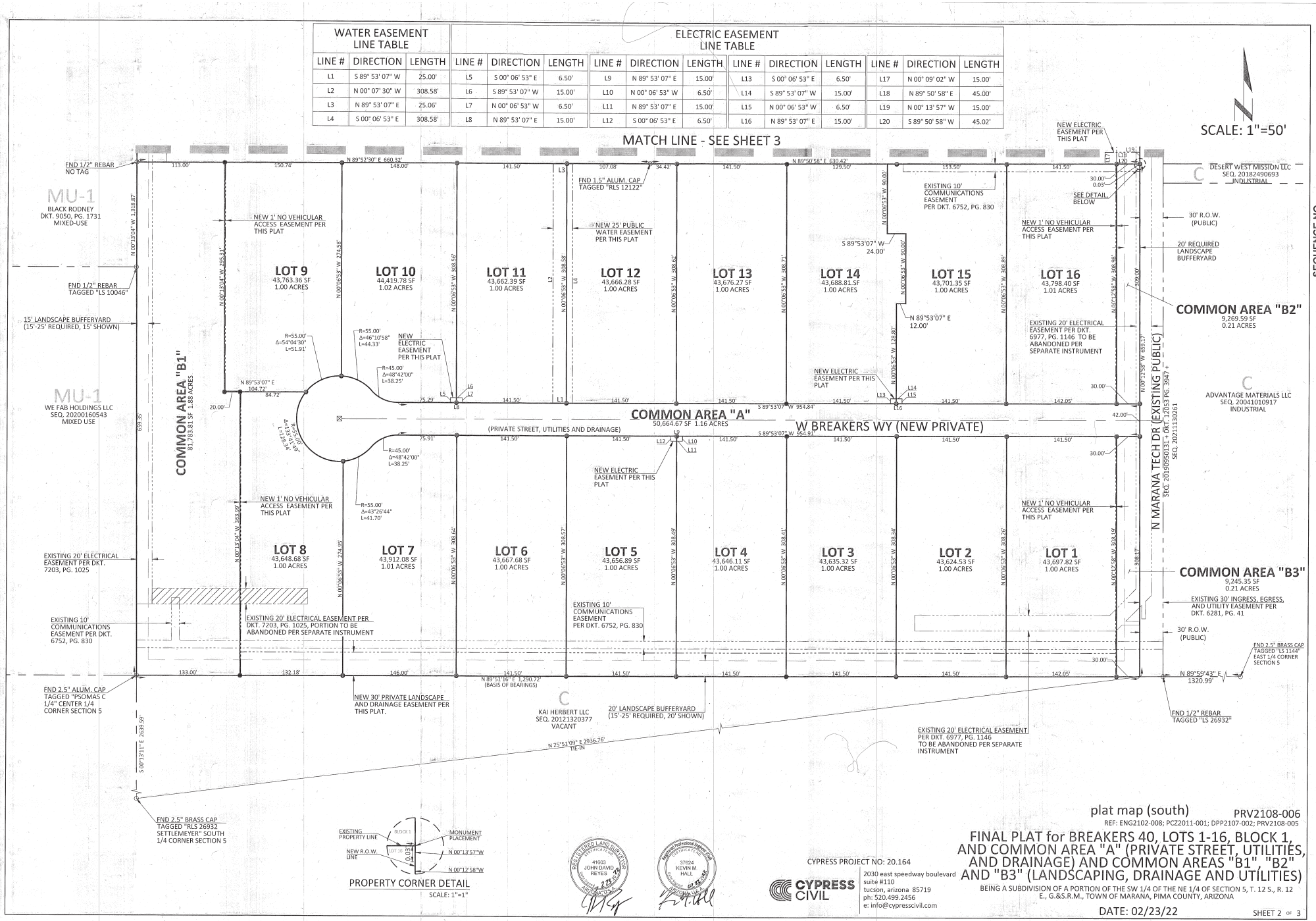
FINAL PLAT for BREAKERS 40, LOTS 1-16, BLOCK 1, AND COMMON AREA "A" (PRIVATE STREET, UTILITIES, AND DRAINAGE) AND COMMON AREAS "B1", "B2" AND "B3" (LANDSCAPING, DRAINAGE AND UTILITIES)

BEING A SUBDIVISION OF A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 5, T. 12 S., R. 12 E., G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

DATE: 02/23/22 — SHEET 1 OF 3

SEQUENCE NO.

SEQUENCE NO.



plat map (south) PRV2108-006

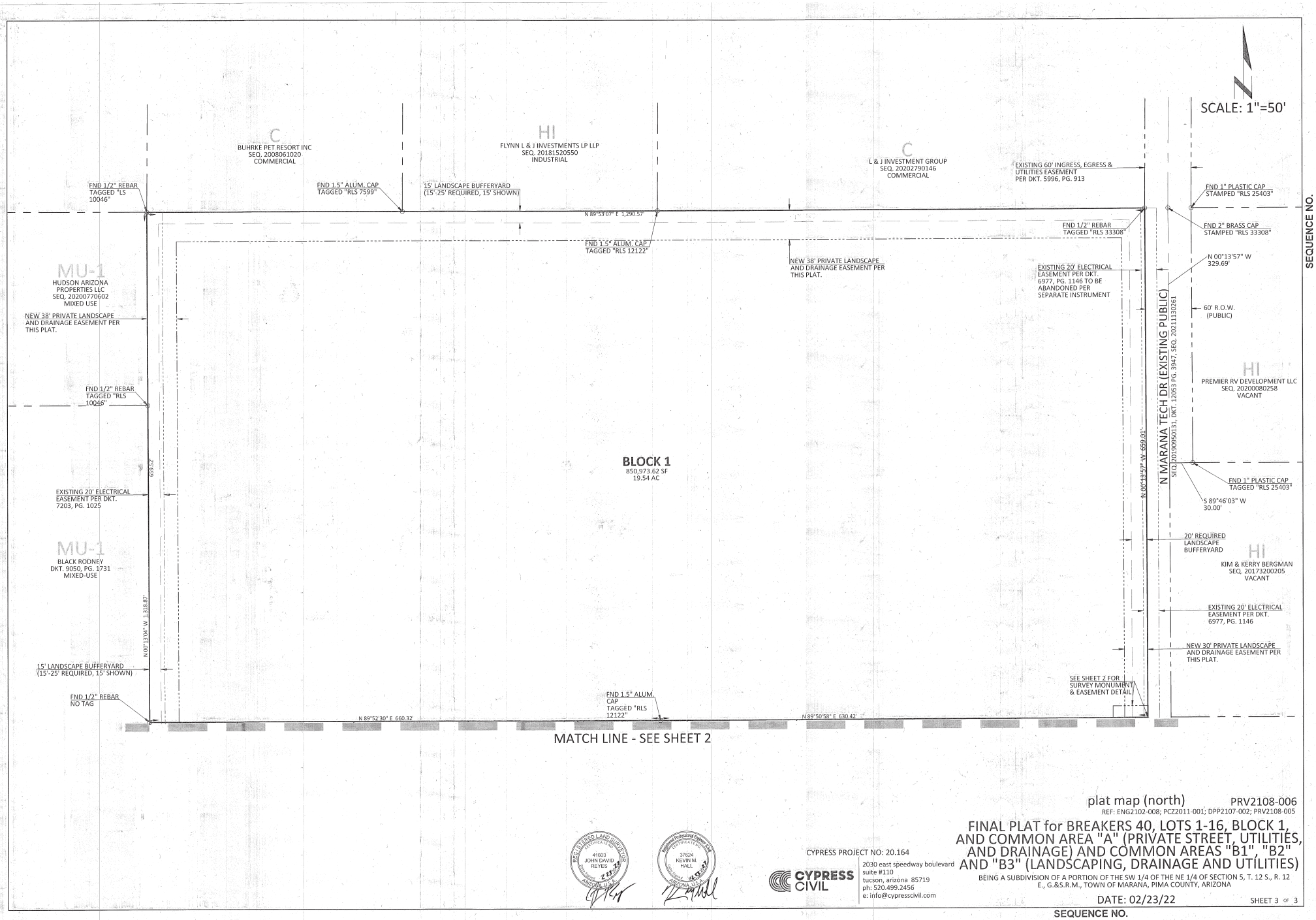
REF: ENG2102-008; PCZ2011-001; DPP2107-002; PRV2108-005

FINAL PLAT for BREAKERS 40, LOTS 1-16, BLOCK 1, AND COMMON AREA "A" (PRIVATE STREET, UTILITIES, AND DRAINAGE) AND COMMON AREAS "B1", "B2" AND "B3" (LANDSCAPING, DRAINAGE AND UTILITIES)

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DATE: 02/23/22

SHEET 2 OF 3



plat map (north) PRV2108-006

REF: ENG2102-008; PCZ2011-001; DPP2107-002; PRV2108-005

FINAL PLAT for BREAKERS 40, LOTS 1-16, BLOCK 1, AND COMMON AREA "A" (PRIVATE STREET, UTILITIES, AND DRAINAGE) AND COMMON AREAS "B1", "B2" AND "B3" (LANDSCAPING, DRAINAGE AND UTILITIES)

BEING A SUBDIVISION OF A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 5, T. 12 S., R. 12 E., G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR 41603 JOHN DAVID REYES 2/23/22 ARIZONA U.S.A.

REGISTERED PROFESSIONAL ENGINEER (CIVIL) 37624 KEVIN M. HALL 02/23/22 ARIZONA U.S.A.

CYPRESS PROJECT NO: 20.164

CYPRESS CIVIL

2030 east speedway boulevard
suite #110
tucson, arizona 85719
ph: 520.499.2456
e: info@cypresscivil.com

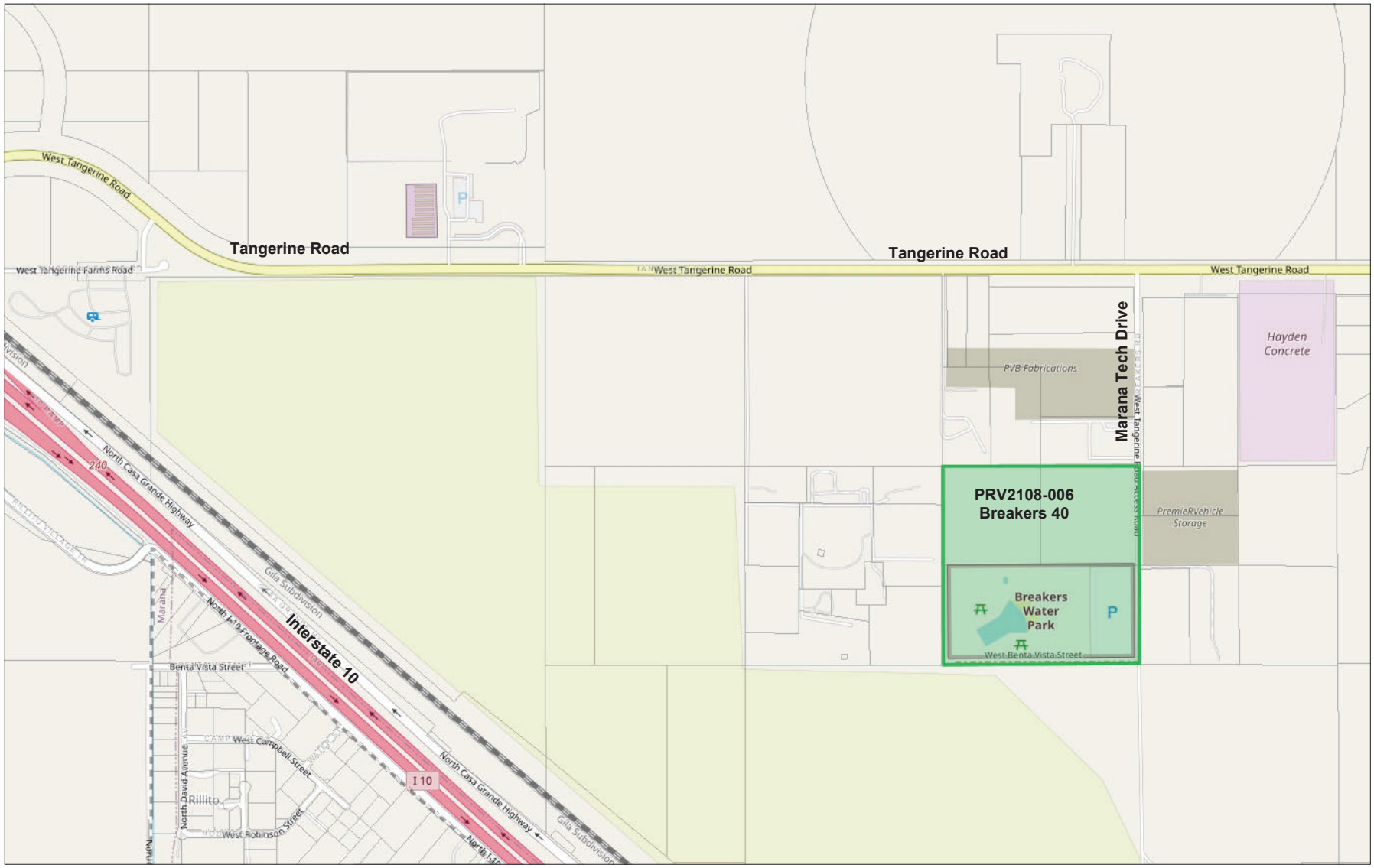
DATE: 02/23/22

SHEET 3 OF 3

SEQUENCE NO.

Town of Marana Planning

PRV2108-006 Final Plat for Breakers 40



Legend

- Marana Addresses
- Parcels (Black)
- Marana Town Limits
- Parcels (Black)
- Marana Street Labels

1: 9,028

0.3 0 0.14 0.3 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

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

Notes

Enter Map Notes

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Breakers 40			
Description of Project: New mixed-use commercial/industrial subdivision			Number of Lots: 1
Parcel No.(s): 216-08-0100, -0110 & -0160			Gross Area (Acres): 39
Project Address: 11651 North Breakers Road			
Ref. Project No.: B2012-001, ENG2102-008, ENG2103-002			

CONTACT INFORMATION

Owner: MC Tangerine Property LLC	Contact Name: Marc Martinez		
Address: PO Box 89339	City: Tucson	State: AZ	Zip: 85752
Email: marc@maronex.net	Phone No.: (520) 760-1567		
Applicant: Cypress Civil Development	Contact Name: Theresa Hadley		
Address: 2030 E Speedway Blvd #110	City: Tucson	State: AZ	Zip: 85719
Email: thadley@cypresscivil.com	Phone No.: (520) 499-2456		
Consultant/Engineer: Cypress Civil Development	Contact Name: Blake Junak, P.E.		
Address: 2030 E Speedway Blvd #110	City: Tucson	State: AZ	Zip: 85719
Email: bjunak@cypresscivil.com	Phone No.: (520) 499-2456		

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.)

Theresa Hadley	Theresa Hadley Digitally signed by Theresa Hadley DN: cn=Theresa Hadley, o=Cypress Civil Development, ou, email=thadley@cypresscivil.com, c=US Date: 2021.02.16 16:14:58 -07'00'	7/2/2021
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C5**

Meeting Date: 03/15/2022

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: March 15, 2022

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2022-019: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2021-2022 Community Development Block Grant Program (Lisa Shafer)

Discussion:

The Community Development Block Grant (CDBG) program, established by Congress in 1974, provides communities with resources to address a wide range of unique community development needs. Administered by the U.S. Department of Housing and Urban Development (HUD), the CDBG program provides annual grant funding, on a formula basis, to 1209 general units of local government and states.

HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons. A grantee may also carry out activities which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other

financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet these broad national objectives.

Eligible grantees include: principal cities of Metropolitan Statistical Areas (MSAs); other metropolitan cities with populations of at least 50,000; and qualified urban counties with populations of at least 200,000 (excluding the population of entitled cities). HUD determines the amount of each entitlement grant by a statutory dual formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas. Because the Town does not meet the entitled communities criteria yet, any CDBG funding received by the Town must be allocated by Pima County. These funds are subject to both the federal CDBG guidelines and the HUD-approved plan developed by Pima County.

The Town is able to apply for use of a portion of Pima County's CDBG funding through an annual proposal process. Earlier this year the Town applied for funding in four specific programs (Colonia Neighborhood Cleanup, Emergency Home Repair and Owner Occupied Housing Rehabilitation) and for funding to cover the cost of administering programs that address the needs of low-to moderate-income families. Pima County awarded the Town of Marana $60,000 from the 2021-2022 Community Development Block Grant Program. The grant provided funding for Administration, Colonia Clean-up, Emergency Home Repair, and Owner Occupied Housing Rehabilitation.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Y
Amount:	$180,000

Staff Recommendation:

Staff recommends approval of the intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2021-2022 Community Development Block Grant Program.

Suggested Motion:

I move to adopt Resolution No. 2022-019, approving and authorizing the Mayor to execute the intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2021-2022 Community Development Block Grant Program.

Attachments

Resolution No. 2022-019

Exhibit A to Resolution No. 2022-019

MARANA RESOLUTION NO. 2022-019

RELATING TO COMMUNITY AND NEIGHBORHOOD SERVICES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR THE MANAGEMENT AND IMPLEMENTATION OF THE 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

WHEREAS Pima County has been awarded funding from the U.S. Department for Housing and Urban Development under the CDBG program for the 2021-2022 federal fiscal year; and

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

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

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

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

SECTION 1. The intergovernmental agreement between Pima County and the Town of Marana, in the form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of March, 2022.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Pima County Department of Community and Workforce Development	
Program:	Management and Implementation of the Community Development Block Grant (CDBG) Program
Contractor:	Town of Marana 11555 West Civic Center Drive Marana, Arizona 85653
Amount:	$60,000.00
Contract No.:	CT-CR-22-182
Funding:	U.S. Department of Housing and Urban Development

Contract Term: October 1, 2021 through September 30, 2022				
DUNS No.: 098034143				
Research or Development:	☐ Yes ☒ No			
Federal Contract No.: B-21-UC-04-0502				
Required Match:	☐ Yes ☒ No	**Match Amount:**		
Indirect Cost Rate:	☐ Federal	☐ NICR	☐ de minimis	☒ None
Status of Contractor:	☒ Subrecipient	☐ Contractor		

CFDA	Program Description	Nation Funding	Pima County Award
14.218	Community Development Block Grant/Entitlement Communities (CDBG)	FY21 $3,436,670,527.00	FY21 $3,000,218.00

INTERGOVERNMENTAL AGREEMENT

1. Parties, Background, and Purpose

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

1.2 Authority. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County. County applied for and received Community Development Block Grant ("CDBG") funds in the amount of $3,000,218 from the U.S. Department of Housing and Urban Development ("HUD"), under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383).

1.3 Solicitation and Response. Under solicitation number CDNC-10-26-20-CDBG-ESG ("2021-2022 Community Planning Application"), County sought proposals for programs and activities that would qualify for CDBG funding during Federal Fiscal Year ("FY") 2021-2022. Subrecipient submitted a response to the 2021-2022 Community Planning Application. County has determined that the services or activities proposed in Subrecipient's response to the Community Planning Application are eligible for CDBG funding and in the best interests of the residents of Pima County.

1.4 Background and Purpose. On June 22, 2021, the Pima County Board of Supervisors (the "Board") authorized inclusion of Subrecipient's proposal for use of CDBG funds in the 2021-2022 Annual

Action Plan that County submitted to HUD to obtain the FY 2021-2022 CDBG funds. The Board also passed Resolution No. 2021-38 approving the allocation of $60,000.00 of FY 2021-2022 CDBG funds to Subrecipient and directing Community and Workforce Development staff to prepare agreements for distribution of grants funds to agencies authorized by HUD through HUD's approval of the FY 2021-2022 Annual Action Plan. Finalizing this Agreement took longer than anticipated because the parties needed to negotiate portions of the Agreement.

2. Term, Extensions, and Amendments

2.1 Term and Extensions. This Agreement commences on October 1, 2021 and terminates on September 30, 2022 (the "Initial Term"). If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date. "Term," means the original term plus any exercised Extension Options. County may renew this Agreement for up to a total of five years to coincide with the term of County's Consolidated Plan submitted to HUD (an "Extension Option"). An Extension Option will be effective only upon execution by the parties of a formal written amendment.

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

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

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

4. Monitoring and Evaluation

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

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

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

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

4.2 Subrecipient will cooperate in the monitoring and evaluation process by County and/or HUD. Subrecipient will assist County in providing reports and documentation to HUD related to Subrecipient's performance and, where applicable, the impact of the CDBG-funded activities on the community. If

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

5. Compensation and Payment

5.1 County will pay Subrecipient up to $60,000.00 ("Maximum Allocated Amount"). County will make payments from CDBG Grant(s) County has been awarded from HUD ("awarding agency"). Payment of the full Maximum Allocated Amount is subject to the CDBG funds being made available to County for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unless specifically authorized by County, unexpended funds will not be carried over into another fiscal year. Pursuant to the agreement between HUD and County (Pima County Contract No. B-21-UC-04-0502) and the Pima County Board of Supervisors' approval of this allocation of CDBG funds to Subrecipient June 22, 2021, Subrecipient may be reimbursed for eligible costs associated with activities under this Agreement as follows:

5.1.1 For eligible activities from and after October 1, 2021; and

5.1.2 For administrative costs incurred from and after July 1, 2021.

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

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

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

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

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

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

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

5.4.4 Any other documentation requested by County.

5.5 Subrecipient will include with each request an electronic copy with certified electronic signatures, of the Financial Status Report and Request for Funds. Hard copies, with original signatures, of the

Financial Status Report and Request for Funds must be retained by Subrecipient in compliance with this Agreement, Section 21, Books and Records County will provide Subrecipient with a form similar to Exhibit B upon execution of this Agreement.

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

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

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

5.9 If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within 30 days from the date invoice is received. Subrecipient should budget cash needs accordingly. County may, at its sole discretion (1) determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement; (2) liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient, and (3) deny full payment for requests for reimbursement that are submitted to County after the dates in paragraph 5.2. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date. Additionally, County may deny payment for any request for reimbursement received after the following dates:

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

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

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

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

5.12 The Director of CWD or designee has the sole discretion to grant changes between budget line items of no more than 15%. The change may not increase or decrease the maximum allocated amount. Subrecipient must submit a written request for the line item change on or before May 15 of the contract year. The written request must contain a detailed explanation of the reason the change is necessary; and how the specified purpose, program(s), metrics, or outcomes in this Agreement

will continue to be met, despite the requested change. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Subrecipient prior to the approval of the written request for a budget line item change. If the Director of CWD or designee approves the request for the budget line item change, the change will not be effective, nor will compensation under the change be provided, until the date in the written approval.

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

5.14 For the period of record retention required under Section 21, County may question any payment made under this Section 5 and require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

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

7. Insurance

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

7.2 **Insurance Coverages and Limits:**

7.2.1 Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than $1,000,000 Each Occurrence and $2,000,000 General Aggregate.

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

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

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

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

7.3 **Additional Insurance Requirements:**

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

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

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

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

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

7.4 **Verification of Coverage:**

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

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

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

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

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

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

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

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

8. Indemnification

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

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

8.3 Subrecipient has the same obligations to County as County does to HUD pursuant to the 2021-2022 Annual Action Plan and assurances. Subrecipient will hold County harmless against any injury that County may suffer with respect to HUD due to any failure on the part of Subrecipient to fulfill obligations to HUD.

9. Compliance with Laws

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

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

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

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

9.5 Subrecipient will comply with the applicable provisions of:

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

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

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

9.5.4 Section 3 of the HUD Act of 1968; and

9.5.5 All rules and regulations applicable to the listed statutes.

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

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

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

11. Subcontractors. Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract except prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services. Subrecipient will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the Subrecipient is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law. Subrecipient must include the provision in paragraph 4.2 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

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

13. Non-Discrimination. Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. Unless exempt under federal law, Subrecipient will comply with Titles VI and VII of the Civil Rights Act of

1964; the Age Discrimination in Employment Act; Section 504 of the Rehabilitation Act of 1973; and the Fair Labor Standards Act of 1938.

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

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

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

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

18. **Termination and Suspension**

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

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

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

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

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

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

County:	**Subrecipient:**
Director Pima County Department of Community & Workforce Development 2797 East Ajo Way Tucson, Arizona 85713	Terry Rozema, Town Manager Town of Marana 11555 West Civic Center Drive Marana, Arizona 85653

20. Other Documents. In entering into this Agreement, Subrecipient and County have relied upon information provided in Subrecipient's proposal submitted in response the 2021-2022 Community Planning Application including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Subrecipient's Proposal, other information and documents submitted by the Subrecipient in its' response to said Solicitation. These documents are incorporated into this Agreement to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

21. Books and Records

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

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

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

21.1.3 Eligibility documentation and determination;

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

21.1.5 Disbursements of funds;

21.1.6 Financial records required under 24 CFR § 570.502; and

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

21.2 Subrecipient must retain all records pertaining to this Agreement for three years after County submits the annual performance and evaluation report to HUD in which the CDBG-funded activities under this Agreement are reported on for the final time or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 3-year period, whichever is later.

22. Audit Requirements

22.1 Subrecipient will comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200 and 2400). In addition, Subrecipient will establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures which are used to support invoices and requests for payment from County. Subrecipient will also establish and maintain accounting records which identify the souréce and application of any funds not provided under this Agreement used to support these Agreement activities and ensure that all accounting records meet Federal, State, County requirements and generally accepted accounting principles laws and regulations. Upon written notice from County, Subrecipient will provide County a program-specific or financial audit. The notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit. Subrecipient will ensure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and will be submitted to County within six months of completion of the audit required pursuant to this Section 22, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings. Subrecipient is responsible for all costs for any audit required or requested pursuant to this Section 22, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Subrecipient grant budget approved by County.

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

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

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

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

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

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

27. Public Records

27.1 Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S.

§ Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

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

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

29. Legal Arizona Workers Act Compliance

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

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

29.3 Remedies for Breach of Warranty. Any breach of Subrecipient's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 29, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.

29.4 Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 29 by including a provision in each subcontract substantially in the following form:

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

30. No Joint Venture. The parties do not intend to, and nothing contained in this Agreement will be construed to, create any partnership, joint venture or employment relationship between the parties

or create any employer-employee relationship between County and any Subrecipient employees, or between Subrecipient and any County employees. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

31. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

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

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

34. **No Third-Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

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

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

37. **Effective Date.** This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party as indicated by the date associated with that party’s signature.

SIGNATURE PAGE TO FOLLOW

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS

PIMA COUNTY

_____
Chairman, Board of Supervisors

Date: _____

ATTEST:

_____
Clerk of the Board Date

TOWN OF MARANA

_____
Mayor, Town of Marana

Date: _____

ATTEST:

_____
Town Clerk Date

APPROVED AS TO CONTENT:

_____
Director, Department of Community and
Workforce Development

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

PIMA COUNTY

_____
Stacey Roseberry, Deputy County Attorney

TOWN OF MARANA

_____
Town Attorney

EXHIBIT A

SCOPE OF WORK

1. **Program Title and Locations:**

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

2. **Program Purpose.**

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

3. **Program Activities.** Subrecipient shall comply with the 2021-2022 Annual Action Plan as follows:

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

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

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

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

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

   3.2.4. Conduct cleanup activities; and

   3.2.5. Provide addressing for homes as needed.

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

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

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

   3.3.2. Secure a signed acknowledgement from applicant confirming receipt of this brochure.

3.4. Client Files. Subrecipient shall create a file for, and in accordance with Section 21.0, three years after the final quarterly report is submitted post termination of this Agreement. Each file must contain:

3.4.1. Client's application and program eligibility documentation

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

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

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

3.4.5. Completed ERR signed and dated by County;

3.4.6. Contractor(s) certifications;

3.4.7. Signed lead acknowledgement, if required under paragraph 3.3.1; and

3.4.8. Signed client acceptance of completed work.

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

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

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

3.6.2. Each applicant must be the owner-occupant of a conventional home, legally affixed manufactured home or non-affixed manufactured home located in Pima County.

3.6.2.1. The following proof of ownership is required for a conventional (site built) home: (1) a copy of recorded Property Deed; or (2) a copy of Pima County Assessor's Office property record or a copy of Pima County Treasurer's Office tax record indicating taxation Property Type of Real Property.

3.6.2.2. The following proof of ownership is required for a legally affixed manufactured home: (1) a copy of recorded Property Deed or recorded Affidavit of Affixture; or (2) a copy of Pima County Assessor's Office property record or a copy of Pima County Treasurer's Office tax record indicating taxation Property Type of Real Property.

3.6.2.3. The following proof of ownership is required for a non-affixed manufactured home: (1) a current and valid copy of the home title from the Arizona Department of Transportation Motor Vehicle Division; or (2) a copy of a Pima County Treasurer's Office record noting taxation as Personal Property in owner-occupants name for the physical address and showing manufactured home year and make or model.

3.6.2.3.1. If the applicant is seeking repairs of a non-affixed manufactured home, the home must be installed on a slab, wall, pier or other foundation or anchoring system; have towing hitch, wheels and axles removed; and be connected to utilities. For non-affixed manufactured homes that meet this criteria, Subrecipient must attain written acknowledgement from owner-occupant that "any improvements made through the Program(s) will be to the home structure only and not the lot, space, or land on which it sits."

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

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

5. **Project goal/predicted outcomes.** The Program will create viable communities that meet the needs of low- and moderate-income individuals and households through CDBG activities that promote decent housing, suitable living environments and expanded economic opportunities. Individuals and households will have new or improved access to public services and receive critical home repair services.

6. **Public benefit – CDBG National Objective and Eligible Activity:** Upon completion, the Town of Marana CDBG Program will meet the HUD CDBG National Objective to assist low- and moderate-income persons and households.

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

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

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

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

8.1. An accomplishment narrative describing program successes and challenges;

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

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

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

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

8.6. Number of Female-headed households assisted.

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

8.8. Number of disabled clients assisted.

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

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

8.11. Number of persons benefiting from neighborhood cleanup activities.

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

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

9. Budget. County will pay Subrecipient as follows:

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

END OF EXHIBIT A

EXHIBIT B

EXHIBIT B, PIMA COUNTY INVOICE REQUEST
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

CDBG Invoice For The Month Of _____,2016-2017

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

PLEASE SEND INVOICE TO THE ATTENTION OF:

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

AGENCY INVOICE IS FOR (NAME & ADDRESS):

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

INVOICE DATE: _____ AGENCY CONTRACT #: _____

PROGRAM NAME: _____

INVOICE #: _____ PRGM/MAJ PRGM: _____

APPROVED BUDGET & BILLING DETAILS

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

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

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

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

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

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

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

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

END OF EXHIBIT B
~~~~

Council-Regular Meeting **C6**

Meeting Date: 03/15/2022

To: Mayor and Council

Submitted For: Brian Varney, Senior Planner

From: Brian Varney, Senior Planner

Date: March 15, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-020: Relating to Development; approving a final plat for Saguaro Ranch II Lots 54-55 located approximately one mile north of the north terminus of Thornydale Road within a portion of Section 20, Township 11 South and Range 13 East (Brian D. Varney)

Discussion:

Request
Rick Engineering Company, Inc., representing the property owners, is requesting approval of a final plat for Saguaro Ranch II Lots 54-55. The 12.21 acre plat proposes to resubdivide Lot 54 and Lot 55 of Saguaro Ranch II Lots 50, 51, & 53-65, Parcel "A" & Common Areas "A" and "B" in order to reconfigure a common property line of the two adjacent lots in order to facilitate construction of single-family residences. The existing plat was approved by the Mayor and Council with the adoption of Resolution 2006-150 on October 6, 2006.

Zoning and Land Use
The zoning of both lots is RD-180 (Rural Development) per Marana Ordinance No. 2003.14. A minimum lot size of 180,000 square feet is required. The reconfigured lots measure 257,698 square feet (Lot 54) and 274,170 square feet (Lot 55).

Access and Traffic Circulation
Access to the resubdivision is provided directly from Ranheim Place off of Old Ranch House Road. All streets are private and maintained by the homeowner's association.

Staff Recommendation:

Staff has reviewed the proposed plat against all applicable requirements. The proposed plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2022-020, approving a final plat for Saguaro Ranch II Lots 54-55.

Attachments

Resolution No. 2022-020
PRV2111-002 Saguaro Ranch 54-55 Final Plat
PRV2111-002 Saguaro Ranch 54-55 Map
PRV2111-002 Saguaro Ranch 54-55 App

MARANA RESOLUTION NO. 2022-020

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR SAGUARO RANCH II LOTS 54-55 LOCATED APPROXIMATELY ONE MILE NORTH OF THE NORTH TERMINUS OF THORNYDALE ROAD WITHIN A PORTION OF SECTION 20, TOWNSHIP 11 SOUTH AND RANGE 13 EAST

WHEREAS the Final Plat for Saguaro Ranch II Lots 50, 51, & 53-65, Parcel "A" and Common Areas "A" & "B" was approved by the Marana Town Council on October 3, 2006 by the adoption of Resolution No. 2006-150; and

WHEREAS Rick Engineering Company, Inc., representing the property owners, has applied for approval of a final plat for Saguaro Ranch II Lots 54-55, consisting of 12.21 acres, and being a resubdivision of Lots 54 and 55 of Saguaro Ranch II Lots 50, 51, & 53-65, Parcel "A" and Common Areas "A" & "B"; and

WHEREAS the Mayor and Town Council, at its March 15, 2022 meeting, determined that the final plat for Saguaro Ranch II Lots 54-55 should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for Saguaro Ranch II Lots 54-55 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of March, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 12.21 ACRES: 531,868 SF.

2. THE EXISTING ZONING IS RD-180 PER ORDINANCE NO. 2003.14.

3. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 2.

4. MINIMUM ALLOWABLE LOT SIZE IS 180,000 SQUARE FEET PER THE R-180 ZONING.

5. MINIMUM LOT SIZE: 257,698 SF.
MAXIMUM LOT SIZE: 274,170 SF.
AVERAGE LOT SIZE: 265,934 SF.

6. MAXIMUM BUILDING HEIGHT: 30 FEET MAIN BUILDING
30 FEET ACCESSORY BUILDING*
*ACCESSORY BUILDING HEIGHT SHALL BE THE LESSER OF THE ACTUAL HEIGHT OF THE MAIN BUILDING OR THE ACCESSORY BUILDING HEIGHT SHOWN

7. MINIMUM SITE SETBACKS:
FRONT: 40 FEET
FRONT-LOADED GARAGE: 40 FEET
SIDE: 30 FEET
SIDE ABUTTING A STREET: 30 FEET
PATIO STRUCTURES: 20 FEET IF OPEN ON 3 SIDES
REAR: 50 FEET
PATIO STRUCTURES: 20 FEET IF OPEN ON 3 SIDES
ACCESSORY BUILDING: 30 FEET

8. PARKING SPACES REQUIRED: (2 FOR EACH FAMILY UNIT WITHIN A FULLY ENCLOSED GARAGE) = 4 SPACES
PARKING SPACES PROVIDED: (2 PER GARAGE & 2 PER DRIVEWAY) = 8 SPACES

9. ALL REQUIRED PARKING WILL BE OFF STREET, ON SITE.

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

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

12. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.

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

14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.

15. TOTAL MILES OF NEW PRIVATE STREET IS 0.0.

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

17. DUE TO DESIGNED ACCESS RESTRICTIONS, ALL BUILDINGS IN THIS PROJECT WILL REQUIRE FIRE SPRINKLERS DESIGNED TO THE APPROPRIATE STANDARD. ANY BUILDING WITH ACCESS GREATER THAN 12% GRADE, ACCESS EXCEEDING 150 FEET IN LENGTH FROM THE ROADWAY TO ALL PORTIONS OF THE EXTERIOR OF THE STRUCTURE OR ACCESS WITH WIDTH OF LESS THAN 12 FEET AT ANY POINT SHALL BE EVALUATED BY NORTHWEST FIRE DISTRICT FOR FIRE PROTECTION MEASURES IN ADDITION TO AUTOMATIC FIRE SPRINKLERS.

18. THORNYDALE ROAD IS THE NEAREST PAVED ACCESS MAINTAINED BY THE TOWN OF MARANA WHICH SERVES THIS SUBDIVISION. RANCHEM PLACE, WHICH SERVES THIS SUBDIVISION IS A PRIVATE STREET ACCESSED FROM OLD RANCH HOUSE ROAD (A PRIVATE STREET).

19. SEWAGE DISPOSAL FOR LOTS 54 AND 55 SHALL BE BY A PRIVATE INDIVIDUAL ON-SITE DISPOSAL SYSTEM, AND PRIOR TO CONSTRUCTION EACH LOT MUST HAVE A SITE EVALUATION THAT MEETS THE REQUIREMENTS OF R18-9-A310 AND THAT IS PERFORMED BY AN ARIZONA REGISTERED PROFESSIONAL ENGINEER. THE COST OF AN ALTERNATIVE SYSTEM MAY BE SUBSTANTIALLY HIGHER THAN A CONVENTIONAL DISPOSAL SYSTEM.

20. BASED UPON PRELIMINARY SITE ANALYSIS, ADDITIONAL TREATMENT WITH TEXTILE FILTER WITH UV DISINFECTION, OR AN APPROVED EQUAL, WILL BE NECESSARY TO OVERCOME THE SITE LIMITATIONS ON EACH LOT. THE ALTERNATIVE SYSTEM SHALL BE DESIGNED BY AN ARIZONA REGISTERED PROFESSIONAL ENGINEER. THE TEXTILE FILTER AND UV DISINFECTION, OR APPROVED EQUIVALENT, SHALL MEET ALL APPLICABLE REQUIREMENTS OF A.A.C. TITLE 18 CHAPTER 9 AND SHALL INCLUDE THE FOLLOWING CRITERIA:

1. PRODUCE EFFLUENT THAT HAS A TSS OF 15 MG/L, 30 DAY ARITHMETIC MEAN.
2. BOD OF 15 MG/L, 30 DAY ARITHMETIC MEAN.
3. TOTAL NITROGEN OF 30 MG/L, 5 MONTH ARITHMETIC MEAN.
4. TOTAL COLIFORM OF 10 CFU/100 ML.
5. UNIT SHALL INCLUDE REMOTE MONITORING CAPABILITIES.
6. UV DISINFECTION UNIT WITH ALARM, OR APPROVED EQUIVALENT.

DRIP IRRIGATION DISPOSAL SYSTEM SHALL MEET THE REQUIREMENTS SET FORTH IN R-18-9-E322 FOR CATEGORY.

GENERAL NOTES - CONTINUED

21. DISTURBED AREAS FOR INDIVIDUAL LOTS ARE NOT TO EXCEED 27,000 SQUARE FEET, EXCLUDING DRIVEWAYS. TEMPORARY FENCING IS REQUIRED AROUND AREAS OF DISTURBANCE PRIOR TO GRADING. ALL NON DISTURBED AREAS ON LOTS ARE SUBJECT TO A NON DISTURBANCE EASEMENT. NO GRADING OF LOTS IS PERMITTED PRIOR TO ISSUANCE OF A GRADING PERMIT.

22. PATIO WALLS SHALL NOT BE CONSTRUCTED ALONG THE PERIMETER OF THE INDIVIDUAL LOTS, EXCEPT ON OCCASION TO PROTECT FROM OFFSITE VIEWS OR ADJACENT TRAFFIC OR HEADLIGHTS; HOWEVER, THEY MAY BE CONSTRUCTED AT THE BOUNDARY OF THE GRADING ENVELOPE.

23. NO CUT OR FILL SLOPE SHALL EXCEED 15 FEET IN HEIGHT, MEASURED VERTICALLY FROM TOP OF SLOPE TO TOE OF SLOPE. MULTIPLE SLOPE PITCHES SHALL NOT EXCEED A TOTAL OF 15 FEET OF CUT AND 15 FEET OF FILL.

24. ALL SLOPES HAVING A HEIGHT GREATER THAN 4 FEET SHALL BE CONSTRUCTED USING NATIVE STONE AS PART OF A RETAINED EARTH WALL OR AS A VENEER TO A MASONRY OR CAST-IN-PLACE CONCRETE RETAINING WALL UNLESS THEY ARE CUT IN ROCK AND A GEOTECHNICAL ENGINEER CERTIFIES THEIR STABILITY. IF A RETAINED EARTH WALL IS CONSTRUCTED, THE INTERSTITIAL AREAS BETWEEN THE ROCKS SHALL BE PLANTED WITH NATIVE PLANT MATERIAL AN SHALL AT A MINIMUM INCLUDE ONE NATIVE PLANT OF A TYPE INDIGENOUS TO THE SITE FOR EVERY 20 LINEAR FEET OF WALL. IF THE ROCK EMPLOYED IN THE VENEER OR THE FACE OF A STABLE ROCK CUT FACE IS NOT OF A PATINA MATCHING THE SURROUNDING FIELD STONE, A STAIN OR A WEATHERING TREATMENT SHALL BE APPLIED ON THE ROCK FACE. IF THE EXISTING VEGETATION ON THE LOTS AFFORDS EFFECTIVE SCREENING OF THE RETAINING WALL, THE PLANTING REQUIREMENTS MAY BE REDUCED UPON APPROVAL OF THE TOWN'S PLANNING AND ZONING DIRECTOR.

25. LOTS 55, 56 AND 57 HAVE AN AGREEMENT FOR A COMMON SHARED DRIVEWAY AS RECORDED IN SEQUENCE #20211790976 WITH THE OFFICE OF THE PIMA COUNTY RECORDER.

26. A SIGN IDENTIFYING THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE BUILDER AS WELL AS THE LOT NUMBER AND ADDRESS OF THE SITE SHALL BE POSTED IN A MANOR THAT IS VISIBLE AND LEGIBLE FROM THE FIRE DEPARTMENT ACCESS ROAD. THIS SIGN SHALL BE POSTED COMMENCING WITH PLACEMENT OF THE FLOOR SLAB AND SHALL REMAIN UNTIL COMPLETION OF THE FINAL INSPECTION.

27. ANNEXATION INTO THE NORTHWEST FIRE DISTRICT BY RESOLUTION 2005-016, A RESOLUTION OF THE NORTHWEST FIRE DISTRICT BOUNDARIES NORTH THORNYDALE ANNEXATION RECORDED IN DOCKET 12541 PAGE 441.

28. THE RELEVANT SAGUARO RANCH AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS AND SAGUARO RANCH ARCHITECTURAL DESIGN GUIDELINES REFERENCED THEREIN MAY CONTAIN MAXIMUM BUILDING HEIGHTS LESSER THAN CONTAINED IN GENERAL NOTE 6 AND SETBACKS GREATER THAN REFERENCED IN GENERAL NOTE 7.

ASSURANCES

ASSURANCES IN THE FORM OF A CASH ACCOUNT FROM SAGUARO PROPERTY DEVELOPMENT, L.L.C. IN THE AMOUNT OF $659,066.39 HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____
TOWN OF MARANA DATE

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS WEST LINE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 26 AT PAGE 12, RECORDS OF PIMA COUNTY, ARIZONA, SAID BEARING BEING N00°00'09"E.

RECORDING

SEQ: #2022_____

FEE: _____

STATE OF ARIZONA }
} SS.
COUNTY OF PIMA }

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

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE 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 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 MARANA TOWN COUNCIL.

THIS PLAT IS SUBJECT TO THE ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY THAT CERTAIN AMENDED AND RESTATED COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SAGUARO RANCH RECORDED IN DOCKET 12131 AT PAGE 4239, DOCKET 12550 AT PAGE 2986 AS SUPPLEMENTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION RECORDED IN DOCKET 12928 AT PAGE 2039 AND RE-RECORDED IN DOCKET 12961 AT PAGE 2062, DOCKET 12550 AT PAGE 2971, DOCKET 12928 IN PAGE 2048 AND RE-RECORDED IN DOCKET 12961 IN PAGE 2054, SEQUENCE #20142170119 AND SEQUENCE #20201130756 IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE COMMON AREAS, AND PRIVATE DRAINAGEWAYS WITHIN THIS SUBDIVISION.

BRIARBOX SAGUARO RANCH L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY (LOT 54)

BY: _____
OFFICIAL DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA }
} SS.
COUNTY OF PIMA }

ON THIS ___ DAY OF_____, 2022, BEFORE ME PERSONALLY APPEARED _____WHO ACKNOWLEDGED TO BE AN OFFICIAL OF BRIARBOX SAGUARO RANCH L.L.C., AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

_____
MY COMMISSION EXPIRES

TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201906-S, AS TRUSTEE ONLY AND NOT OTHERWISE IN ITS CORPORATE CAPACITY. (LOT 55)

BY: _____
TRUST OFFICIAL DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA }
} SS.
COUNTY OF PIMA }

ON THIS ___ DAY OF_____, 2022, BEFORE ME PERSONALLY APPEARED _____WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF TITLE SECURITY AGENCY, L.L.C. TRUST NO. 201906-S, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

_____
MY COMMISSION EXPIRES

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 201906-S, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

SAGUARO PROPERTY DEVELOPMENT L.L.C.
2601 4TH AVE, STE. F16
FLOOR 6
SEATTLE, WA 98121-3208

CERTIFICATION OF SURVEY

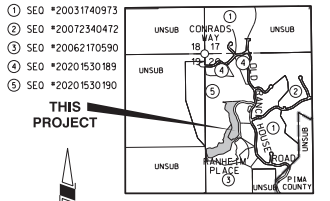
I HEREBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING AND PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.

OWNERS

BRIARBOX SAGUARO RANCH L.L.C.
1530 38TH AVE E
SEATTLE, WA 98112-3846

TITLE SECURITY AGENCY L.L.C. TRUST 201906-S
ATTN: SAGUARO PROPERTY DEVELOPMENT L.L.C.
2601 4TH AVE, STE. F16
FLOOR 6
SEATTLE, WA 98121-3208

① SEQ #20031740973
② SEQ #20072340472
③ SEQ #20062170590
④ SEQ #20201530189
⑤ SEQ #20201530190



SCALE: 3"± 1 MILE

LOCATION MAP
PORTION OF SECTION 20, T 11 S, R 13 E, G & SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

SHEET INDEX

1 COVER SHEET
2 FINAL PLAT SHEET

LEGEND

SYMBOL	ITEM
▲	MONUMENT/LOT CORNER PER SAGUARO RANCH I (BK 61, PG 89)
●	LOT CORNER TO BE SET BY RLS
⊙	2" BRASS CAP SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION OF CONSTRUCTION
14 13	QUARTER SECTION CORNER
23	LOT NUMBER
———	EXIST R/W
———	SECTION LINE
———	SUBDIVISION BOUNDARY
———	LOT LINE
———	CENTERLINE
———	EASEMENT BOUNDARY

TOWN OF MARANA APPROVALS

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

_____
MARANA PLANNING MANAGER 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 _____, 2022.

_____
CLERK OF THE TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

BY: _____

ITS: _____
CITY OF TUCSON WATER DEPARTMENT DATE

ADMINISTRATIVE ADDRESS

14165 NORTH OLD RANCH HOUSE ROAD, MARANA, ARIZONA 85658

FINAL PLAT FOR

SAGUARO RANCH II

LOTS 54-55

LOTS 54 AND 55

BEING A RESUBDIVISION OF LOTS 54 AND 55 OF SAGUARO RANCH II, BOOK 61, PAGE 89, SECTION 20, TOWNSHIP 11 SOUTH, RANGE 13 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ-02047 PRV-03072f PRV-04058f

PRV2111-002
SHEET 1 OF 2

SEQUENCE #_____

RICK ENGINEERING COMPANY
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-5122
Tucson San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver
rickengineering.com

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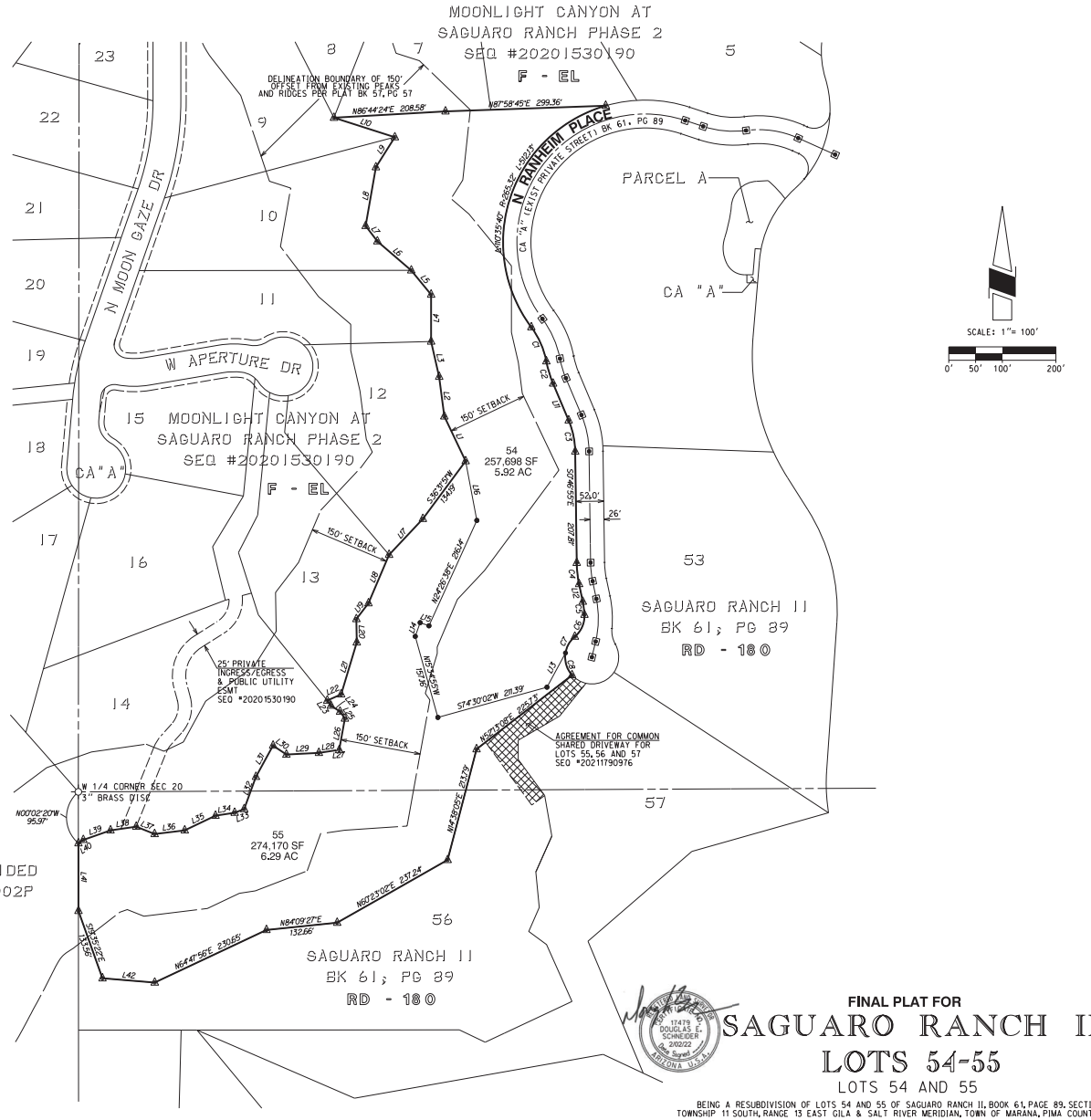
SEQUENCE #_____

LINE TABLE

NAME	DIRECTION	LENGTH
L1	N 25°26'33" W	92.56'
L2	N 7°23'28" W	74.61'
L3	N 12°54'58" W	67.48'
L4	N 0°00'00" E	87.70'
L5	N 39°18'33" W	58.44'
L6	N 49°21'47" W	83.40'
L7	N 37°19'25" W	36.18'
L8	N 9°55'59" E	111.29'
L9	N 32°14'41" E	66.19'
L10	N 72°14'54" W	119.35'
L11	S 22°53'11" E	74.80'
L12	S 11°49'48" E	33.68'
L13	S 28°25'57" W	72.65'
L14	N 19°34'18" E	27.18'
L15	S 70°25'44" E	17.45'
L16	N 10°43'59" W	112.72'
L17	S 43°12'41" W	92.12'
L18	S 23°00'12" W	98.25'
L19	S 31°29'11" W	37.28'
L20	S 1°01'10" E	43.52'
L21	S 16°41'16" W	101.30'
L22	S 65°59'43" W	28.47'
L23	S 35°47'05" E	11.73'
L24	S 56°57'32" E	20.31'
L25	S 34°54'19" E	15.91'
L26	S 10°16'56" W	59.89'
L27	S 86°11'23" W	5.95'
L28	S 81°34'56" W	32.42'
L29	S 87°00'37" W	60.66'
L30	N 56°08'10" W	30.02'
L31	S 28°45'12" W	66.50'
L32	S 19°59'46" W	64.16'
L33	S 68°58'33" W	19.10'
L34	S 81°15'36" W	36.07'
L35	S 64°33'09" W	63.78'
L36	S 83°03'07" W	56.64'
L37	N 68°12'45" W	36.92'
L38	S 81°52'32" W	48.48'
L39	S 70°39'13" W	53.77'
L40	S 55°46'11" W	11.14'
L41	S 0°02'20" E	126.30'
L42	S 85°19'33" E	97.92'

CURVE TABLE

NAME	DELTA	RADIUS	ARC
C1	25°55'08"	155.00'	70.11'
C2	12°03'45"	207.00'	43.58'
C3	22°06'16"	155.00'	59.80'
C4	11°02'53"	207.00'	39.92'
C5	9°06'39"	155.00'	24.65'
C6	52°57'47"	50.00'	46.22'
C7	41°10'40"	50.00'	35.93'
C8	51°09'12"	50.00'	44.64'



FINAL PLAT FOR

SAGUARO RANCH II
LOTS 54-55

LOTS 54 AND 55

BEING A RESUBDIVISION OF LOTS 54 AND 55 OF SAGUARO RANCH II, BOOK 61, PAGE 89, SECTION 20, TOWNSHIP 11 SOUTH, RANGE 13 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ-02047 PRV-03072f PRV-04058f

PRV2111-002
SHEET 2 OF 2

SEQUENCE # _____

RICK ENGINEERING COMPANY
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3945 EAST FORT LOWELL ROAD - SUITE 111
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520-795-1000
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San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

J-5122

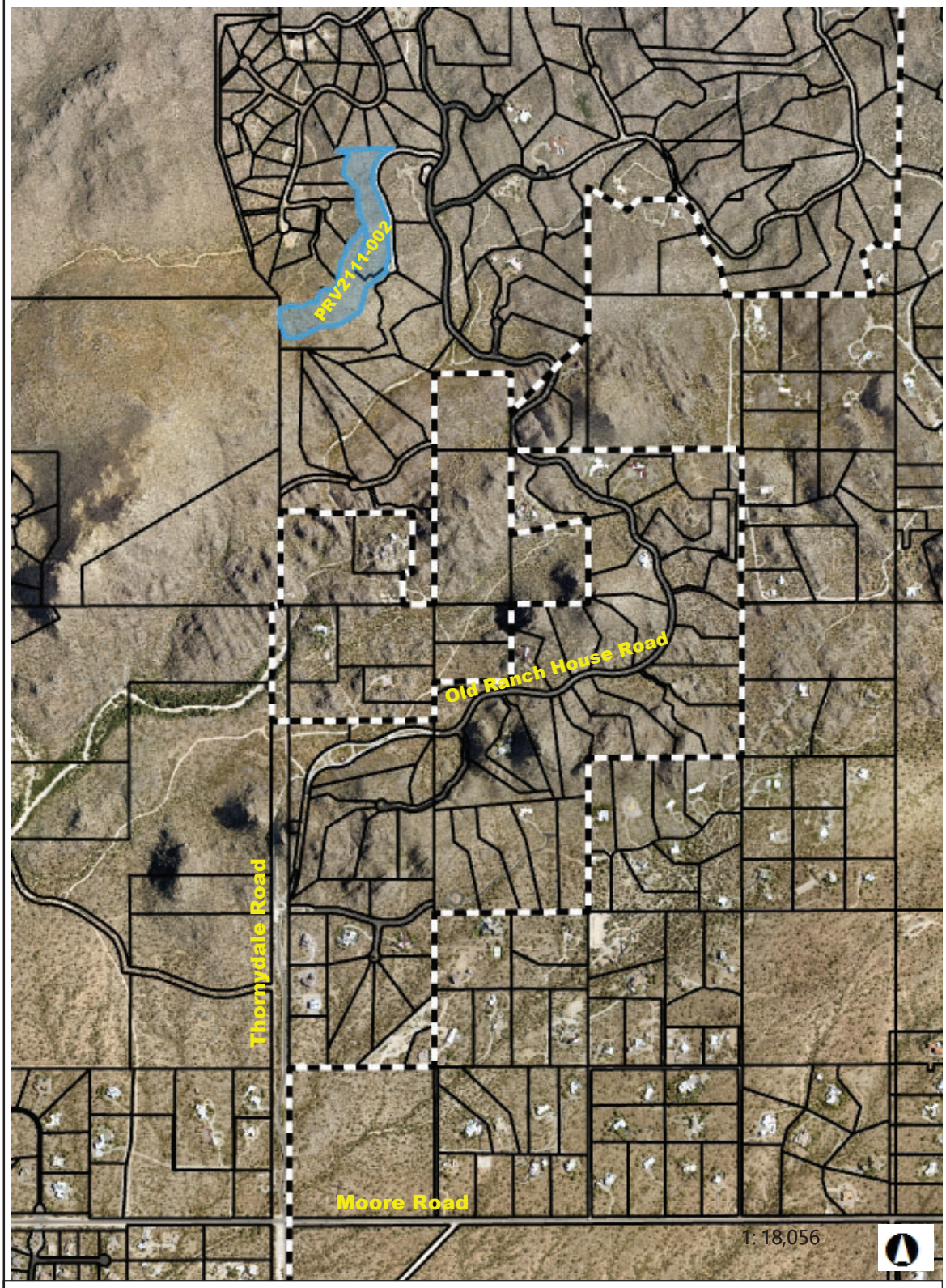
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Town of Marana Planning

PRV2111-002 Saguaro Ranch 54-55





Legend

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

Notes

0.6 0 0.28 0.6 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Saguaro Ranch Lots 54-55 Final Plat	
Description of Project: Resubdivision of 2 lots in Saguaro Ranch II	Number of Lots: 2
Parcel No.(s): 219-10-1200 & 219-10-1210	Gross Area (Acres): 12.21
Project Address: 14055 N. Ranheim Pl. & 14045 N. Ranheim Pl.	
Ref. Project No.: PRV-04058f	

CONTACT INFORMATION

Owner: Briarbox Saguaro Ranch L.L.C.	Contact Name: Christopher Gurdjian		
Address: 1530 38th Ave. E	City: Seattle	State: WA	Zip: 98112
Email: chris@11capital.com	Phone No.: (206) 351-9115		
Applicant: Rick Engineering Company, Inc.	Contact Name: Steven Vasquez		
Address: 3945 East Fort Lowell Rd., Suite 111	City: Tucson	State: AZ	Zip: 85712
Email: svasquez@rickengineering.com	Phone No.: (520) 795-1000		
Consultant/Engineer: Rick Engineering Company Inc	Contact Name: Paul Iezzi		
Address: 3945 East Fort Lowell Rd., Suite 111	City: Tucson	State: AZ	Zip: 85712
Email: piezzi@rickengineering.com	Phone No.: (520) 795-1000		

OWNER/APPLICANT AUTHORIZATION

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

Steven Vasquez	Steven E. Vasquez	11/5/2021
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY
Revision Date 03/29/2019

Project No._____ **Date Received**_____

Council-Regular Meeting **C7**

Meeting Date: 03/15/2022

To: Mayor and Council

From: Cynthia Ross, Senior Planner

Date: March 15, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-021: Relating to Development; approving a final plat for Gladden Farms Block 42 Lots 1-157, Common Areas A (Private Street), B-1 – B-19 (Recreation, Landscape, Utilities, Drainage and Grading), & C-1 – C-2 (Landscape, Utilities, Drainage and Grading) located approximately a half-mile east of the intersection of Tangerine and Midfield Roads (Cynthia L. Ross)

Discussion:

Request
Rick Engineering, on behalf of Crown West Realty LLC, is requesting the approval of a final plat consisting of 157 residential lots and common areas "A," "B-1 – B-19", & "C-1 - C-2" on approximately 26.51 acres within the Gladden Farms II Specific Plan development.

Location
The subdivision will be located within a portion of Block 42 of the amended Gladden Farms Blocks 28, 31-34, 37, 38, 42 and 43 Final Block Plat (Sequence #20181100137) approximately a half-mile east of the intersection of Tangerine and Midfield Roads.

Zoning
The zoning for Block 42 is F (Specific Plan - Gladden Farms II) with a land use designation of High Density Residential (HDR). The HDR land use permits small-lot, single-family detached homes with a minimum lot size of 3,500 square feet. The proposed plat average lot size is 3,991 square feet. The proposed plat minimum lot size

is 3,569 square feet (Lot 40) and the proposed maximum lot size is 4,649 square feet (Lot 148).

Transportation
The main entry is proposed to be off Tangerine Road at the southern boundary of the subdivision at N. Walker Stone Drive, a new private street from Tangerine Road. Another entry is proposed west of the main entry from Tangerine Road via Birchfield Drive, a new public street dedicated with the Block 37 Final Plat (Sequence # 20213010090). Two other access points are proposed at the northern boundary of the subdivision at N. Olin Avenue and N. Sandhurst Drive. The internal streets will be private, utilizing the typical 42-foot wide street section.

Recreation, Park Requirements and Trails
Per the Gladden Farms II Specific Plan, 185 square feet of on-site recreation area per single-family detached residence is required. The proposed subdivision is required to have a minimum of 29,045 square feet of recreation area. The active recreation area is planned for Common Area "B-1" and totals approximately 49,587 square feet.

Planning Commission
This preliminary plat was presented to the Planning Commission on September 15, 2020, and received a unanimous recommendation for approval 7-0.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2022-021 approving a final plat for Gladden Farms Block 42 Lots 1-157, Common Areas A, B-1 – B-19, & C-1 – C-2 located approximately a half-mile east of the intersection of Tangerine and Midfield Roads.

Attachments

Resolution No. 2022.021
Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2022-021

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR GLADDEN FARMS BLOCK 42 LOTS 1-157, COMMON AREAS A (PRIVATE STREET), B-1 – B-19 (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING), & C-1 – C-2 (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) LOCATED APPROXIMATELY A HALF-MILE EAST OF THE INTERSECTION OF TANGERINE AND MIDFIELD ROADS

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

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

WHEREAS, on May 16, 2007, the Mayor and Town Council adopted Resolution No. 2007-75, approving the final block plat for Gladden Farms Blocks 26 – 43, Book 62, Page 64; and

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

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

WHEREAS, on September 15, 2020, the Mayor and Town Council adopted Resolution No. 2020-102, approving a preliminary plat for Gladden Farms Block 42; and

WHEREAS, on September 21, 2021, the Mayor and Town Council adopted Ordinance No. 2021.020, approving the third amendment to the Gladden Farms II Specific Plan; and

WHEREAS Rick Engineering, on behalf of Crown West Realty, LLC, has applied for approval of a final plat for a 157-lot single-family residential home subdivision of Gladden Farms Block 42, located approximately a half-mile east of the intersection of Tangerine and Midfield Roads; and

WHEREAS the Mayor and Town Council, at the regularly scheduled meeting on March 15, 2022, determined that the Final Plat for Gladden Farms Block 42 should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Gladden Farms Block 42 Lots 1-157, Common Areas A (Private Street), B-1 – B-19 (Recreation, Landscape, Utilities, Drainage and Grading), & C-1 – C-2 (Landscape, Utilities, Drainage and Grading) is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of March, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID LINE MONUMENTED BY A FOUND 1 1/2" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A FOUND 1/2" REBAR TAGGED "PCH03" AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING S00°30'03"E.

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 26.517 ACRES: 1,155,093 SQUARE FEET.

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

3. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 157. THE DENSITY IS 5.92 RAC.

4. MINIMUM ALLOWABLE LOT SIZE FOR SMALL-LOT SINGLE-FAMILY DETACHED IS 3,500 SQUARE FEET PER THE HDR LAND USE DESIGNATION.

5. MINIMUM LOT SIZE: 3,569 SF. MAXIMUM LOT SIZE: 4,649 SF.
AVERAGE LOT SIZE: 3,991 SF.

6. MAXIMUM BUILDING HEIGHT: 30 FEET

7. MINIMUM SITE SETBACKS:
FRONT: 10 FEET
MAY BE REDUCED TO 5 FEET WITH SIDE LOADED GARAGE*
FRONT PORCH: 5 FEET*
FRONT-LOADED GARAGE: 20 FEET
SIDE-LOADED GARAGE: 5 FEET*
* MAY NOT ENCROACH INTO THE PUBLIC UTILITY EASEMENT, IF REQUIRED.
SIDE: 0 FEET
MUST PROVIDE A 3-FOOT ACCESS EASEMENT ON ADJACENT LOT FOR Z-LOT LINES.
ACCESSORY STRUCTURES: 5 FEET
REAR: 10 FEET
MAY BE REDUCED TO 5 FEET WITH REAR-LOADED GARAGE
PATIO STRUCTURES: 5 FEET IF OPEN ON 3 SIDES

8. PARKING SPACES REQUIRED: (2 FOR EACH FAMILY UNIT WITHIN A FULLY ENCLOSED GARAGE) = 314 SPACES
PARKING SPACES PROVIDED: (2 PER GARAGE & 2 PER DRIVEWAY) = 628 SPACES

9. THE TYPE AND AREA OF LAND USE IS AS FOLLOWS:
COMMON AREA "A" (PRIVATE STREETS) IS 5.39 AC, 234,677 SF
COMMON AREA "B" (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) IS 2.83 AC, 123,400 SF
COMMON AREA "C" (LANDSCAPE, UTILITIES DRAINAGE AND GRADING) IS 3.91 AC, 170,468 SF

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

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

12. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.

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

14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.

15. TOTAL MILES OF NEW PRIVATE STREET IS 1.03.

16. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.

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

18. FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE FIRE FLOW REQUIREMENT IS 1,000 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO ARRIVAL OF COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.

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

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

GENERAL NOTES - CONTINUED

21. PER THE GLADDEN II SPECIFIC PLAN SECTION III.L. OPEN SPACE, RECREATION, PARKS AND TRAILS CONCEPT AND SECTION IV.C.4.E DEVELOPMENT STANDARDS - HDR LAND USE DESIGNATION, THE MINIMUM AREA (IN SQUARE FEET) FOR PRIVATE, COMMON ON-SITE RECREATION AREAS, SHALL BE 185 SQUARE FEET PER SINGLE FAMILY RESIDENCE. THIS PROJECT SHALL REQUIRE 29,045 SQUARE FEET OF DEVELOPED RECREATION AREA. A TOTAL OF 49,587 SQUARE FEET OF DEVELOPED RECREATION AREA IS PROVIDED IN COMMON AREA "B-1".

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

SEE SHEET 3 FOR ADDITIONAL NOTES

DEDICATION

I, THE UNDERSIGNED, HEREBY WARRANT THAT I AM THE ONLY PARTIES 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, OUR SUCCESSORS AND ASSIGNS, DO HEREBY HOLD THE TOWN OF MARANA, ITS EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THESE LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, 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 MARANA TOWN COUNCIL.

COMMON AREAS AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND INVITEES. COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AT SEQ# 2022_____IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

FIDELITY NATIONAL TITLE AGENCY INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,524, AS TRUSTEE ONLY AND NOT OTHERWISE IN ITS CORPORATE CAPACITY.

BY:_____
TRUST OFFICIAL DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA }
} SS.
COUNTY OF PIMA }

ON THIS___ DAY OF_____, 2022, BEFORE ME PERSONALLY APPEARED _____WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF FIDELITY NATIONAL TITLE AGENCY INC., TRUST NO. 60,524, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

_____
MY COMMISSION EXPIRES

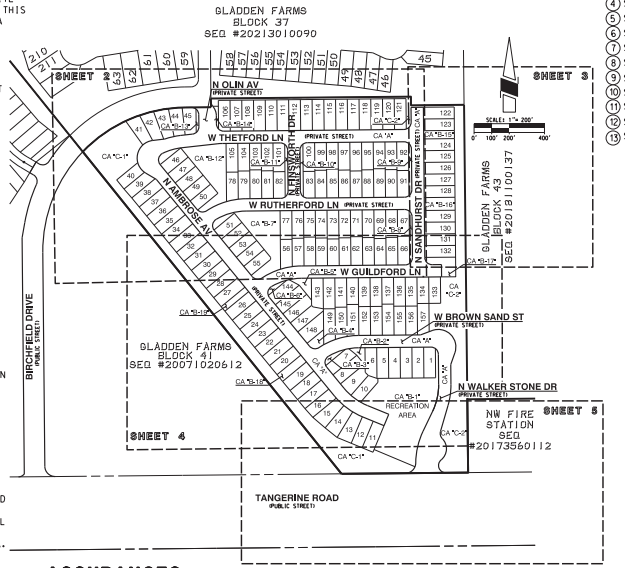
BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE BENEFICIARIES OF TRUST NO. 60,524, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST ARE:

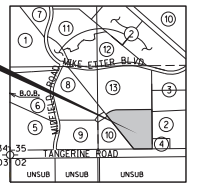
GLADDEN 2021, L.L.C., A DELWARE LIMITED LIABILITY COMPANY
251 LITTLE FALLS DRIVE
WILMINGTON, DELAWARE 19808

ADMINISTRATIVE ADDRESS

10404 WEST TANGERINE ROAD, MARANA, ARIZONA 85653



1 SEQ #20192910094
2 SEQ #20181100137
3 SEQ #20190530030
4 SEQ #20173560112
5 SEQ #20121740308
6 SEQ #20182500081
7 SEQ #20173130070
8 SEQ #20193310053
9 SEQ #20190530029
10 SEQ #20071020612
11 SEQ #20211550210
12 SEQ #20212180270
13 SEQ #20213010090



LOCATION MAP

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

SHEET INDEX

1 COVER SHEET
2-5 FINAL PLAT SHEETS AND TABLES

LEGEND

SYMBOL	ITEM
▲	BOUNDARY MONUMENT NOT SET DUE TO ONGOING CONSTRUCTION
○	FOUND SURVEY MONUMENT, AS NOTED
•	LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE 20)
⊡	2" BRASS CAP SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION CONSTRUCTION
✳	DRIVEWAY ORIENTATION ON LOTS
SVT	SIGHT VISIBILITY TRIANGLE
14 13	QUARTER SECTION CORNER
23	LOT NUMBER
	EXIST R/W
	SECTION LINE
	SUBDIVISION BOUNDARY
	LOT LINE
	CENTERLINE
	EASEMENT BOUNDARY

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST FROM FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,524, FOR LOTS 1-157 AND ASSOCIATED COMMON AREAS AS RECORDED IN SEQ #2022_____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY:_____
TOWN OF MARANA DATE

RECORDING

SEQ: #2022_____

FEE: _____

STATE OF ARIZONA }
} SS.
COUNTY OF PIMA }

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.



TOWN OF MARANA APPROVALS

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

MARANA PLANNING MANAGER 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 _____, 2022.

CLERK OF THE TOWN OF MARANA

ASSURED WATER SUPPLY

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

MARANA WATER DIRECTOR

FINAL PLAT FOR
GLADDEN FARMS
BLOCK 42

LOTS 1-157 & COMMON AREAS "A", "B-1"-"B-19", & "C-1"-"C-2"

COMMON AREA "A" (PRIVATE STREET)
COMMON AREA "B-1" THRU "B-19" (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "C-1" THRU "C-2" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

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

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2005-001 PRV2106-001

SHEET 1 OF 5

SEQUENCE #2022

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

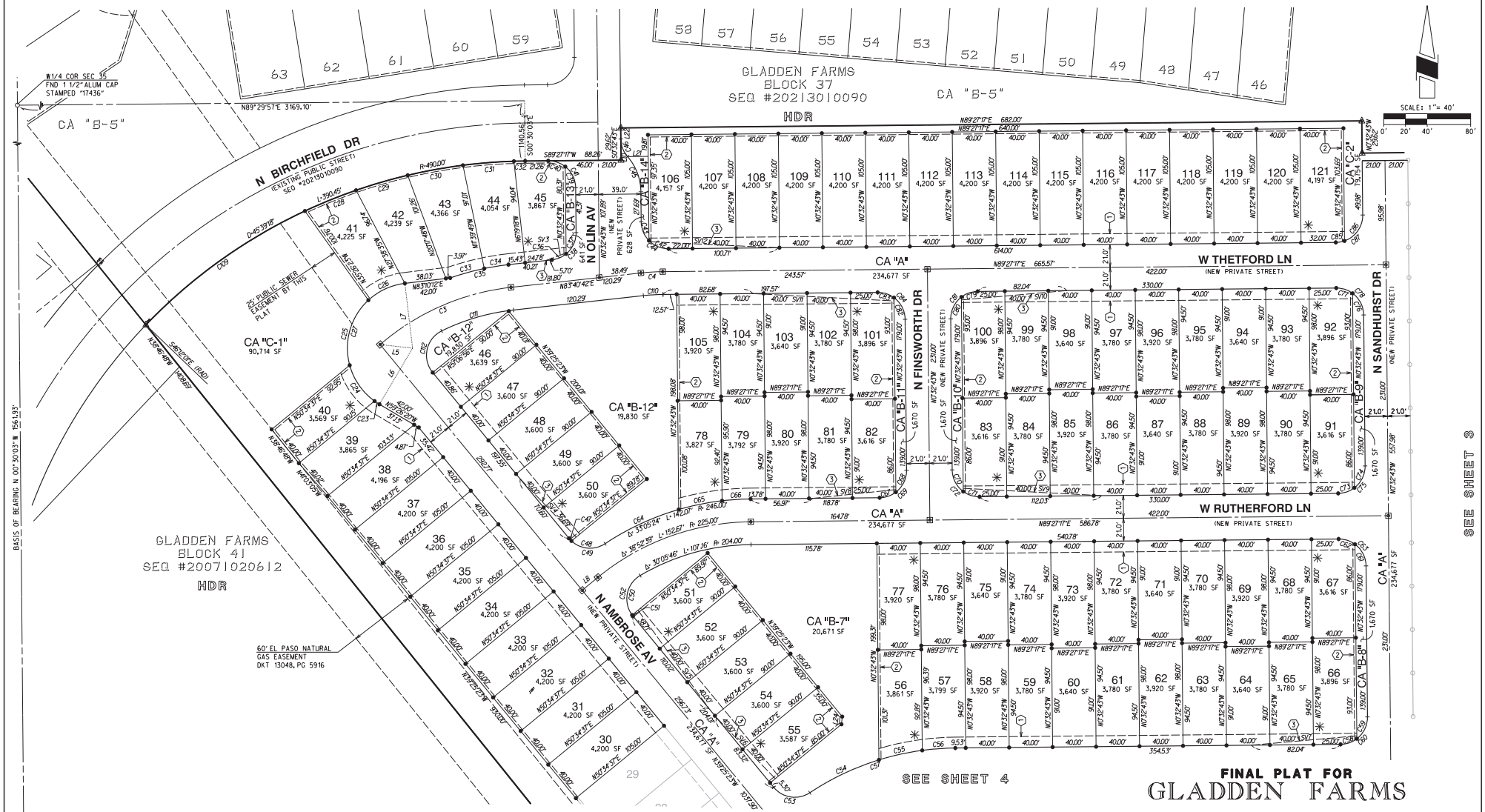
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SEQUENCE #2022_____



SEE SHEET 3 FOR LINE AND CURVE TABLES

KEYNOTES

1. 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOME OWNERS ASSOCIATION STREET TREE LANDSCAPE EASEMENT BY THIS PLAT
2. 1' NO ACCESS EASEMENT BY THIS PLAT
3. PRIVATE SITE VISIBILITY EASEMENT GRANTED TO THE HOMEOWNERS ASOCIATION BY THIS PLAT
4. 10'X10' ELECTRIC EASEMENT BY THIS PLAT

FINAL PLAT FOR
GLADDEN FARMS
BLOCK 42

LOTS 1-157 & COMMON AREAS "A", "B-1"-"B-19", & "C-1"-"C-2"

COMMON AREA "A" (PRIVATE STREET)
COMMON AREA "B-1" THRU "B-19" (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
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BEING A RESUBDIVISION OF A PORTION OF BLOCK 37 AND A PORTION OF BLOCK 42 OF GLADDEN FARMS BLOCKS 28, 31-34, 37, 38, 42 & 43 SEQ #20181100137, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2005-001 PRV2106-001

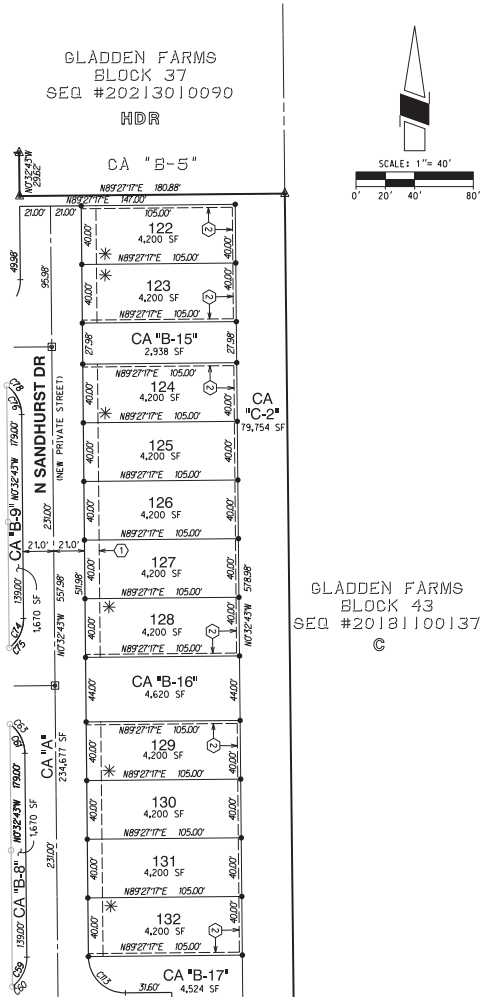
SHEET 2 OF 5

RICK ENGINEERING COMPANY
3945 EAST FORT LOWELL ROAD - SUITE 111
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SEQUENCE #2022



GLADDEN FARMS
BLOCK 43
SEQ #20181100137
©

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	77.46'	225.00'	19°43'34"
C2	82.01'	225.00'	20°52'59"
C3	133.45'	221.00'	34°35'56"
C4	20.16'	200.00'	5°46'34"
C5	23.18'	25.00'	53°07'48"
C6	16.09'	25.00'	36°52'12"
C7	39.27'	25.00'	90°00'00"
C8	33.53'	204.00'	9°25'07"
C9	11.31'	204.00'	3°10'39"
C10	62.31'	204.00'	17°30'00"
C11	107.16'	204.00'	30°05'46"
C12	37.03'	25.00'	84°52'11"
C13	6.07'	25.00'	13°54'43"
C14	43.10'	25.00'	98°46'54"
C15	33.88'	204.00'	9°31'01"
C16	40.26'	204.00'	11°18'28"
C17	26.69'	204.00'	7°29'48"
C18	2.17'	246.00'	0°30'19"
C19	37.03'	246.00'	8°37'27"
C20	37.03'	246.00'	8°37'27"
C21	36.35'	246.00'	8°27'57"
C22	9.02'	246.00'	2°06'07"
C23	5.37'	60.00'	5°07'27"
C24	40.92'	60.00'	39°04'34"
C25	65.50'	60.00'	62°32'38"
C26	37.56'	60.00'	35°51'53"
C27	149.34'	60.00'	142°36'33"
C28	50.83'	490.00'	5°56'38"
C29	49.50'	490.00'	5°47'18"
C30	51.70'	490.00'	6°02'43"
C31	47.04'	490.00'	5°30'00"
C32	10.34'	490.00'	1°12'35"
C33	32.60'	242.00'	7°43'07"
C34	22.56'	242.00'	5°20'31"
C35	55.16'	242.00'	13°03'38"
C36	14.38'	25.00'	32°57'40"
C37	22.37'	25.00'	51°15'46"
C38	36.75'	25.00'	84°13'26"
C39	22.37'	25.00'	51°15'46"
C40	16.90'	25.00'	38°44'14"
C41	39.27'	25.00'	90°00'00"
C42	20.10'	25.00'	46°03'15"
C43	19.17'	25.00'	43°56'44"
C44	39.27'	25.00'	90°00'00"
C45	35.37'	50.00'	40°32'09"
C46	17.69'	25.00'	40°32'09"
C47	3.32'	25.00'	7°36'19"
C48	33.43'	25.00'	76°36'26"
C49	36.74'	25.00'	84°12'45"
C50	41.82'	25.00'	95°50'10"
C51	1.29'	25.00'	2°56'43"
C52	43.10'	25.00'	98°46'54"
C53	36.74'	25.00'	84°12'45"
C54	70.61'	246.00'	16°26'41"
C55	40.92'	246.00'	9°31'53"
C56	30.54'	246.00'	7°06'51"
C57	142.07'	246.00'	33°05'24"

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C58	16.09'	25.00'	36°52'12"
C59	23.18'	25.00'	53°07'48"
C60	39.27'	25.00'	90°00'00"
C61	23.18'	25.00'	53°07'48"
C62	16.09'	25.00'	36°52'12"
C63	39.27'	25.00'	90°00'00"
C64	75.02'	246.00'	17°28'26"
C65	40.78'	246.00'	9°29'51"
C66	26.27'	246.00'	6°07'08"
C67	16.09'	25.00'	36°52'12"
C68	23.18'	25.00'	53°07'48"
C69	39.27'	25.00'	90°00'00"
C70	23.18'	25.00'	53°07'48"
C71	16.09'	25.00'	36°52'12"
C72	39.27'	25.00'	90°00'00"
C73	16.09'	25.00'	36°52'12"
C74	23.18'	25.00'	53°07'48"
C75	39.27'	25.00'	90°00'00"
C76	23.18'	25.00'	53°07'48"
C77	16.09'	25.00'	36°52'12"
C78	39.27'	25.00'	90°00'00"
C79	16.09'	25.00'	36°52'12"
C80	23.18'	25.00'	53°07'48"
C81	39.27'	25.00'	90°00'00"
C82	23.18'	25.00'	53°07'48"
C83	16.09'	25.00'	36°52'12"
C84	39.27'	25.00'	90°00'00"
C85	8.14'	25.00'	18°39'47"
C86	31.13'	25.00'	71°20'13"
C87	39.27'	25.00'	90°00'00"
C88	42.61'	204.00'	11°58'05"
C89	7.28'	204.00'	2°02'42"
C90	57.26'	204.00'	16°04'59"
C91	107.16'	204.00'	30°05'46"
C92	34.76'	25.00'	79°39'45"
C93	8.34'	25.00'	19°07'09"
C94	43.10'	25.00'	98°46'54"
C95	18.42'	246.00'	4°17'24"
C96	43.74'	246.00'	10°11'18"
C97	41.24'	246.00'	9°36'18"
C98	38.67'	246.00'	9°00'25"
C99	142.07'	246.00'	33°05'24"
C100	36.74'	25.00'	84°12'45"
C101	41.46'	35.00'	67°52'15"
C102	12.93'	35.00'	21°09'46"
C103	54.39'	35.00'	89°02'01"
C104	61.56'	25.00'	141°05'12"
C105	81.43'	49.00'	95°12'57"
C106	26.58'	25.00'	60°55'08"
C107	93.21'	204.00'	26°10'49"
C108	72.09'	246.00'	16°47'24"
C109	181.03'	490.00'	21°10'05"
C110	18.05'	179.00'	5°46'34"
C111	69.16'	200.00'	19°48'46"
C112	45.07'	25.00'	103°17'19"
C113	39.27'	25.00'	90°00'00"
C114	136.17'	60.00'	130°01'55"

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	29.70'	N44°27'17"E
L2	60.00'	N70°31'46"W
L3	60.00'	N20°33'41"W
L4	18.67'	N50°34'37"E
L5	30.06'	N83°44'33"W
L6	60.00'	N30°33'40"E
L7	60.00'	N06°49'48"W
L8	18.67'	N50°34'37"E
L9	18.67'	N50°34'37"E
L10	19.44'	N00°32'43"W
L11	14.96'	N45°10'36"W
L12	31.23'	N71°18'24"W
L13	35.41'	N50°49'28"W
L14	40.00'	N39°25'23"W
L15	3.89'	N50°34'37"E
L16	13.31'	N00°32'43"W
L17	6.59'	N39°25'23"W
L18	36.54'	N79°30'02"W
L19	39.76'	N61°35'16"W
L20	7.00'	N00°32'43"W
L21	19.00'	N89°27'17"E
L22	10.18'	N00°32'43"W
L23	9.85'	N22°45'40"E
L24	7.07'	N05°34'37"E

SVT TABLE

SIGHT VIEW LINE TABLE

LINE #	LENGTH	DIRECTION
SV1	127.93'	N43°14'42"W
SV2	42.72'	N52°19'46"W
SV3	21.58'	N69°45'35"E
SV4	74.14'	N43°55'52"W
SV5	111.52'	N35°50'36"W
SV6	83.20'	N43°55'52"W
SV7	97.34'	N84°56'26"E
SV8	77.16'	N83°58'18"E
SV9	127.28'	N86°58'09"W
SV10	97.34'	N84°56'26"E
SV11	130.14'	N87°02'19"W
SV12	117.79'	S87°20'43"E
SV13	118.44'	N35°50'36"W
SV14	71.17'	N43°55'59"W

GENERAL NOTES - CONTINUED

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

24. PER THE DEVELOPMENT AGREEMENT 6.6 BANK PROTECTION, IN COMPLIANCE WITH CONDITION 16 OF ORDINANCE NO. 99.02, DEVELOPER SHALL PAY $500 PER ACRE OF AFFECTED PROPERTY FOR BANK PROECTION AS SET FORTH HERINAFTER. THEREFORE, THE TOTAL OBLIGATION OF DEVELOPER FOR THE PROJECT IS $316,640 ($500 X 633.28 AFFECTED ACRES). EACH RESIDENTIAL OR COMMERCIAL SUBDIVISION PLAT SHALL BE REQUIRED TO PAY THEIR TOTAL OBLIGATION OF $18,625.88 PER BLOCK. PRIOR TO RELEASE OF ASSURANCES FOR THAT BLOCK, WITHIN BLOCKS THAT ARE NOT SUBDIVIDED AND DEVELOPMENT PLAN IS THE ONLY PROCESS. THE OBLIGATION FOR THOSE BLOCKS SHALL BE PAID PRIOR TO DEVELOPMENT PLAN APPROVAL.

KEYNOTES

1. 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOME OWNERS ASSOCIATION STREET TREE LANDSCAPE EASEMENT BY THIS PLAT
2. 1' NO ACCESS EASEMENT BY THIS PLAT
3. PRIVATE SITE VISIBILITY EASEMENT GRANTED TO THE HOMEOWNERS ASSOCIATION BY THIS PLAT
4. 10'X10' ELECTRIC EASEMENT BY THIS PLAT

FINAL PLAT FOR
GLADDEN FARMS
BLOCK 42

LOTS 1-157 & COMMON AREAS "A", "B-1"-"B-19", & "C-1"-"C-2"

COMMON AREA "A": (PRIVATE STREET)
COMMON AREA "B-1" THRU "B-19": (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "C-1" THRU "C-2": (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

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

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2005-001 PRV2106-001

SHEET 3 OF 5

SEQUENCE #2022

RICK ENGINEERING COMPANY
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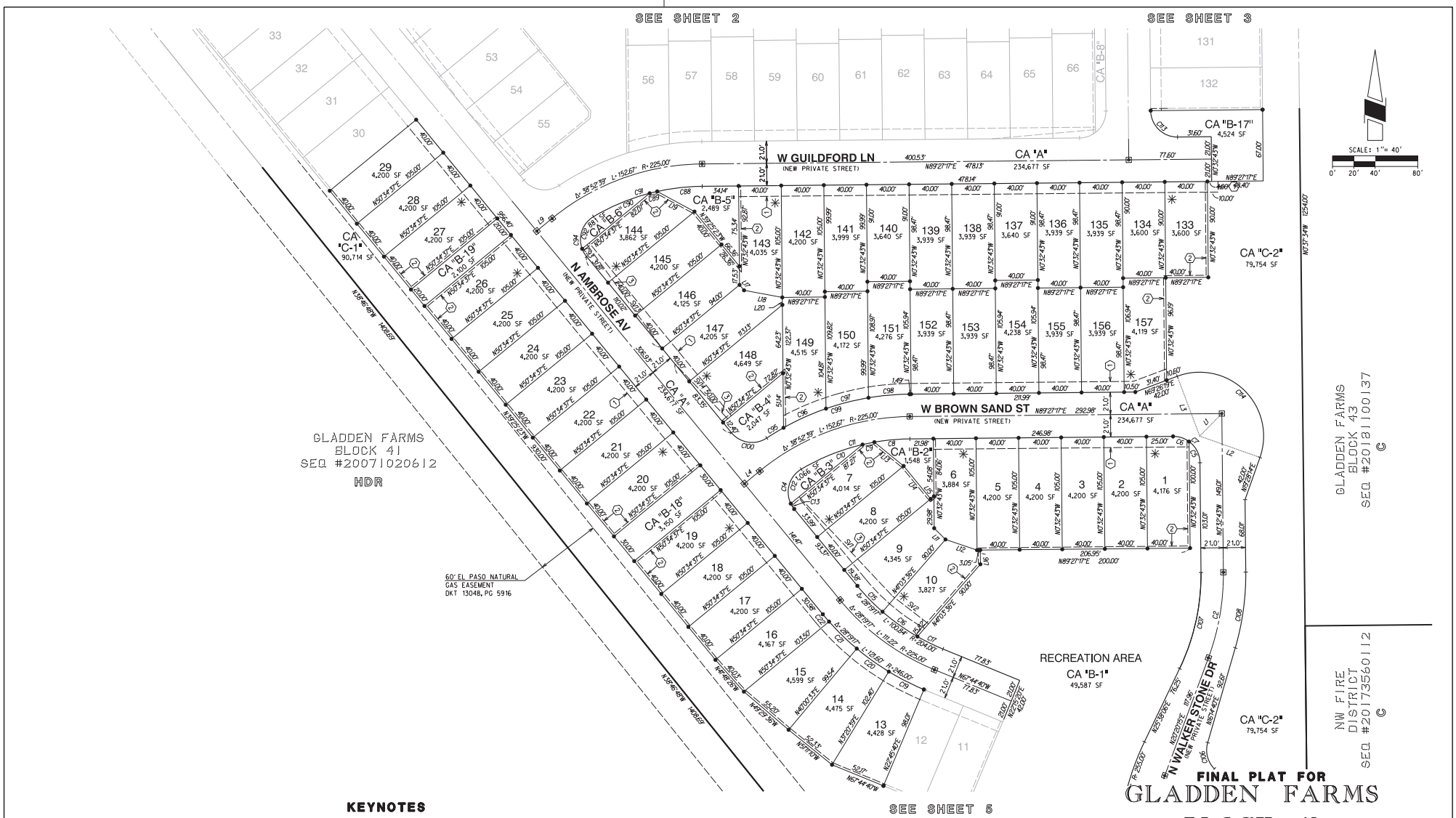
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SEQUENCE #2022



KEYNOTES

1. 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOME OWNERS ASSOCIATION STREET TREE LANDSCAPE EASEMENT BY THIS PLAT
2. 1' NO ACCESS EASEMENT BY THIS PLAT
3. PRIVATE SITE VISIBILITY EASEMENT GRANTED TO THE HOMEOWNERS ASSOCIATION BY THIS PLAT
4. 10'X10' ELECTRIC EASEMENT BY THIS PLAT

SEE SHEET 3 FOR LINE AND CURVE TABLES

FINAL PLAT FOR GLADDEN FARMS

BLOCK 42

LOTS 1-157 & COMMON AREAS "A", "B-1"-"B-19", & "C-1"-"C-2"

COMMON AREA "A": (PRIVATE STREET)
COMMON AREA "B-1" THRU "B-19": (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "C-1" THRU "C-2": (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

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

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2005-001 PRV2106-001

SHEET 4 OF 5

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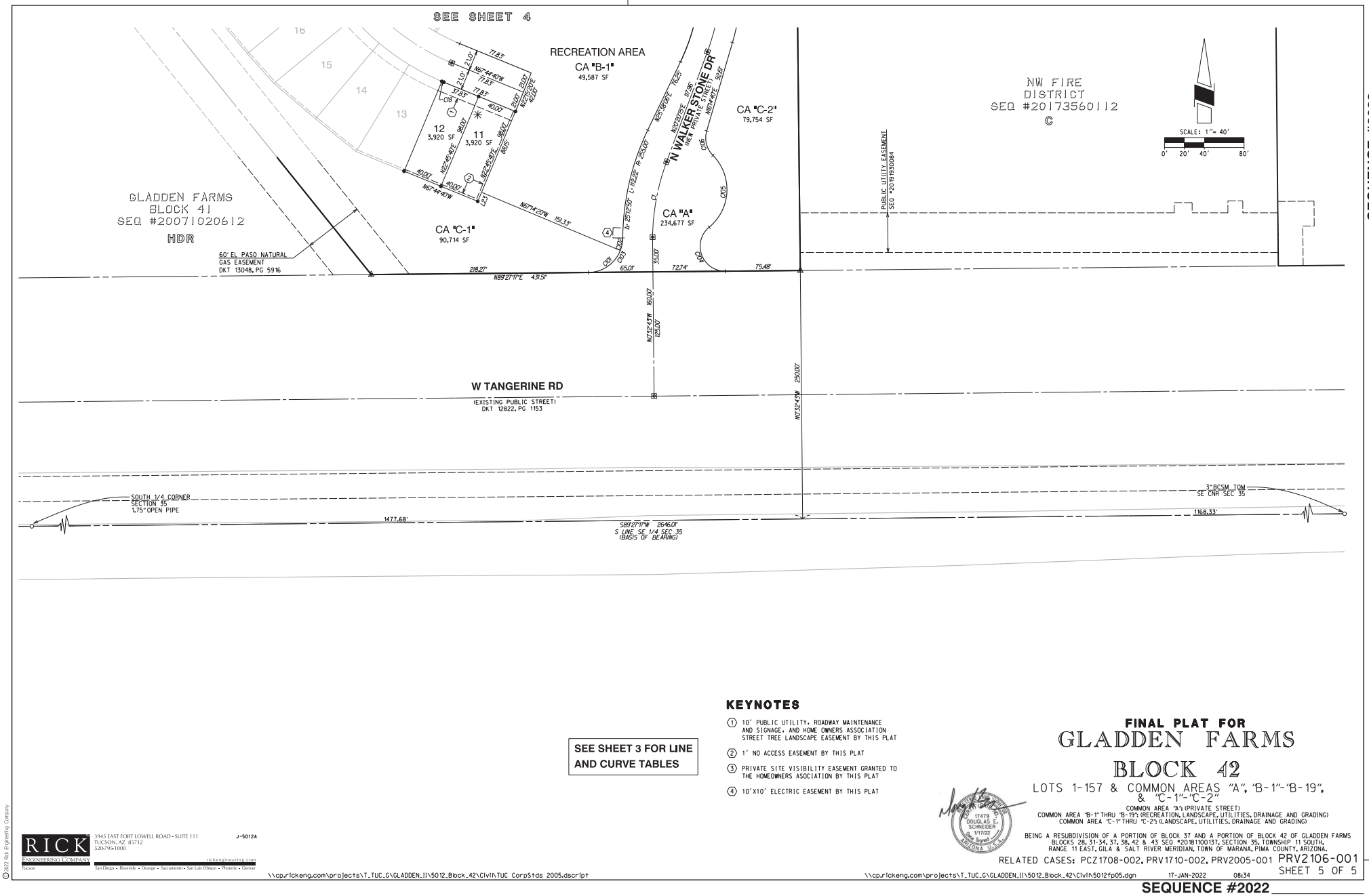
RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
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SEQUENCE #2022

SEQUENCE #2022



SEE SHEET 3 FOR LINE AND CURVE TABLES

KEYNOTES

1. 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOME OWNERS ASSOCIATION STREET TREE LANDSCAPE EASEMENT BY THIS PLAT
2. 1' NO ACCESS EASEMENT BY THIS PLAT
3. PRIVATE SITE VISIBILITY EASEMENT GRANTED TO THE HOMEOWNERS ASOCIATION BY THIS PLAT
4. 10'X10' ELECTRIC EASEMENT BY THIS PLAT

FINAL PLAT FOR

GLADDEN FARMS

BLOCK 42

LOTS 1-157 & COMMON AREAS "A", "B-1"-"B-19", & "C-1"-"C-2"

COMMON AREA "A" (PRIVATE STREET)
COMMON AREA "B-1" THRU "B-19" (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "C-1" THRU "C-2" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

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

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2005-001 PRV2106-001

SHEET 5 OF 5

SEQUENCE #2022

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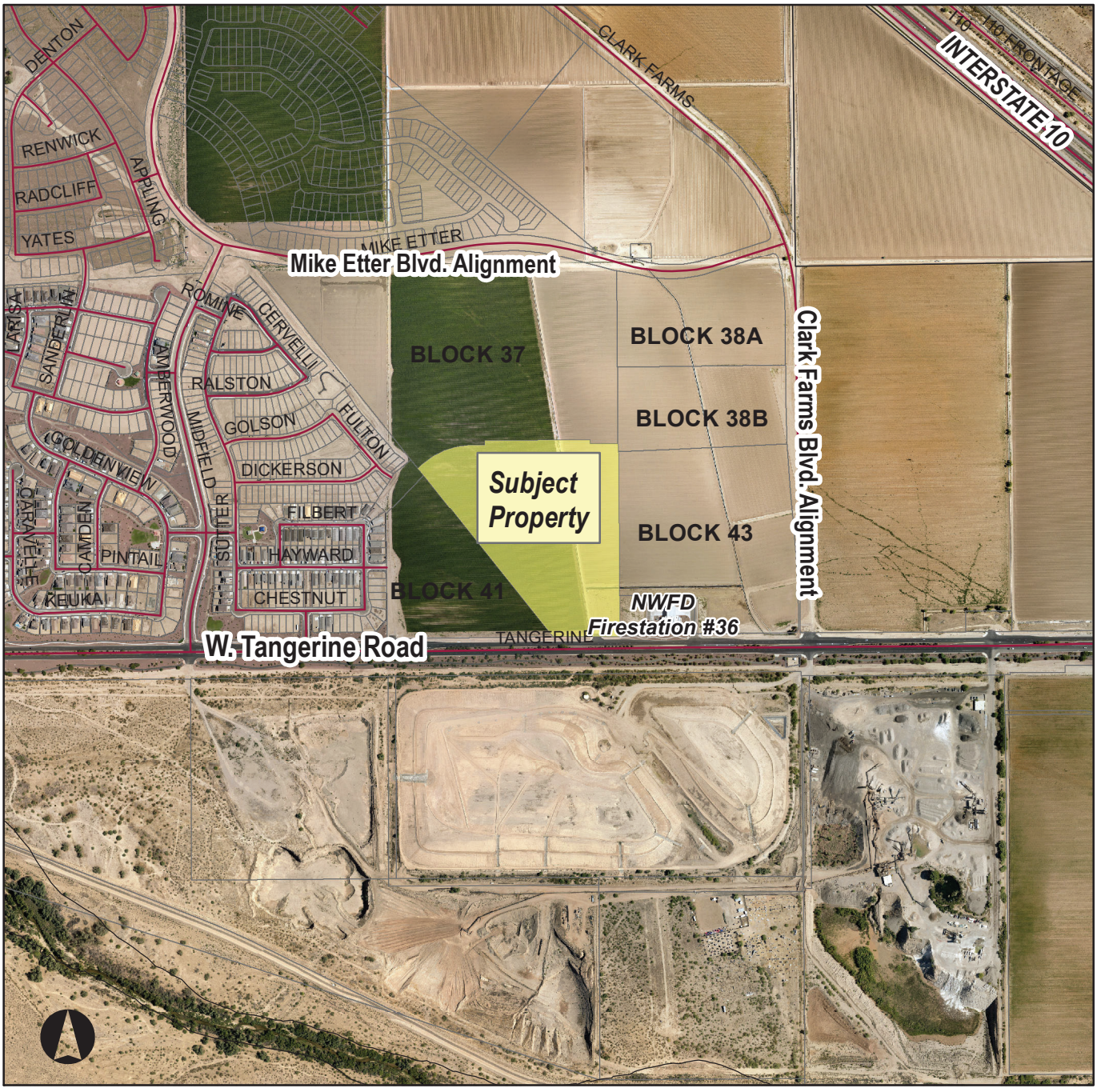
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SEQUENCE #2022



Data Disclaimer: The Town of Marana provides this map information
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MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Gladden Farms Block 42 Final Plat	
Description of Project: Detached Single Family Residential Subdivision	Number of Lots: 157
Parcel No.(s): 217-54-343A	Gross Area (Acres): 26.517
Project Address: 10404 W. Tangerine Road	
Ref. Project No.: PRV2005-001	

CONTACT INFORMATION

Owner: Fid. Nat. Trust Title TR 60423 Attn: Crown West	Contact Name: Dean Wingert		
Address: 333 E. Wetmore Rd., #250	City: Tucson	State: AZ	Zip: 85732
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: 85732
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: 85732
Email: bpaton@rickengineering.com	Phone No.: (520) 795-1000		

OWNER/APPLICANT AUTHORIZATION

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

Steven Vasquez	Steven E. Vasquez	6/7/2021
Applicant Name (PRINT)	Signature	Date

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

Revision Date 03/29/2019

Council-Regular Meeting C8

Meeting Date: 03/15/2022

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: March 15, 2022

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2022-022: Relating to Intergovernmental Relations; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana, Northwest Fire District and Marana Unified School District No. 6 for development review and inspection, facility use and general cooperation (Libby Shelton)

Discussion:

The Town of Marana has long valued its cooperative relationships with Northwest Fire District (NWFD) and the Marana Unified School District (MUSD). The three entities have partnered many times in the past on the development of public and private facilities, and continue to work on finding innovative ways to serve their common constituents.

In 2010, the three parties entered into a "tri-party" intergovernmental agreement (IGA) to formalize relationships with each other regarding several functional areas, most notably development services and facility use. The IGA formalized the policy and procedural elements related to these services as provided by the three entities to each other, as well as any costs that should be incurred as a result. In general, the IGA committed all three governments to waiving development services and facility use charges for each other in an effort to work cooperatively and minimize the overall cost of government to taxpayers.

The most recent iteration of the IGA expires on March 18, 2022; however, the Town,

NWFD and MUSD have negotiated a new proposed IGA, almost identical to the original, to continue this commitment for another four-year period. Each entity will present the proposed IGA to its governing board for approval.

Financial Impact:

Staff does not anticipate a significant financial impact from the renewal of this IGA. The IGA minimizes the overall cost of government to taxpayers.

Staff Recommendation:

Staff recommends approval of the tri-party IGA.

Suggested Motion:

I move to adopt Resolution No. 2022-022, approving and authorizing the Mayor to execute an Intergovernmental Agreement among the Town of Marana, Northwest Fire District and Marana Unified School District No. 6 for development review and inspection, facility use and general cooperation.

Attachments

Resolution No. 2022-022

Exhibit A to Resolution No. 2022-022

MARANA RESOLUTION NO. 2022-022

RELATING TO INTERGOVERNMENTAL RELATIONS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA, NORTHWEST FIRE DISTRICT AND MARANA UNIFIED SCHOOL DISTRICT NO. 6 FOR DEVELOPMENT REVIEW AND INSPECTION, FACILITY USE AND GENERAL COOPERATION

WHEREAS the Town of Marana (the "Town") uses Marana Unified School District No. 6 ("MUSD") public facilities for its programs and services; and

WHEREAS the Town and MUSD obtain development review, permitting and inspection services from Northwest Fire District ("NWFD") for their respective public facilities; and

WHEREAS NWFD and MUSD obtain development review, permitting and inspection services from the Town for their respective public facilities; and

WHEREAS NWFD, the Town and MUSD seek to establish guidelines relating to the development and use of public facilities in the town limits of the Town; and

WHEREAS NWFD, the Town and MUSD desire to work cooperatively to provide excellent governmental services to their common constituents; and

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

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

SECTION 1. Approving the intergovernmental agreement between the Town of Marana, Northwest Fire District and Marana Unified School District No. 6 attached to this resolution as Exhibit A, and authorizing the Mayor to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of March, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT
AMONG
TOWN OF MARANA, NORTHWEST FIRE DISTRICT, and MARANA UNIFIED SCHOOL DISTRICT NO. 6
FOR
DEVELOPMENT REVIEW AND INSPECTION, FACILITY USE, AND GENERAL COOPERATION

This intergovernmental agreement ("Agreement") is entered into by and among TOWN OF MARANA, an Arizona municipal corporation ("Town"), MARANA UNIFIED SCHOOL DISTRICT NO. 6, a political subdivision of the state of Arizona ("School District"), and NORTHWEST FIRE DISTRICT, an Arizona special taxing district ("Fire District"). Town, School District and Fire District are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

I. Recitals

A. Town, School District and Fire District may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952.

B. The School District and Fire District are authorized by A.R.S. § 15-342 (13) and A.R.S. § 48-805 (B) (17) (a), respectively, to enter into intergovernmental agreements and contracts with other governing bodies as provided in A.R.S. § 11-952.

C. Town and School District are authorized by A.R.S. § 15-364 to expend public monies and enter into agreements with each other for the operation and joint use of recreational facilities on properties used for school purposes under the control of the School District.

D. School District is authorized by A.R.S. § 15-363 to contract with Town to operate school buildings and grounds for the purpose of providing a public play and recreation center and may organize and conduct such recreation activities which contribute to the physical, mental and moral welfare of youths residing in the vicinity.

E. Town, School District and Fire District serve citizens and further the public interest by permitting common use of their facilities, personnel, equipment and services in order to minimize expense to their common citizens, improve service delivery and provide enhanced resources to the community for the benefit of their common citizens.

F. Municipalities, school districts and special taxing districts may enter into agreements to establish responsibilities relating to the review of development plans, issuance of various permits and construction of new facilities.

G. It is the desire of the Parties hereto that Town and Fire District permit and inspect the construction of new school, municipal and fire facilities and the remodeling of existing facilities within the geographic limits of Town.

H. Town, School District and Fire District desire to establish the responsibilities of all Parties in the development review process.

I. School District provides Town use of School District facilities at little or no charge as a benefit to the community and the Town determines it is in the public interest to consider the benefit of such use in the imposition of fees by Town for development review and inspection of new school facilities and remodeling of existing facilities.

J. Fire District provides Town use of development review and inspection staff at little or no charge as a benefit to the community and Town determines it is in the public interest to consider the benefit of such use in the imposition of fees by Town for development review and inspection of new fire facilities and remodeling of existing facilities.

K. It is the desire of the Parties, recognizing that they serve the same citizens, that they cooperate by charging each other only for those legally mandated costs and those direct, out-of-pocket expenses while otherwise allowing Town, School District and Fire District use of each other's facilities at no charge.

II. Definitions

A. "Mandatory Charge" means a Town impact fee or charge not prohibited by A.R.S. § 9-500.18 which the Town, by statute, contract, bond indenture, or code is required to charge.

B. "Out-of-Pocket Costs" shall include those direct costs incurred by Town, School District or Fire District over and above normal operating costs budgeted for and expended by each Party. The intent of this definition is to reimburse only those additional direct costs each Party incurs from providing services or facilities to the other. Examples of such costs would include:

(1) The cost to one Party for custodial time related directly to services provided for the needs of another Party.

(2) The cost to one Party for contracting out expedited services related to the construction projects of another Party.

(3) The cost of utilities incurred by one Party outside normal use that is directly related to services of another Party. Such utility costs shall not be considered "Out-of-Pocket Costs" as long as they remain approximately equal to the value of in-kind services provided by the Parties to each other pursuant to this Agreement. If at some point in the future the Parties agree that the cost of utilities under this subparagraph exceeds the value of the in-kind services, then the Parties shall determine mutually acceptable utility costs.

(4) The labor and equipment cost to one Party to repair damages to facilities related directly to services provided for the needs of another Party.

III. Covenants

A. Town's Obligations: Town recognizes that prompt development review and inspection services assist School District and Fire District in performing their constitutionally and statutorily mandated duties. The Town agrees to:

(1) Provide all building, mechanical, electrical, plumbing, and Americans with Disabilities Act related inspections, review and permitting services to School District and Fire District to enable compliance with the provisions of A.R.S. § 34-461.

(2) Provide development plan review and land use review services to School District and Fire District to enable compliance with the provisions of the Town's general plan, land development code, and related land use ordinances, including landscaping and onsite parking requirements. Town, in providing such review, shall recognize School District's and Fire District's obligations under the Constitution of the State of Arizona to provide services to all residents within their respective boundaries and shall not apply its land development code, site plan requirements and related land use ordinances in such a manner that would interfere with School District's or Fire District's responsibilities to meet their respective constitutional mandates. Town shall require that School District submit development plans for review, but shall also recognize that School District is not required to obtain Town approval for the location of schools and other facilities or the size, configuration, or shape of School District buildings.

(3) Provide administrative plan review and engineering review services to School District and Fire District for offsite improvements consisting of streets, drainage, right-of-way and traffic control to comply with the provisions of Town's development codes and infrastructure guidelines.

(4) Provide administrative utility plans review services to School District and Fire District to enable compliance with Title 14 of the Marana Town Code. Town services shall consist of reviewing School District's and Fire District's respective connections from their meters to Town's utility lines and the construction of all offsite utility lines required to provide utility services consisting of Water to School District and Fire District facilities.

(5) Provide administrative utility plan review services to School District and Fire District to enable compliance with Town standards. Town services shall consist of reviewing School District's and Fire District's respective construction of all offsite utility lines required to provide wastewater utility services consisting of wastewater to School District and Fire District facilities.

(6) Charge School District and Fire District no fees or assessments related to building development and cooperate with School District and Fire District in permitting use of Town facilities and services, as determined by Town, to the extent legally permissible at no cost other than Mandatory Charges as set forth in this Agreement and direct Out-of-Pocket Costs incurred by Town. School District and Fire District recognize

that Town may have certain facilities that may have limited use due to Town's governmental functions and responsibilities.

(a) In consideration of School District's and Fire District's obligations under the terms of this Agreement, Town shall charge the School District and Fire District only the following Mandatory Charges:

(i) Administrative utility plans review, connection, inspection, and any other utility-related applicable development fees.
(ii) Any development-related fee that the Town charges that is pursuant to an intergovernmental agreement between the Town and a third political subdivision or party.
(iii) Any development-related fees charged to Town by consulting or contracted reviewers relating to plans submitted to Town by Fire District or School District. Town shall have discretion as to which plans are reviewed by consulting or contracted reviewers.
(iv) Any applicable impact fees.

(b) The Mandatory Charges may be modified by Town from time to time upon notice to School District and Fire District in the manner required for the amendment of development fees by Town pursuant to A.R.S. § 9-463.05. Such modified fees shall not be applicable to any project on file with Town on the date that the new fees become effective. For purposes of this provision, "project" means a development application submitted by School District or Fire District to Town proposing to construct a new facility or to remodel an existing facility.

(c) The Mandatory Charges expressly do not include any of the following charges:

(i) Building permit fees
(ii) Plan review fees, except as specified in § III(A)(6) of this Agreement
(iii) Grading/drainage inspection/permit fees
(iv) Off-site improvement permit fees
(v) Conditional Use Permit application fees
(vi) Site Plan application fees
(vii) Right-of-way review/permit fees

(7) Waive facility rent for School District and Fire District use of Town facilities pursuant to a schedule formulated annually. In all cases, Town's own use of its facilities shall take precedence.

(8) Permit School District and Fire District to use, at no charge, Town's buildings and facilities as determined by Town, subject to Town Council's adopted policies and use guidelines and in accordance with the terms of specific permits and agreements between School District or Fire District and Town for the use of the buildings and facilities. School District and Fire District recognize that Town may limit use of sites due to need or function.

(a) Town shall be solely responsible for all repair and maintenance of Town facilities. School District, Fire District and Town agree that the decisions on maintenance and repair of Town facilities are non-delegable decisions of the Town. However, School District and Fire District shall be responsible for the costs of any repairs that are necessary and directly attributable to their respective uses of Town facilities.

(b) School District and Fire District shall be responsible for the costs of utility, janitorial, and security services at Town facilities where the need for such services is directly attributable to respective uses by School District and Fire District.

(9) Pay School District or Fire District all Out-of-Pocket Costs incurred by School District or Fire District, respectively, in the performance of this Agreement which are properly billed to Town.

B. School District's Obligations: School District recognizes that use of its buildings and facilities for Town and Fire District programs and services benefits the entire community. The School District agrees to:

(1) Comply with the provisions of Town's general plan but shall be exempt from Town's zoning ordinance and related development ordinances, unless State statute or regulation has preempted Town's review, and shall ensure that its construction meets minimum code standards.

(2) Submit, for review by Town, development plans for construction or renovation of School District facilities.

(3) Comply with the provisions of Town's building codes, engineering and plan review codes, infrastructure guidelines, utility codes and development rules and/or the terms of this Agreement, in the same manner as any private party, subject to the preemption of Town's review by State statute or regulation.

(4) Comply with any additional development provisions enacted by Fire District, including but not limited to: fire codes, engineering and plan review codes, infrastructure guidelines, utility codes and development rules and/or the terms of this Agreement, in the same manner as any private party, subject to the preemption of Fire District's review by State statute or regulation.

(5) Pay Mandatory Charges imposed by Town and Fire District for performance of the services under the Town Obligations and Fire District Obligations sections of this Agreement. In exchange for Town's and Fire District's waivers of all other charges imposed by Town and Fire District for all related and expansion fees under Town Obligations and Fire District Obligations sections of this Agreement, School District shall waive facility rent for Town and Fire District use of School District facilities pursuant to a schedule formulated annually. In all cases, School District's own use of its facilities shall take precedence.

(6) Permit Town and Fire District to use at no charge School District's buildings and facilities as determined by School District, subject to School District Governing Board's adopted policies and use guidelines and in accordance with the terms of specific permits and agreements between Town, Fire District and School District for the use of the buildings and facilities. Town and Fire District recognize that School District may limit use of sites due to school overcrowding, need or function.

(a) This permission shall specifically include certain outdoor School District facilities, including tracks, courts and athletic fields.

(b) School District buildings and facilities shall be available for use by Town and Fire District throughout the calendar year.

(c) School District shall be solely responsible for all repair and maintenance of School District facilities. School District, Fire District and Town agree that the decisions on maintenance and repair of School District facilities are non-delegable decisions of School District. However, Town and Fire District shall be responsible for the costs of any repairs that are necessary and directly attributable to their respective uses of School District facilities.

(d) Town and Fire District shall be responsible for the costs of utility, janitorial, and security services at School District facilities where the need for such services is directly attributable to respective uses by Town and Fire District.

C. Fire District's Obligations: Fire District recognizes that prompt development review and inspection services assist School District and Town in performing their constitutionally and statutorily mandated duties. Fire District agrees to:

(1) Provide all appropriate fire prevention, mechanical, electrical, plumbing, engineering, infrastructure, utility and development inspections, review and permitting services to School District and Town to enable compliance with the provisions of A.R.S. § 34-461.

(2) Provide administrative site plan review services to School District and Town to enable compliance with the provisions of the Town's fire code and related codes and ordinances. Fire District, in providing such review, shall recognize School District's and Town's obligations under the Constitution of the State of Arizona to provide services to all residents within their respective boundaries and shall apply the fire code and related codes and ordinances to ensure the minimum fire safety requirements for new and existing buildings, facilities, storage and processes are in compliance in accordance with the fire code and local amendments.

(3) Provide at least one qualified employee to Town for on-site plan review, consultation with Town staff, Town pre-application meetings and other such activities relating to development, as requested by the Town. Town shall provide the Fire District employee with a work station and supplies at the Marana Municipal Complex, 11555 West Civic Center Drive, Marana, Arizona, 85653.

(4) Charge School District and Town no fees or assessments related to building development and cooperate with School District and Town in permitting use of Fire District facilities and services, as determined by Fire District, to the extent legally permissible at no cost other than Mandatory Charges as set forth in this Agreement and direct Out-of-Pocket Costs incurred by Fire District. School District and Town recognize that Fire District may have certain facilities that may have limited use due to Fire District's governmental functions and responsibilities.

(a) In consideration of School District's and Town's obligations under the terms of this Agreement, Fire District shall charge School District and Town only the following Mandatory Charges:

(i) Any development-related fee that Fire District charges that is pursuant to an intergovernmental agreement between the Fire District and a third political subdivision or party.
(ii) Any development-related fees charged to Fire District by consulting or contracted reviewers relating to plans submitted to Fire District by Town or School District. Fire District shall have discretion as to which plans are reviewed by consulting or contracted reviewers.

(b) The Mandatory Charges may be modified by Fire District from time to time upon notice to the School District and Town and upon adoption and/or amendment of a fee schedule in the manner required by A.R.S. § 48-805. Such modified fees shall not be applicable to any project on file with the Fire District or Town on the date that the new fees become effective. For purposes of this provision, "project" means a development application submitted by School District or Town to Fire District proposing to construct a new facility or to remodel an existing facility.

(c) The Mandatory Charges expressly do not include any of the following charges:

(i) Permit fees
(ii) Inspection fees
(iii) Plan review fees, except as specified in § III(C)(4) of this Agreement
(iv) Plan or submittal application fees

(5) Waive facility rent for School District and Town use of Fire District facilities pursuant to a schedule formulated annually. In all cases, Fire District's own use of its facilities shall take precedence.

(6) Permit School District and Town to use, at no charge, Fire District's buildings and facilities as determined by Fire District, subject to Fire District Governing Board's adopted policies and use guidelines and in accordance with the terms of specific permits and agreements between School District or Town and Fire District for the use of the buildings and facilities. School District and Town recognize that Fire District may limit use of sites due to need or function.

(a) Fire District shall be solely responsible for all repair and maintenance of Fire District facilities. School District, Fire District and Town agree that the decisions on maintenance and repair of Fire District facilities are non-delegable decisions of Fire District. However, School District and Town shall be responsible for the costs of any repairs that are necessary and directly attributable to their respective uses of Fire District facilities.

(b) School District and Town shall be responsible for the costs of utility, janitorial, and security services at Fire District facilities where the need for such services is directly attributable to respective uses by School District and Town.

(7) Pay School District or Town all Out-of-Pocket Costs incurred by School District or Town, respectively, in the performance of this Agreement which are properly billed to Fire District.

D. Priority Use of Facilities: School District, Fire District and Town shall work cooperatively to reserve facilities. All Parties agree that each Party will have priority use of its own facilities. Second priority in the use of facilities will be all Town programs approved by the School District which are part of Town's Parks and Recreation programming. Third priority in the use of facilities will be all Town, School District or Fire District programs which are not a part of Town's Parks and Recreation programming. Town, School District and Fire District will make requests for facility use at least two weeks before the date the facility is needed.

E. Cash Handling: Town is authorized on behalf of the Fire District to collect and remit payment for services rendered by Fire District for development review, inspection and permitting. Town shall remit all payment collected on behalf of Fire District to Fire District no later than the 15th day of the month following the month in which payment was collected.

F. Mobile Stage: Fire District and School District are permitted to use the Town's mobile stage at no cost within their respective district corporate boundaries.

IV. Notices

Notices required or permitted hereunder shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier service, addressed as follows:

To School District:	District Superintendent Marana Unified School District No. 6 11279 West Grier Road Marana, Arizona 85653
With a Copy To:	Lisa Anne Smith, Esq. Deconcini, McDonald, Yetwin & Lacy, P.C. 2525 East Broadway Road, Suite 200 Tucson, Arizona 85716

To Fire District:	Fire Chief Northwest Fire District 5225 West Massingale Road Tucson, Arizona 85743
With a Copy To:	Thomas Benavidez, Esq. Benavidez Law Group, P.C. 7400 North Oracle Road, Suite 143 Tucson, Arizona 85704
To Town:	Town Manager Town of Marana 11555 West Civic Center Drive Marana, Arizona 85653
With a Copy To:	Town Attorney Town of Marana 11555 West Civic Center Drive Marana, Arizona 85653

Or at any other address designated by School District, Fire District or Town in writing.

V. Term

A. This Agreement is effective March 18, 2022, and shall continue in effect for four years, unless sooner terminated by any Party. Any Party may terminate its participation in this Agreement upon 60 days written notice to all Parties.

B. On or before the anniversary date of this Agreement, on an annual basis, the District Superintendent or his/her designee, Fire Chief or his/her designee and the Town Manager or his/her designee may meet and confer in good faith on the operation of the Agreement and suggest changes, if necessary, for consideration by the governing bodies of School District, Fire District and Town.

VI. Insurance and Indemnification

A. The Parties agree that they shall maintain for the duration of this Agreement policies of public liability insurance sufficient to cover all of their obligations undertaken in the implementation of this Agreement.

B. School District, Fire District and Town shall secure and maintain property insurance coverage protecting their personal property against all risk of physical damage loss for their full replacement cost. School District, Fire District and Town shall obtain similar coverage for any personal property they maintain at each other's facilities pursuant to this Agreement. Unless one of the Parties' personal property is damaged by the actions of another of the Parties or its agents or invitees, School District, Fire District and Town agree to rely on their respective property insurance coverage for all other personal property damages.

C. For purposes of Workers' Compensation, an employee of a Party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this specific Agreement, is deemed to be an employee of both Parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E).

D. To the fullest extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Parties, its officers, officials, employees, agents, volunteers, successors, and assigns (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers, successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee's passive negligence.

VII. Cancellation for Conflict

This Agreement is subject to cancellation in certain conflict of interest situations pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

VIII. Governing Law

A. This Agreement shall be construed and governed in accordance with the laws of the State of Arizona.

B. During the performance of this Agreement, Town, School District and Fire District agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and affirmative action.

IX. Remedy

A. All Parties agree to use good faith efforts to informally resolve disputes arising out of this Agreement.

B. Any Party may pursue any remedies provided by law for breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

X. Waiver

Waiver by any Party of any breach of any term, covenant or condition herein 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 herein contained.

XI. Force Majeure

A Party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the Party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties, order of any government officer or court (excluding orders promulgated by the Parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. Any Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

XII. Miscellaneous Provisions

A. Amendments to this Agreement shall be in writing, signed by all Parties to the Agreement. Formal amendments shall not be needed to notify Parties of address changes, changes in position titles, etc. Such information may be provided via correspondence between the Parties.

B. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

C. If any provision of this Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

D. The Parties warrant that they comply with all federal immigration laws and regulations that relate to their employees and that they comply with A.R.S. § 23-214(A). The Parties acknowledge that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that each of the other Parties retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

E. This Agreement shall supersede any prior intergovernmental agreements, memoranda of understanding or other agreements that two or more of the Parties have entered into to the extent that the provisions of those prior agreements are in conflict with the provisions of this Agreement. This Agreement shall not supersede any prior intergovernmental agreements, memoranda of understanding or other agreements that two or more of the Parties have entered into that are not in conflict with this Agreement.

F. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall operate or be interpreted to expand, increase or extend the jurisdiction of any of the Parties beyond the jurisdiction granted by applicable Arizona law.

G. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

H. The Parties certify, pursuant to A.R.S. 35-393.01, that they will not engage in a boycott of Israel.

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

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

By:_____
Ed Honea, Mayor

Date:_____

ATTEST:

_____
Cherry Lawson, Town Clerk

The "SCHOOL DISTRICT":
MARANA UNIFIED SCHOOL DISTRICT NO. 6, an Arizona political subdivision

By:_____
Dr. Maribel Lopez, Board President

Date:_____

ATTEST:

_____
Brenda Drury, Board Recorder

The "FIRE DISTRICT":
NORTHWEST FIRE DISTRICT., an Arizona special taxing district

By:_____
George Carter, Board Chairman

Date:_____

ATTEST:

_____
Peg Green, Board Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Agreement by and between the Town of Marana, Marana Unified School District No. 6 and Northwest Fire District has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined, for their respective clients, that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Town of Marana:

_____ _____

Jane Fairall, Town Attorney Date

Marana Unified School District No. 6:

_____ _____

John C. Richardson, Attorney for the District Date

Northwest Fire District:

_____ _____

Thomas Benavidez, Attorney for the District Date

Council-Regular Meeting **C9**

Meeting Date: 03/15/2022

To: Mayor and Council

Submitted For: David Udall, Assistant Town Attorney

From: Cherry L. Lawson, Town Clerk

Date: March 15, 2022

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2022-023: Relating to Elections; approving and authorizing the Mayor to sign an intergovernmental agreement between the Town of Marana and Pima County, on behalf of the Pima County Elections Department, for election services (David L. Udall)

Discussion:

The Town of Marana has historically contracted with Pima County for election services for the Town's primary, general, and special elections. The proposed IGA will continue that relationship, with a term expiring on December 31, 2025. As part of the agreement, the Elections Department will provide the Town with, among other things, the following: Election services as requested by the Town Clerk at the applicable cost set forth in Pima County Fee Ordinance 2018-20, a copy of which is included in Exhibit A to the resolution accompanying this agenda item; camera-ready ballot formats, including Spanish translations; and security at polling locations in accordance with Pima County's Elections Security Plan.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Y
Amount:	$50,000

Town Staff includes budget appropriations in annual Town Clerk budgets for the purpose of covering election costs, including costs related to this agreement.

Staff Recommendation:

Staff recommends approval of the election services IGA.

Suggested Motion:

I move to adopt Resolution No. 2022-023, approving and authorizing the Mayor to sign an intergovernmental agreement between the Town of Marana and Pima County, on behalf of the Pima County Elections Department, for election services.

Attachments

Resolution No. 2022-023

Exhibit A to Resolution No. 2022-023

MARANA RESOLUTION NO. 2022-023

RELATING TO ELECTIONS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY, ON BEHALF OF THE PIMA COUNTY ELECTIONS DEPARTMENT, FOR ELECTION SERVICES

WHEREAS Pima County has a comprehensive voting system and certified election officials; and

WHEREAS the Town seeks Pima County's assistance in preparing for and conducting the Town's primary, general, and special elections; and

WHEREAS Pima County, through its Elections Department, is willing to provide election services to the Town based on the terms set forth in the intergovernmental agreement for election services, which is the subject of this resolution; and

WHEREAS the Mayor and Council of the Town of Marana find that this resolution is in the best interests of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Intergovernmental Agreement for Election Services Among the Town of Marana and Pima County, 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 15th day of March, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT
For Election Services
Among the Town of Marana and Pima County

This Intergovernmental Agreement (IGA) is by and among TOWN OF MARANA OF PIMA COUNTY, ARIZONA, a municipal subdivision of the State of Arizona ("the Town") and PIMA COUNTY, a political subdivision of the State of Arizona ("the County"), on behalf of the PIMA COUNTY ELECTIONS DEPARTMENT (the "Elections Department").

WHEREAS, the County of Pima has a comprehensive voting system and certified elections officials; and

WHEREAS, the Town of Marana, an Arizona political subdivision pursuant to A.R.S. §9-231 (A), seeks Pima County's assistance in the preparation and conduct of the Town's primary elections, general elections and special elections;

NOW, THEREFORE, IT IS AGREED by and between the County, on behalf of its Elections Department, and the Town, pursuant to A.R.S. §§ 16-205(C), 16-172, 16-405 *et seq.*, 16-450, 11-251(3), and 11-951, *et seq.,* as follows:

1. **Purpose.** The purpose of this IGA is to provide election services to the Town for the Town's primary elections, general elections and special elections.

2. **County Obligations.** County shall:

   A. Provide election services as requested by the Town Clerk at the applicable cost set forth in Pima County Fee Ordinance 2018-20, which is attached hereto as Exhibit A, or subsequent ordinances amending the Pima County Election's Office Fee Schedule.

   B. Provide final camera-ready ballot formats to the Town, including Spanish language translations, no later than 55 days prior to each election. Upon written notice of a need for a change to the ballot format approved by the Town, the Elections Department shall, if possible, arrange for the corrections to be made by the vendor. The Elections Department will inform the Town of any additional charges incurred.

   C. Prepare and deliver an invoice to the Town from the Elections Department for election costs pursuant to this IGA, within forty-five (45) days after the date of each election. The invoice will be based on the level of service.

   D. Assure that all polling locations (if used) comply with the Americans with Disabilities Act by using the ADA Checklist for Polling Places (2004) published by the U.S. Department of Justice.

   E. Provide security in accordance with Pima County's Elections Security Plan.

3. **Town Obligations.** The Town shall:

   A. Make arrangements with the County for any necessary language translations as required by Section 203 of the Voting Rights Act.

   B. Provide the County Elections Department with the final certified copy of any ballot

issue for a Town election at least 120 days prior to the election, unless a different timeframe is otherwise mutually agreed upon. The final certified copy of the ballot issue will be provided in an electronic format (Microsoft Word).

C. Review and approve the camera-ready ballot formats provided by the Elections Department no more than two (2) business days after receipt. The Town must notify the Elections Department, in writing, of any required changes after the ballot format has been approved.

D. Be responsible for the preparation and distribution of publicity pamphlets, including, but not limited to, any requisite translation, printing and mailing.

E. Pay any and all charges for printing of publicity pamphlet by commercial means directly to the commercial vendor providing such services.

F. Arrange for and publish any and all notices of each election as required by law.

G. Prepare and timely submit any reports required under A.R.S. § 16-409(B).

H. Should the election be challenged or questioned for any reason whatsoever, the Town shall be responsible for defense. This duty shall survive the expiration of the IGA, provided that County shall cooperate with Town in making relevant information and witnesses available upon reasonable request.

I. Within thirty (30) days of date of the invoice, Town shall reimburse County, in full, for invoiced costs of election at the rates set forth in Exhibit A.

J. The Town will, within thirty (30) days of the date of the invoice, pay the Elections Department the actual costs for any changes to ballots incurred by the Elections Department.

K. Any amount invoiced by the County that is not paid thirty (30) days from the date of the invoice shall accrue interest at the rate of ten percent (10%) per annum until paid. The Town expressly acknowledges and agrees that the payments required to be made hereunder constitute valid, binding obligations and authorized debt of the Town.

4. **Term.** This IGA must be approved and signed by both parties. This IGA shall terminate on December 31, 2025. Any modification or time extension of this IGA shall be by formal written amendment and executed by the parties hereto.

6. **Hold Harmless Clause.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

7. **Compliance with Applicable Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be

brought in an Arizona court in Pima County. Any changes in the governing laws, rules and regulations during the terms of this IGA shall apply but do not require an amendment.

8. **Non-Discrimination**. Neither party will discriminate against the other party's employee, client or any other individual in any way involved with, the other party, because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this IGA. Both parties agree to comply with the provisions of A.R.S. §41-1463 and of Executive Order 75-5, as amended by Executive Order 2009-09, which are incorporated into this IGA by reference, as is set forth in full herein.

9. **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.

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

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

12. **Non-Appropriation**. Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the County Board of Supervisors or Town does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County or Town shall have no further obligation other than for payment for services rendered prior to cancellation.

13. **Legal Authority**. Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, declares that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

14. **Worker's Compensation**. Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility of the payment of Worker's Compensation benefits or other fringe benefits of said employees.

15. **No Joint Venture**. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Town employees, or between the Town and any County employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other party, including (without limitation) any other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

16. **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 any party to the IGA by imposing any standard of care different from the standard of care imposed by law.

17. **Resolution of Conflicting Needs.** In the event conflict arises between the County and Fire District over the use of voting equipment, vote tallying equipment, or County elections personnel, County shall have priority, but shall make reasonable efforts to reconcile conflicts so that neither party will suffer as a consequence of conflict.

18. **Notice**. Any notice required pursuant to this IGA shall be given to:

County:

Jan Lesher
Acting County Administrator
130 W. Congress St., 10th Floor
Tucson, AZ 85701
Phone: (520) 724-8661
Fax: (520) 724-8171

Mary Martinson
Interim Elections Director
6550 S. Country Club
Tucson, AZ 85756
Phone: (520) 724-6830
Fax: (520) 724-6870

Melissa Manriquez
Clerk of the Board of Supervisors
130 W. Congress St., 5th Floor
Tucson, AZ 85701
Phone: (520) 724-8449
Fax: (520) 222-0448

Town:

Cherry Lawson
Town Clerk, Town of Marana
11555 W Civic Center Drive
Marana, AZ 85653
Phone: (520) 382-1961
Fax: (520) 382-1901

19. **Termination.** Either party may terminate this IGA at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, any real or personal property belonging to either party and furnished pursuant to this IGA, shall be returned to the furnishing party. Any funds of Town paid to County in accordance with this IGA and not encumbered at the time of termination shall be refunded to Town and, if Town terminates, Town shall pay any and all costs of County incurred up to the date of termination or as a result of termination.

20. **Immigration.** A.R.S. § 41-4401 prohibits government entities from entering into an agreement with any other government entity contractor or subcontractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, each party agrees that:

1. Party and each subcontractor it uses warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with §23-214, subsection A.

2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

3. Each Party retains the legal right to inspect the papers of the Party or subcontractor employee(s) who work(s) on this Agreement to ensure that Party or subcontractor is complying with the warranty under paragraph 1.

21. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

Commercial General Liability in the amount of $2,000,000.00 combined single limit Bodily Injury and Property Damage.
Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage.
If this Contract involves professional services, professional liability insurance in the amount of $1,000,000.00.
If required by law, workers' compensation coverage including employees' liability coverage.
Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
The above requirement may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this article.

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

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on this _____ day of _____, 2022.

PIMA COUNTY:

_____
Chair, Board of Supervisors Date

ATTEST:

_____
Clerk of the Board of Supervisors Date

APPROVED AS TO CONTENT:

Mary E Martinson 02/10/222
Elections Director Date

TOWN OF MARANA:

_____
Ed Honea, Mayor Date

ATTEST:

_____
Cherry Lawson, Town Clerk Date

APPROVED AS TO CONTENT:

_____
Jane Fairall, Town Attorney Date

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

PIMA COUNTY:

02/07/2022

Deputy County Attorney Date

TOWN OF MARANA:

Jane Fairall, Town Attorney Date

EXIBIT A

PIMA COUNTY FEE SCHEDULE APPROVED JUNE 19, 2018

LEVEL 1. FULL SERVICE ELECTION

1. Salaries/Benefits:

Permanent Employees:

Total hourly rate for all Permanent Employees x the total number of hours = total cost. The total cost x 1.1011 = The Total Adjusted Cost. Total Adjusted Cost divided by the total number of registered voters for all jurisdictions = unit price. Unit price x total number of registered voters for each jurisdiction = total salaries and benefits per jurisdiction.

Temporary Employees:

Total hourly rate for all Temporary Employees hired to work elections x total number of hours (regular & overtime @ time and one-half) = total cost. Total cost x 1.1011 = Total Adjusted Cost. Total Adjusted Cost divided by total number of registered voters for all jurisdictions = unit price. Unit price x total number of registered voters for each jurisdiction = total Temporary Employee cost.

Poll Worker pay:

Actual cost unless there is more than one election within a precinct. If more than one election is being held within a precinct, the formula is as follows: Total cost divided by the total number of registered voters for all jurisdictions = unit price. Unit price x the total number of registered voters in each jurisdiction = total cost per jurisdiction.

There are 8 Poll Workers per board in each precinct.

- Inspector: $200.00
- Judge of the Opposite Party: $170.00
- Judge of the Same Party: $155.00
- Marshal: $155.00
- Clerks: $155.00 each (4 clerks per polling place)

Special training for certain or all Poll Workers may be necessary for training on new equipment, new legislation, new procedures, etc. - $50 per Poll Worker per day of training.

Law enforcement (Used at the discretion of the Pima County Election's Director):
Actual cost.

Technical Support Team – Actual Cost.

Audit Board pay:

Audit Board members will receive $75 per election.

Auditors pay:

Auditors (County employees) will receive $200 per election.

Receiving Board Members:
Receiving Board Members will receive $120 per election.

Inspection Board Members:
Inspection Board Members will receive $160 per election.

Logic and Accuracy Certification Board pay:
Logic and Accuracy Certification Board members will receive $150.00 for their service in the conduct of the logic and accuracy test(s) and an additional $150.00 for their service on Election Day and post-Election Day.

Overtime:
Total number of overtime hours worked at time and one-half. Total cost of overtime divided by the total number of registered voters in all jurisdictions = unit price. Unit price x total number of registered voters in each jurisdiction = total cost per jurisdiction.

2. Early Ballot & Provisional Ballot Processing expenses:

This cost will be implemented for any election with a combined total of 50,000 or more registered voters. This cost will be implemented at the discretion of the Pima County Elections Department.

1 – $75.00 minimum fee for 1 – 200 Early Ballots and Provisional Ballots.
2 – Over 200 Early Ballots and Provisional Ballots – the cost is $.50 per ballot.

3. Ballot Printing: Actual cost (includes Early Ballots and Election Day Ballots).

4. Advertising: Actual cost if County submits the advertisement.

5. TSX Programing: Actual Cost

6. Professional Services:

Postage: Actual cost.
Printing: Actual cost.
Sort, label & mail: Actual cost.
Translations: Actual cost.

7. Computer:

Total number of hours x $65.00 = total cost of counting ballots (this includes Early Ballots, Election Day Ballot results and Provisional Ballots).
Total cost divided by the total number of ballots cast for all jurisdictions = unit price. Unit price x total number of ballots cast for each jurisdiction = total cost per jurisdiction.

8. Building Rental: Actual cost of polling place and class instruction facilities.

9. Precinct package preparation fee:

   $300 per package x total number of voting areas per jurisdiction. (Package includes supply box, Touch Screen and ballot box.)

10. Other:

    Voting Booth Rental: $10.00 per booth.
    Handicapped Booth: $12.00 per booth.
    Miscellaneous charges: Other charge(s) incurred related to the conduct of the election. Charges may include cost of mileage, vehicle rental, photocopies, maps, cellular phone call charges, etc.

11. Replacement Costs: Actual cost.

LEVEL 2. CONSOLIDATED ELECTIONS

Any jurisdiction may choose to have its election combined with any countywide election. A fee of 75 cents* per registered voter will apply.

The seventy-five cent fee covers the following services:

- Poll Worker recruitment, training and service
- Polling Place acquisition and use
- Sample Ballot printing and postage
- Translation services
- Early and Provisional Ballot processing
- All supplies
- Supply delivery and pickup
- Law Enforcement
- Technical Support
- Election night processing and tabulation

If an election is held during a countywide Primary Election, the jurisdiction will pay actual cost of additional ballots needed. Any additional services requested by the jurisdiction are provided on actual cost basis.

*Any jurisdiction that has 300 or less registered voters will not be charged the fee for a consolidated election. If a water district that has 300 or less registered voters chooses to have a property owner ballot, the district will pay the 75-cent fee plus the actual additional charges incurred with property owner ballots.

LEVEL 3. NON-GOVERNMENTAL ELECTIONS

A non-governmental organization may have assistance from the Pima County Elections Department in conducting an election. A flat fee of $1,200 will apply. The Pima County Elections Department may provide services for Student Body Elections at no charge.

The $1,200 covers the following services:

Ballot Layout:

The organization must provide the Pima County Elections Department with ballot language no later than 45 days prior to the election. If the ballot language is not provided within 45 days, the Pima County Elections Department will not do the ballot layout. The organization is responsible for printing ballots. The Pima County Elections Department will provide a suggested printing company's name, telephone number and address at the request of the organization.

Sample Ballot & Publicity Pamphlet:

The jurisdiction is responsible for preparing and printing any sample ballot or publicity pamphlet.

Poll Worker Acquisition & Training:

The Pima County Elections Department will not recruit Poll Workers, nor will they staff a polling place. The Pima County Elections Department will train Poll Workers, at the request of the organization. The Pima County Elections Department will supply lists of Poll Workers in the area at the request of the organization. The jurisdiction is responsible for acquiring a facility for Poll Worker training.

Ballot Tabulation:

The Pima County Elections Department will provide ballot tabulation during normal business hours at the Pima County Elections Department Office. Tabulation must be completed by the close of business.

Polling Place Facilities:

The jurisdiction is responsible for acquiring the facility for voting on Election Day. This includes setup and cleanup of facility.

Non-Governmental Elections will not include Touch Screen Voting Devices.

PRICE LIST

MAPS: Maps printed by an outside printer will be sold at actual cost.

PHOTO COPIES: Photo copies are $.35 per page. If a document is two-sided and copies are two-sided, the cost is $.35 per side.

RESEARCH FEES: A research fee will be assessed at the price of $25.00 per hour (one-hour minimum) for any information more than two calendar years old.

ELECTION RESULTS: Election results are available on electronic media and are $10.00 per device.

Council-Regular Meeting **C10**

Meeting Date: 03/15/2022

To: Mayor and Council

From: David Udall, Assistant Town Attorney

Date: March 15, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-024: Relating to Utilities; approving and authorizing the Mayor to sign the First Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract between the Town and Mandarina Holdings, LLC (David L. Udall)

Discussion:

On February 2, 2021, the Marana Town Council adopted Resolution No. 2021-011, approving and authorizing the Mayor to sign a water infrastructure construction agreement for Mandarina offsite water pursuant to section 14-4-3 of the Marana Town Code (the Original Agreement). Under the Original Agreement, the developer is required to construct certain water infrastructure improvements in accordance with the required plans, specifications, and materials outlined in the Water Plan for Mandarina Offsite Public 16" Water (the Facility Plan).

The developer is currently in the process of completing the construction work for the water infrastructure and has run into technical difficulties related to underground boring work needed to run a water line and casing underneath I-10 and the railroad north of the Tangerine Road from the east side of I-10 to the west side. As the developer bored underneath I-10 from the east, the boring equipment was not able to reach far enough and stopped west of the railroad.

To solve the problem, the developer has proposed to start a second bore from the west side of I-10 and meet the current bore in the middle. The allowable offset of the casing proposed by the contractor and its engineer is larger than what is allowed by the

engineering standards generally utilized in the region. As a result, the developer has requested a modification to the Water Department's engineering standards and the Facility Plan. After careful review, the Water Department is willing to allow for the requested modification in exchange for an amendment to the Original Agreement that provides for a warranty guaranteeing the construction work for two years instead of one.

The developer is willing to enter into an amended agreement for this purpose in exchange for the modification. Because the developer was desirous to continue construction activities without delay, and because the Original Agreement may only be amended upon approval by the Marana Town Council, the developer and the Town entered into an interim agreement on February 28, 2022 allowing the developer to proceed with construction activities involving the modification at its own risk, pending approval of this amendment to the Original Agreement. For reference, a copy of the interim agreement is included in the backup materials accompanying this agenda item.

If approved, this resolution will allow the Mayor to sign the first amendment to the Original Agreement, which amends the definition of the Facility Plan to include the requested modification and extends the warranty on the construction work from one year to two years. All other terms of the original agreement will remain the same.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2022-024, approving and authorizing the Mayor to sign the First Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract between the Town and Mandarina Holdings, LLC.

Suggested Motion:

I move to adopt Resolution No. 2022-024, approving and authorizing the Mayor to sign the First Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract between the Town and Mandarina Holdings, LLC.

Attachments

Resolution No. 2022-024

Exhibit A to Resolution No. 2022-024

Interim Agreement

MARANA RESOLUTION NO. 2022-024

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT TO TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT BETWEEN THE TOWN AND MANDARINA HOLDINGS, LLC

WHEREAS on February 2, 2021, the Marana Town Council adopted Resolution No. 2021-011, approving and authorizing the Mayor to sign Town of Marana Agreement for Construction of Water Facilities Under Private Contract, recorded in the Office of the Pima County Recorder on February 5, 2021 at Sequence No. 20210360145 (the Original Agreement); and

WHEREAS pursuant to the Original Agreement, Mandarina Holdings, LLC (the Developer) is required to construct certain water infrastructure improvements in accordance with the required plans, specifications, and materials outlined in the Water Plan for Mandarina Offsite Public 16" Water (the Facility Plan); and

WHEREAS the Developer has experienced technical difficulties in its efforts to complete the construction work and, as a result, has requested a modification to the Town of Marana Water Department's engineering standards and to the Facility Plan; and

WHEREAS the Town is willing to allow for the requested modification in exchange for an extension of the warranty guaranteeing the construction work; and

WHEREAS the amendment to the Original Agreement that is the subject of this resolution amends the Original Agreement to include the requested modification in the definition of "Facility Plan" (as defined in the Original Agreement) and extends the warranty guaranteeing the construction work from one year to two years; and

WHEREAS the Mayor and Council of the Town of Marana find that this resolution is in the best interests of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the First Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract, 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 15th day of March, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

FIRST AMENDMENT TO TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

Mandarina Offsite Water

THIS FIRST AMENDMENT (this "First Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and MANDARINA HOLDINGS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The Town and the Developer entered into a Town of Marana Agreement for Construction of Water Facilities Under Private Contract for construction of offsite water infrastructure for the Mandarina development (the "Subject Property," as defined in the Original Agreement), recorded in the Office of the Pima County Recorder on February 5, 2021 at Sequence No. 20210360145 (the "Original Agreement").

B. As a condition of securing water service from the Town for the Subject Property, the Original Agreement requires the Developer to install those certain water infrastructure improvements (the "Developer-Installed Facility," as defined in the Original Agreement) in accordance with the required plans, specifications, and materials as outlined and depicted in the Water Plan for Mandarina Offsite Public 16" Water, (the "Facility Plan," as defined in the Original Agreement).

C. Construction and installation of the Developer-Installed Facility in accordance with the Facility Plan, including without limitation all labor, materials, equipment, supplies, and tools required for the construction and installation, is referred to in the Original Agreement as the "Work."

D. The Original Agreement requires the Developer to perform the Work. The Developer is currently in the process of performing the Work and has recently experienced technical difficulties associated with it.

E. Paragraph 5.2 of the Original Agreement provides that the Developer guarantees the Work to be free from all failures due to poor workmanship or materials for a period of one year from the date of the Town's final acceptance of the Work.

F. The Developer has requested a modification to the Town of Marana Water Department's engineering standards and the Facility Plan in order to solve the technical difficulties (the "Modification"). The Modification is described in the Casing Design Analysis dated February 21, 2022, prepared by Tantalean Consuling PLLC, and attached and incorporated within this First Amendment as **Exhibit A.** After careful review, the Water Department is willing to allow the Modification in exchange for an amendment to the Original Agreement that provides for a two-year warranty for the Work instead of one. The Developer is willing to amend the agreement for this purpose in exchange for the Modification.

G. The Original Agreement may only be amended upon approval by the Marana Town Council. The Developer has desired to continue construction activities without delay. As a result, on February 28, 2022, the Developer and the Town entered into an Interim Agreement Pending Amendment to the Town of Marana Agreement for Construction of Water Facilities Under Private Contract, which is on file in the office of the Town of Marana Water Department (the "Interim Agreement"). The Interim Agreement allows the Developer to proceed with construction activities involving the Modification at its own risk pending approval of this First Amendment by the Marana Town Council.

AGREEMENT

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

1. **The Facility Plan.** Recital D of the Original Agreement is replaced with the following:

> As a condition of securing water service from the Town for the Subject Property, the Developer agrees to install those certain water infrastructure improvements (the "Developer-Installed Facility") in accordance with the required plans, specifications, and materials as outlined and depicted in the Water Plan for Mandarina Offsite Public 16" Water, Zone X Transmission Main, Plan No. ENG 2004-003, sealed by Robert J. Iannarino on August 6, 2020 and approved by the Town of Marana Water Director on August 18, 2020, and the Casing Design Analysis dated February 21, 2022, prepared by Tantalean Consuling PLLC (together, the "Facility Plan"), which are on file in the office of the Town of Marana Water Department.

2. **Extended warranty.** Paragraph 5.2 of the Original Agreement is replaced with the following:

> *Two-year warranty.* The Developer guarantees the Work to be free from all failures due to poor workmanship or materials for a period of two years from the date of the Town's final acceptance of the Work.

3. **Effect on Original Agreement.** Except as expressly modified in this First

Amendment, the terms, provisions, and obligations of the Original Agreement shall remain unchanged and shall remain in full force and effect.

4. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

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

THE "TOWN":

THE TOWN OF MARANA, an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date:_____

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

THE "DEVELOPER":

MANDARINA HOLDINGS, LLC, an Arizona limited liability company

By:_____
Karl N. Huish, Manager

Date: March 3, 2022

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me on this 3 day of March, 2022 by Karl N. Huish, the Manager of MANDARINA HOLDINGS, LLC, an Arizona limited liability company, on its behalf.

(Seal)

HANNAH JUNE MARTIN
Notary Public
Commission Number 583950
Expires: June 6, 2024
Maricopa County

Hannah June Martin
Notary Public

EXHIBIT A

TO FIRST AMENDMENT TO TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

Mandarina Offsite Water

GRANITE™

Granite Construction Company
P.O. BOX 27557
Tucson, AZ 85726

CONTRACTOR TRANSMITTAL LETTER

To:	Town of Marana Water & Sewer	**Date:**	February 22, 2022
Attention:	King Lai	**Granite Document No.:**	1121348-029.04
Email:	klai@maranaaz.gov	**Transmittal No(s).:**	029.02
Phone:	(520) 382-2575	**Response Needed by:**	February 24, 2022

Regarding: Horizontal Boring Water Bore Intermediate Receiving Pit Connection Details-Proposed

Requested by:

Name:	Armando Valero
Email:	Armando.valero@gcinc.com
Phone:	520-260-3903

We are sending you:

- ☒ Attached
- ☐ Shop Drawings
- ☐ Product Data
- ☐ Certifications
- ☐ Samples
- ☐ Billings
- ☐ Request for Information
- ☐ Change Order
- ☒ Other

Via:

☐ Hand Delivered ☒ Email ☐ Express Mail ☐ Regular Mail ☐ Fax

For your:

☒ Review & Approval ☐ Records

Copies	Date	Submittal No.	Specification No.	Description	Use Line Items
01	02/22/22	29.04	RWRD 100 & SD 800	Intermediate Receiving Pit Connection Details	

Document	Description	Specification Ref.	Intended Use
1	Work Plan Detailing Connection at Proposed Intermediate Water Bore Receiving Pit	Tucson Water SD 800 & RWRD 100	Sewer & Water Bore Process

Remarks:

Please review

Copies to:

Granite Construction Company

By: Armando Valero

**** If enclosures are not as noted, kindly notify us at once**

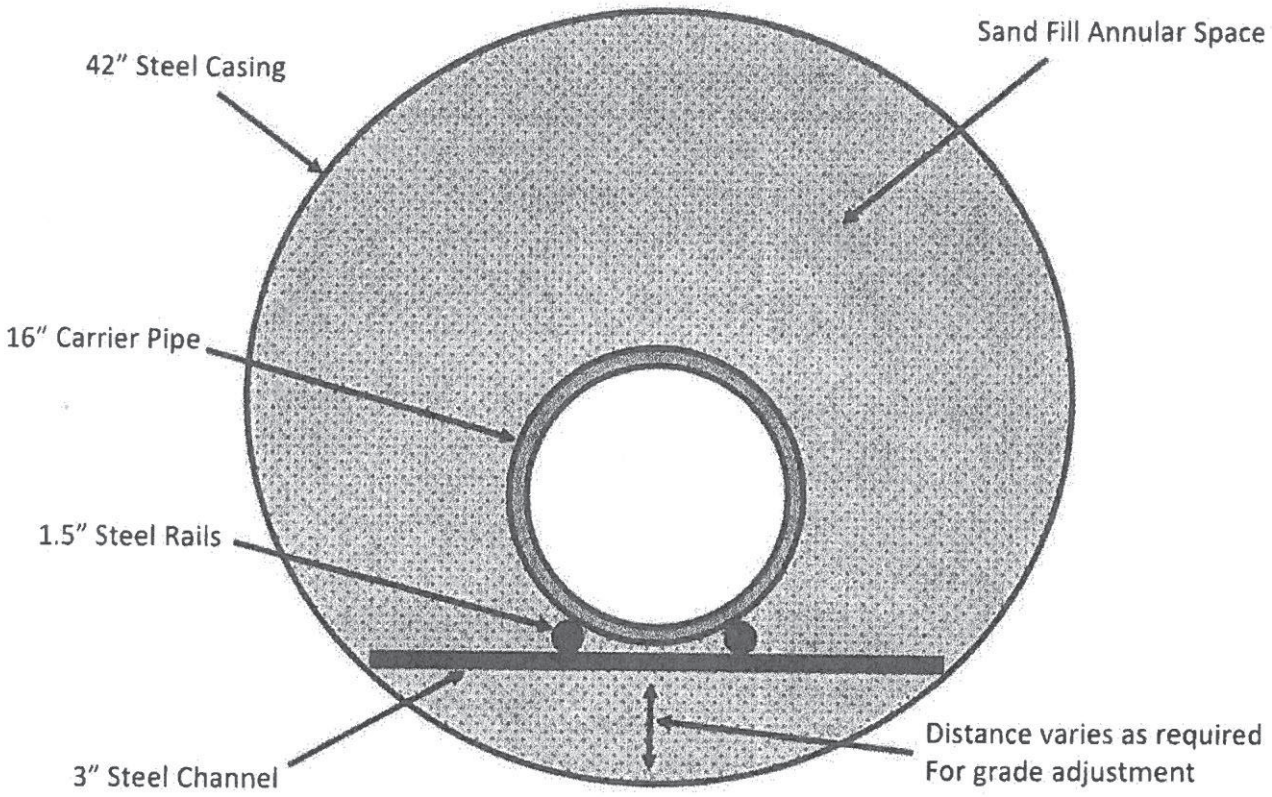
February 21, 2022

Re: Mandarina Offsite (Steel Rails Submittal—Water)

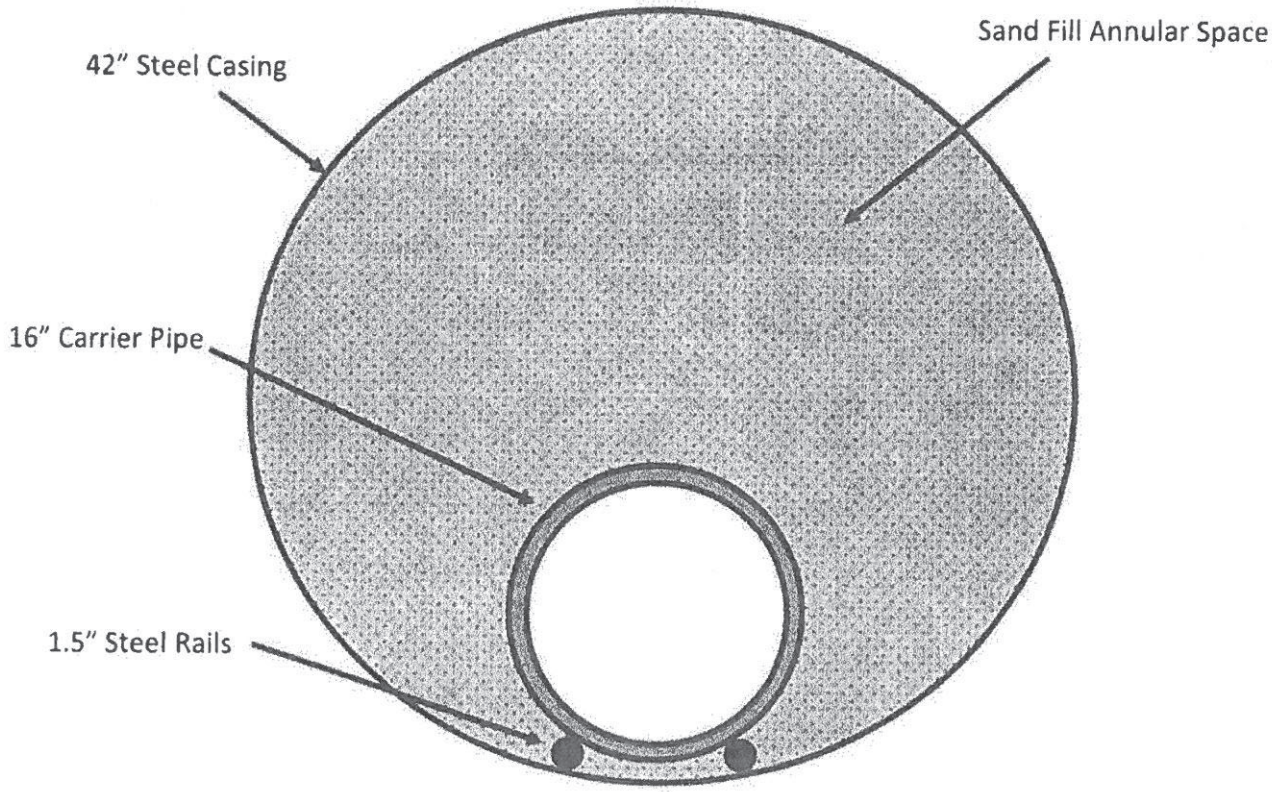
SUMMARY SHEET

- Steel Rails System—Scenario "A" and "B"
- Sand Fill Submittal
- Sand Fill Material Submittal
- Casing Variance Analysis

Steel Rails System



(To be used in the event that carrier pipe is required to be closest to the bottom of invert)



HORIZONTAL BORING

SAND FILL - SUBMITTAL

(Annular Space)

A ¼" minus sand material is used to fill the annular space between the carrier pipe and the steel casing pipe. We use this method so that the pipe is not affected by grout floating the carrier pipe. It is pneumatically blown full in the annular space prior to the end plug placement. A 750 CFM minimum air compressor with an HB converted Reed Gunite machine is used to place the blown annular sand fill material.

The ¼" minus sand material is blown through a 2" PVC pipe is placed at the top of the steel casing. Once the steel casing is jacked in place, 3" steel pipe couplings are then welded to the top of the casing to be used as hangers, with ten-foot separation. The 2" PVC is pushed through the welded couplings from end to end, the pit end is then used to start the sand fill operation. We start blowing from the pit end into the face until the casing is filled. Removing the 2" PVC as needed to fill the annular space in a continuous operation. As the casing is filled the sections of PVC are removed, with continued observation of the blown sand face. This procedure enables us to make sure that the casing is correctly filled as the operation progresses.

Once the steel casing is sand filled, we secure each end of the casing. We do this by grout filling the ends of the steel casing; this secures the space between the carrier pipe and steel casing at each end of the casing.

SAND FILL MATERIAL SUBMITTAL

CALPORTLAND®

Statistical Analysis 04/27/2018 - 01/31/2019
CalPortland 111A-Orange Grove 1124-Birds Eye

Sample Id	Date	Status	3/8" (9.5mm) (%)	1/4" (6.3mm) (%)	#4 (4.75mm) (%)	#8 (2.36mm) (%)	#16 (1.18mm) (%)	#30 (0.6mm) (%)	#40 (0.425mm) (%)	#50 (0.3mm) (%)	#100 (0.15mm) (%)	#200 (75µm) (%)	Pan (%)
1969933350	04/27/2018 15:55				97	28	7	5	4	3	2	1.8	0.0
1814161374	01/17/2019 14:04		100	99	86	6	6	6	1	1	1	0.2	0.0
1270388977	01/31/2019 13:59		100	100	95	26	5	2	2	1	1	0.4	0.0

	3/8" (9.5mm) (%)	1/4" (6.3mm) (%)	#4 (4.75mm) (%)	#8 (2.36mm) (%)	#16 (1.18mm) (%)	#30 (0.6mm) (%)	#40 (0.425mm) (%)	#50 (0.3mm) (%)	#100 (0.15mm) (%)	#200 (75µm) (%)	Pan (%)
Count	2	2	3	3	3	3	3	3	3	3	3
Min	100	99	86	6	5	2	1	1	1	0.2	0.0
Max	100	100	97	28	7	6	4	3	2	1.8	0.0
Range	0	1	11	22	2	4	3	2	1	1.6	0.0
Mean	100	100	93	20	6	4	2	2	1	0.8	0.0
Median	100	100	95	26	6	5	2	1	1	0.4	0.0
St Dev	0.0	0.7	5.9	12.2	1.0	2.1	1.5	1.2	0.6	0.87	0.00
CV	0.0	0.7	6.3	60.8	16.7	48.0	65.5	69.3	43.3	108.97	
PWS											

Query

Query Selections
Date Created 02/15/2019
Date Range 02/15/2018 - 02/15/2019
Plant 111A-Orange Grove
Product 1124-Birds Eye
Limit Auto-Compute
Number Of Tests 30

Passing: 3
Failures: 0
Conformance: 100.0 %
Non-Conformance: 0.0 %

SONORAN SALES COMPANY

22-004T

TOWN OF MARANA

MANDARINA OFFSITE WATER

Project No. ENG2004-003

CASING DESIGN ANALYSIS

GRANITE CONSTRUCTION

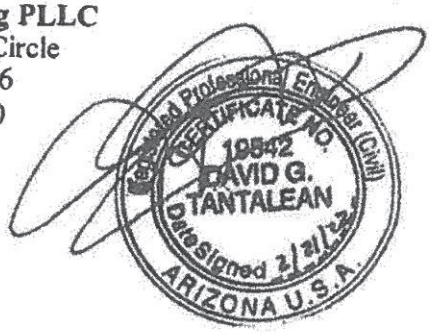
HORIZONTAL BORING LLC

2402 S. 16th AVE
Phoenix, AZ 85007

Prepared By

Tantalean Consulting PLLC
4721 E. Harmony Circle
Mesa, AZ 85206
(602) 418-9360

Revision 2



5 Pages
21-Feb-22

SONORAN SALES COMPANY

42" OD STEEL PIPE CASING
MANDARINA OFFSITE WATER

22-004T

SUMMARY

41" ID Welded steel pipe casing;

External loads due to the soil weight on the pipe, presented on the design submittal page 3.

The designed methodology followed was as outlined by AWWA Design manual M11 Chapter 5 "External Loads on Buried Pipe".

The design methodology follows the Marston Load Theory to calculate the soil induced loads which calculates a prism load on the pipe and the Iowa deflection formula to determine the horizontal ring deflection of the steel cylinder.

The Iowa deflection formula = load/(Pipe stiffness + Soil Stiffness).

The load is the prism load on the pipe.

The pipe stiffness is EI (Modulus of elasticity for steel x the transverse moment of inertia per unit length of the pipe wall).

The soil stiffness E' for the soil encountered on the project is 3800 psi; as shown on table 5-3 of Chapter 5 AWWA M11 as derived by Hartley and Duncan.

Any void must be grouted with a material that has a minimum compressive strength of 4,500 psi

The unit weight for the calculations use was 120 pcf the

The external Load on the pipe is 12,040 lbs./ft. the allowable external load capacity of the 42" pipe with a 3% deflection is 31,846 lb./ft. Per AWWA M11 allowable deflection is not to exceed 3% therefore the casing exceeds this requirement.

Jacking Forces exerted on the pipe, presented on the design submittal page 4.

The jack and bore operation will excavate a diameter larger than the OD of the pipe of 1 ½".

The maximum jacking load is 500,000 lbs.

The welded steel pipe has minimum yield of 35Ksi and has a cross sectional area 66.76 sq. in., therefore the maximum applied jacking load is less than the allowable axial load and provides a FS of 2.34.

The friction load to overcome the pipe weight and the soil weight (soil weight for this analysis is calculated based on "Coefficient of Pressure for Tunnel Design" by Winterorn & Fang) is equal to 99.07 KSI, equipment has 5 times more capacity, therefore meeting the requirement of having a reserve of 20% more capacity than the theoretical jacking load.

Casing misalignment layout, presented on the design submittal page 5.

The jack and bore operation by tunneling from two different directions into the intermediate bore pit could be possible misalign by up to 6".

This condition was layout on page 5 to show that the misalignment can be accommodated by fabricating on site to 2.06 degree one cut miter elbows as shown on the layout

This elbows would be fabricated in accordance with AWWA C208 as layout on page 5.

The 16" DIP allows up to 5 degrees of pull at the joints, actual pull is only 1.42 degrees; which would allow for the slight off center position on the casing as it approached the intermediate pit; as you can see from the layout on page 5 the DIP line will be back on centerline of the casing 40ft away on each direction from the misalign area.

The steel casing is not allowed to be more than 0.048 degree per joint out off alignment as is tunneled. This translates to a maximum deflection of 0.40" per 40' section of casing that can be beveled as is pushed into the tunnel.

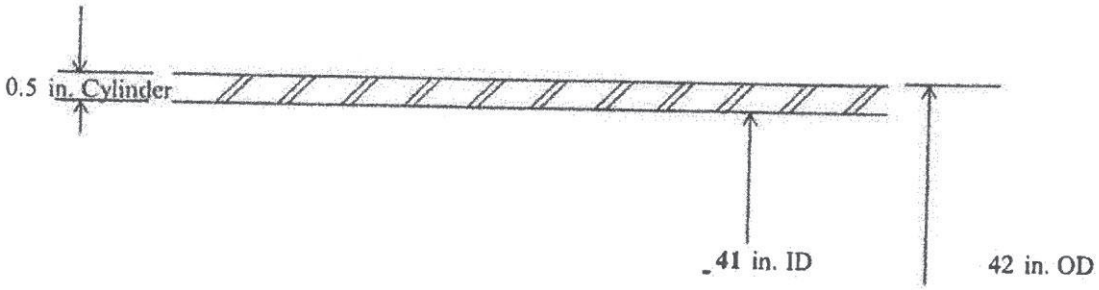
428 S. Gilbert Road #112
Phone : (602) 418-9360
Gilbert, AZ 85296
www.sonoransalescompany.com
david@sonoransalescompany.com

SONORAN SALES COMPANY

42" OD STEEL PIPE CASING
MANDARINA OFFSITE WATER

Design references:
1. AWWA C200
2. AWWA M11

22-004T



Pressure Capacity

Design pressure, psi	=	0	OK Pressure capacity, psi	=	407
Specified minimum yield, psi	=	35000	Transient Pressure capacity, psi	=	610
Allowable stress, psi	=	17500			
Allowable transient stress, psi	=	26250			

External Load Capacity

Allowable deflection, %	=	3	EI, $in.^4/in.$	=	302083
Bedding constant, K	=	0.100	Mean radius, ins.	=	21.250
Deflection lag factor, Dl	=	1.25			
Modulus of elasticity, Es	=	29000000			
Modulus of elasticity, Em	=	4000000			
			Unit weight soil, $lbs./ft^3$	=	120
Pipe OD, Bc, ins.	=	42.00			

PRISM LOAD

	Design Earth Cover ft.	Earth Load lbs./ft.	Impact Factor	HS20 Live Load lbs./ft.	External Load lbs./ft.	ALLOWABLE EXTERNAL LOAD @ allowable deflection of ID * 3% = 1.26" lbs./ft.	E' psi
Earth cover	28	12040			12040	31846	3800

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MANDARINA OFFSITE WATER

Design references:
1. AWWA C200
2. AWWA M11

22-004T

Jacking Thrust Pressure

Pipe		
Maximum Jacking pressure, lbs.	=	500,000
Specified minimum yield, psi	=	35,000
Allowable stress 2x FS, psi	=	17,500
Cylinder Thickness, in		0.5
Cylinder OD, in		42.00

Axial Compressive Stress

Cross Sectional Area	=	66.76 sq. in		
Applied Axial Stress fa	=	7,489.64 psi		
Allowable Axial Stress Fa	=	17,500.00 psi	FS =	2.34

Pipe Wall thickness Ok

JACKING FORCE REQUIRED

Length of Bore =	350.00 ft.		
Pipe Weight =	226.70 lbs./ft.		
Total Weight of Casing =	79,345.67 lbs.		
Soil Pressure during Jacking =	240,240.00 lbs		
Soil Coefficient of Friction =	0.31		
Calculated Jacking Load =	99,072 lbs.	FS =	5.05

Ok lower than equipment Max.

BACKING PLATE ANALYSIS

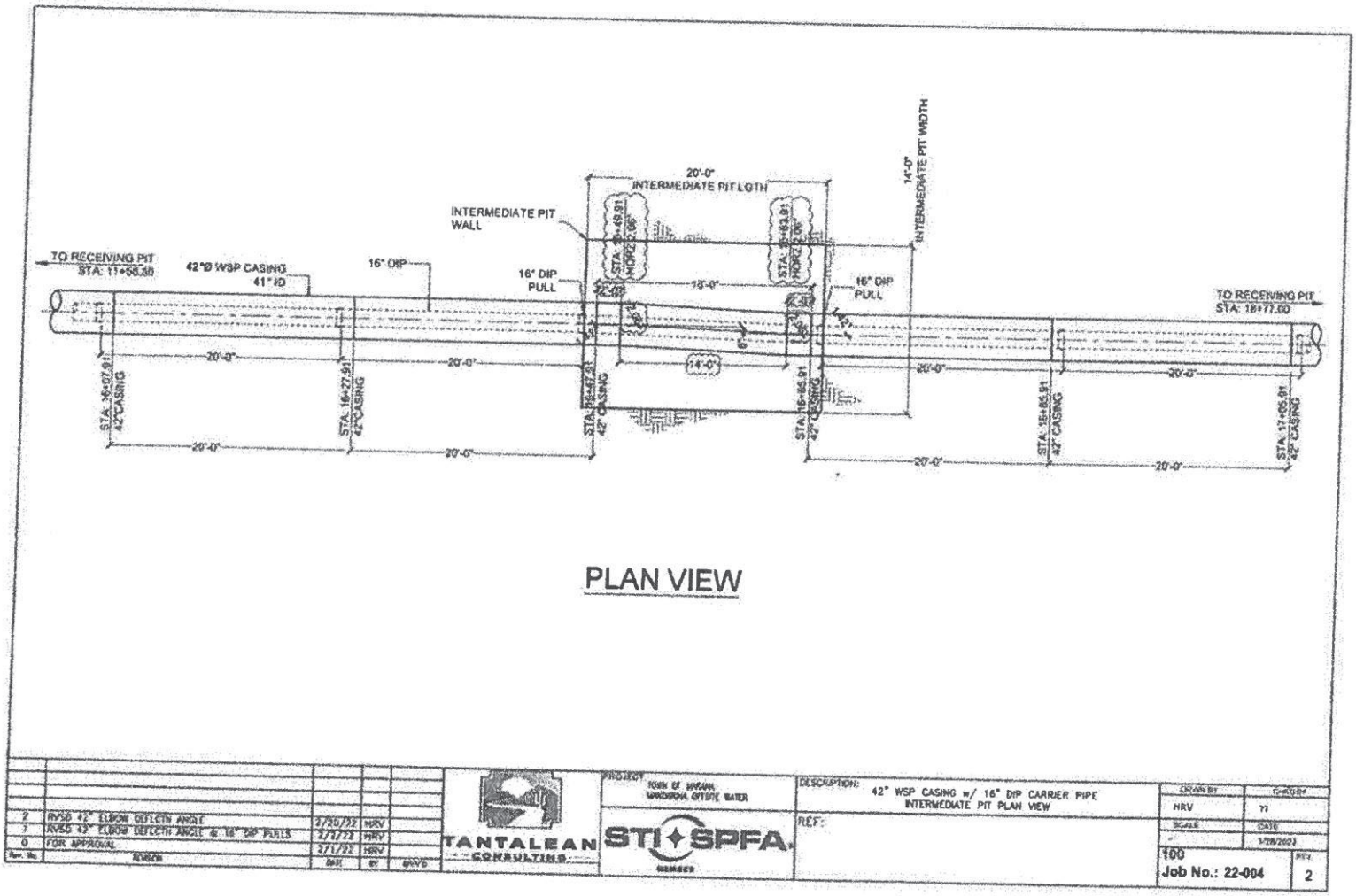
Bearing Capacity of the Soil =	8000 Lb./in^2		
Soil Bearing Area =	12.38 Sq. Ft		
Bearing Plate 4 ft. x 8 ft. =	32.00 Sq. Ft.	FS	2.58

Ok Bearing Plate area > Soil Bearing Area

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4
Gilbert, AZ 85296

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david@sonoransalescompany.com



PLAN VIEW

Rev. No.	REVISION	DATE	BY	APVD
2	RVSD 42" ELBOW DEFLCTN ANGLE	2/20/22	HRV	
1	RVSD 42" ELBOW DEFLCTN ANGLE & 16" DIP PULLS	2/7/22	HRV	
0	FOR APPROVAL	2/1/22	HRV	

TANTALEAN CONSULTING

STI SPFA

PROJECT: TOWN OF MARANA WASTEWATER OFFSITE WATER

DESCRIPTION: 42" WSP CASING w/ 16" DIP CARRIER PIPE INTERMEDIATE PIT PLAN VIEW

REF:

DRAWN BY	CHECKED
HRV	YI
SCALE	DATE
1" = 100	1/28/2022

Job No.: 22-004 | SHT. 2

INTERIM AGREEMENT PENDING AMENDMENT TO THE TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

THIS AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and MANDARINA HOLDINGS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The Town and the Developer entered into a Town of Marana Agreement for Construction of Water Facilities Under Private Contract for construction of offsite water infrastructure for the Mandarina development (the "Subject Property," as defined in the Original Agreement), recorded in the Office of the Pima County Recorder on February 5, 2021 at Sequence No. 20210360145 (the "Original Agreement").

B. As a condition of securing water service from the Town for the Subject Property, the Original Agreement requires the Developer to install those certain water infrastructure improvements (the "Developer-Installed Facility," as defined in the Original Agreement) in accordance with the required plans, specifications, and materials as outlined and depicted in the Water Plan for Mandarina Offsite Public 16" Water, (the "Facility Plan," as defined in the Original Agreement).

C. Construction and installation of the Developer-Installed Facility in accordance with the Facility Plan, including without limitation all labor, materials, equipment, supplies, and tools required for the construction and installation, is referred to in the Original Agreement as the "Work."

D. The Original Agreement requires the Developer to perform the Work. The Developer is currently in the process of performing the Work and has recently experienced technical difficulties associated with it.

E. Paragraph 5.2 of the Original Agreement provides that the Developer guarantees the Work to be free from all failures due to poor workmanship or materials for a period of one year from the date of the Town's final acceptance of the Work.

F. The Developer now requests a modification to the Town of Marana Water Department's engineering standards and the Facility Plan in order to solve the technical difficulties (the "Modification"). The Modification is described in the Casing Design Analysis dated February 21, 2022, prepared by Tantalean Consuling PLLC, and attached and incorporated within this Agreement as **Exhibit A**. After careful review, the Water Department is willing to allow the Modification in exchange for an amendment to the Original Agreement that provides for a two-year warranty for the Work instead of one. The Developer is willing to amend the agreement for this purpose in exchange for the Modification.

G. The Original Agreement may only be amended upon approval by the Marana Town Council. The next regular Town Council meeting is scheduled to be held on March 15, 2022. The Developer desires to continue construction activities without delay, and is willing to proceed at its own risk in accordance with the terms of this interim Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. Extended warranty. In exchange for the Town's acceptance of the Modification, the Developer shall enter into an amendment to the Original Agreement (the "Amendment") for the purpose of extending the one-year warranty for the Work to two years. The Amendment shall be subject to the approval of the Marana Town Council.

2. Construction at risk. The Developer hereby expressly understands that, prior to the Amendment being approved by the Marana Town Council, any additional construction activities involving the Modification will take place at the Developer's own risk. The Developer shall assume any such risk if the Developer proceeds with construction activities involving the Modification.

3. Binding effect. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successor and assigns of the Parties.

4. Cancelation for conflict of interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation in certain instances involving conflict of interest.

[**SIGNATURE PAGE FOLLOWS**]

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

THE "TOWN":

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Jing Luo, Water Department Director

Date: 2/28/2022

ATTEST:

_____
Cherry Lawson, Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

THE "DEVELOPER":

MANDARINA HOLDINGS, LLC, an Arizona limited liability company

By: _____
Printed Name: Karl Huish

Its: Manager

Date: 2/25/2022

STATE OF ARIZONA)
) ss
County of ~~Pima~~ Maricopa)

This foregoing instrument was acknowledged before me on this 25 day of February 2022, by Karl Huish, Manager of MANDARINA HOLDINGS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

HANNAH JUNE MARTIN
Notary Public
Commission Number 583950
Expires: June 6, 2024
Maricopa County

_____
Notary Public

Granite Construction Company
P.O. BOX 27557
Tucson, AZ 85726

CONTRACTOR TRANSMITTAL LETTER

To:	Town of Marana Water & Sewer	**Date:**	February 22, 2022
Attention:	King Lai	**Granite Document No.:**	1121348-029.04
Email:	klai@maranaaz.gov	**Transmittal No(s).:**	029.02
Phone:	(520) 382-2575	**Response Needed by:**	February 24, 2022

Regarding: Horizontal Boring Water Bore Intermediate Receiving Pit Connection Details-Proposed

Requested by:

Name:	Armando Valero
Email:	Armando.valero@gcinc.com
Phone:	520-260-3903

We are sending you:

- ☒ Attached
- ☐ Shop Drawings
- ☐ Product Data
- ☐ Certifications
- ☐ Samples
- ☐ Billings
- ☐ Request for Information
- ☐ Change Order
- ☒ Other

Via:

☐ Hand Delivered ☒ Email ☐ Express Mail ☐ Regular Mail ☐ Fax

For your:

☒ Review & Approval ☐ Records

Copies	Date	Submittal No.	Specification No.	Description	Use Line Items
01	02/22/22	29.04	RWRD 100 & SD 800	Intermediate Receiving Pit Connection Details	

Document	Description	Specification Ref.	Intended Use
1	Work Plan Detailing Connection at Proposed Intermediate Water Bore Receiving Pit	Tucson Water SD 800 & RWRD 100	Sewer & Water Bore Process

Remarks:

Please review

Copies to:

Granite Construction Company

By: Armando Valero

**** If enclosures are not as noted, kindly notify us at once**

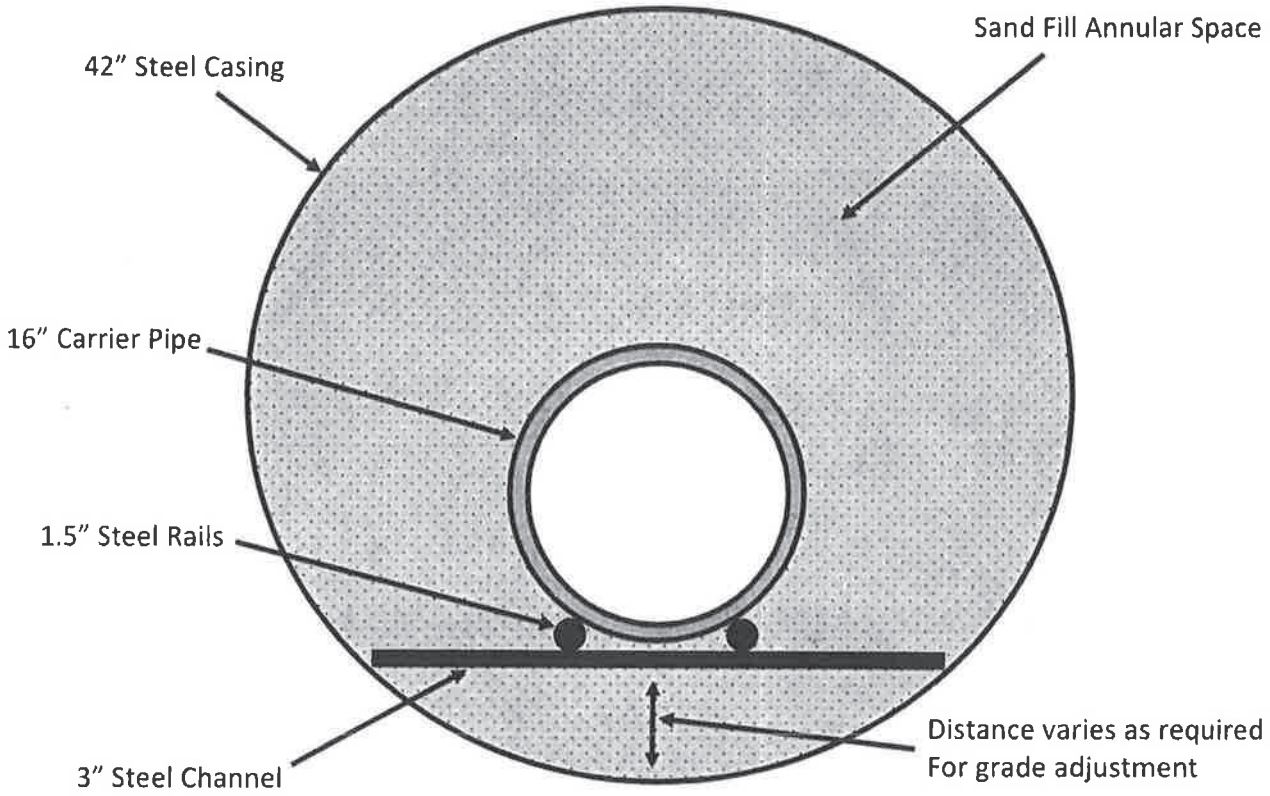
February 21, 2022

Re: Mandarina Offsite (Steel Rails Submittal—Water)

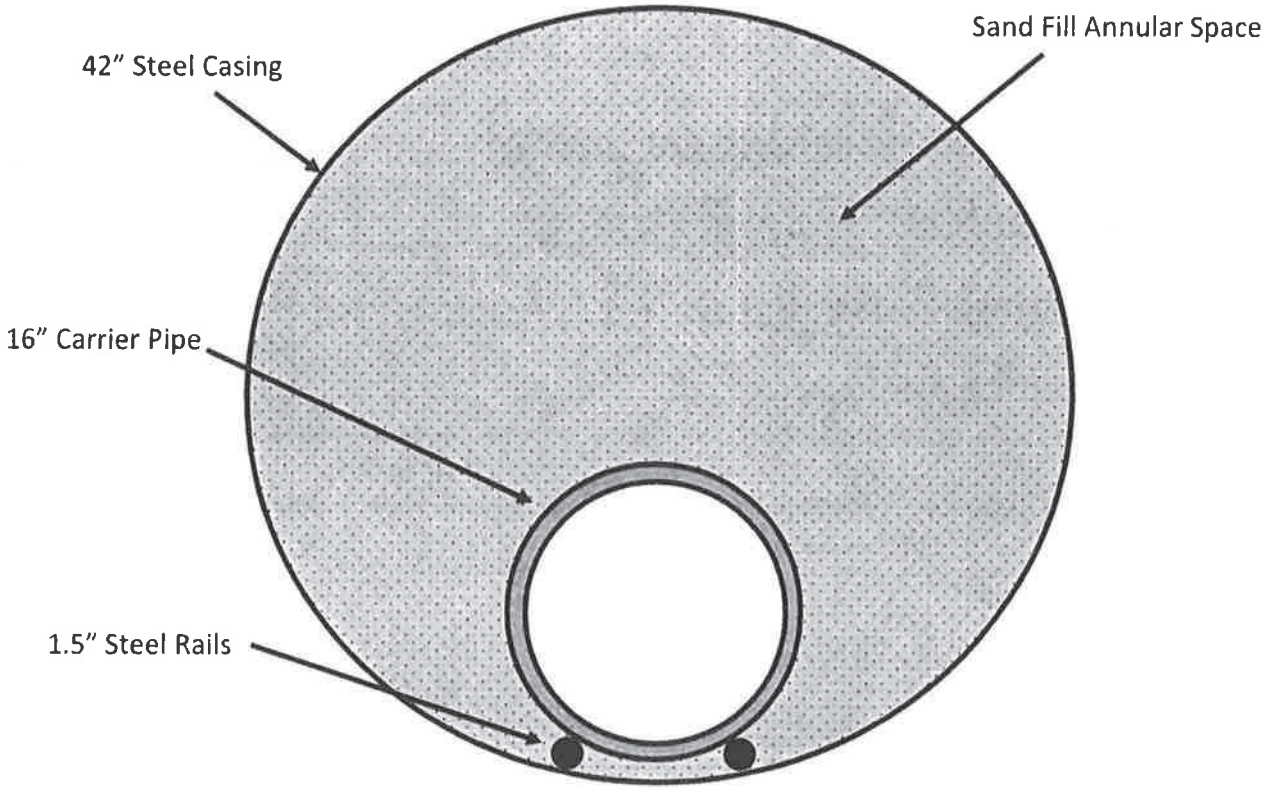
SUMMARY SHEET

- Steel Rails System—Scenario "A" and "B"
- Sand Fill Submittal
- Sand Fill Material Submittal
- Casing Variance Analysis

Steel Rails System



(To be used in the event that carrier pipe is required to be closest to the bottom of invert)



HORIZONTAL BORING

SAND FILL - SUBMITTAL

(Annular Space)

A ¼" minus sand material is used to fill the annular space between the carrier pipe and the steel casing pipe. We use this method so that the pipe is not affected by grout floating the carrier pipe. It is pneumatically blown full in the annular space prior to the end plug placement. A 750 CFM minimum air compressor with an HB converted Reed Gunite machine is used to place the blown annular sand fill material.

The ¼" minus sand material is blown through a 2" PVC pipe is placed at the top of the steel casing. Once the steel casing is jacked in place, 3" steel pipe couplings are then welded to the top of the casing to be used as hangers, with ten-foot separation. The 2" PVC is pushed through the welded couplings from end to end, the pit end is then used to start the sand fill operation. We start blowing from the pit end into the face until the casing is filled. Removing the 2" PVC as needed to fill the annular space in a continuous operation. As the casing is filled the sections of PVC are removed, with continued observation of the blown sand face. This procedure enables us to make sure that the casing is correctly filled as the operation progresses.

Once the steel casing is sand filled, we secure each end of the casing. We do this by grout filling the ends of the steel casing; this secures the space between the carrier pipe and steel casing at each end of the casing.

CALPORTLAND®

Statistical Analysis 04/27/2018 - 01/31/2019
CalPortland 111A-Orange Grove 1124-Birds Eye

Sample Id	Date	Status	3/8" (9.5mm) (%)	1/4" (6.3mm) (%)	#4 (4.75mm) (%)	#8 (2.36mm) (%)	#16 (1.18mm) (%)	#30 (0.6mm) (%)	#40 (0.425mm) (%)	#50 (0.3mm) (%)	#100 (0.15mm) (%)	#200 (75µm) (%)	Pan (%)
1969933350	04/27/2018 15:55				97	28	7	5	4	3	2	1.8	0.0
1814161374	01/17/2019 14:04		100	99	86	6	6	6	1	1	1	0.2	0.0
1270388977	01/31/2019 13:59		100	100	95	26	5	2	2	1	1	0.4	0.0
			3/8" (9.5mm) (%)	1/4" (6.3mm) (%)	#4 (4.75mm) (%)	#8 (2.36mm) (%)	#16 (1.18mm) (%)	#30 (0.6mm) (%)	#40 (0.425mm) (%)	#50 (0.3mm) (%)	#100 (0.15mm) (%)	#200 (75µm) (%)	Pan (%)
		Count	2	2	3	3	3	3	3	3	3	3	3
		Min	100	99	86	6	5	2	1	1	1	0.2	0.0
		Max	100	100	97	28	7	6	4	3	2	1.8	0.0
		Range	0	1	11	22	2	4	3	2	1	1.6	0.0
		Mean	100	100	93	20	6	4	2	2	1	0.8	0.0
		Median	100	100	95	26	6	5	2	1	1	0.4	0.0
		St Dev	0.0	0.7	5.9	12.2	1.0	2.1	1.5	1.2	0.6	0.87	0.00
		CV	0.0	0.7	6.3	60.8	16.7	48.0	65.5	69.3	43.3	108.97	
		PWS											

Query

Query Selections
Date Created 02/15/2019
Date Range 02/15/2018 - 02/15/2019
Plant 111A-Orange Grove
Product 1124-Birds Eye
Limit Auto-Compute
Number Of Tests 30

Passing: 3
Failures: 0
Conformance: 100.0 %
Non-Conformance: 0.0 %

SONORAN SALES COMPANY

22-004T

TOWN OF MARANA

MANDARINA OFFSITE WATER

Project No. ENG2004-003

CASING DESIGN ANALYSIS

GRANITE CONSTRUCTION

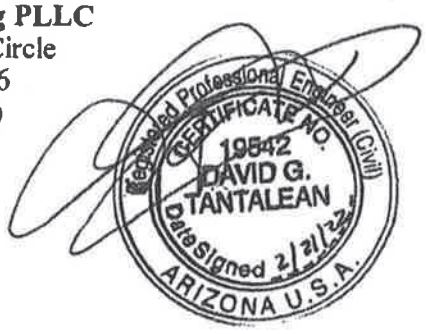
HORIZONTAL BORING LLC

2402 S. 16th AVE
Phoenix, AZ 85007

Prepared By

Tantalean Consulting PLLC
4721 E. Harmony Circle
Mesa, AZ 85206
(602) 418-9360

Revision 2



5 Pages
21-Feb-22

428 S. Gilbert Road #112
Phone : (602) 418-9360

Gilbert, AZ 85296

www.sonoransalescompany.com
david@sonoransalescompany.com

SONORAN SALES COMPANY

42" OD STEEL PIPE CASING
MANDARINA OFFSITE WATER

22-004T

SUMMARY

41" ID Welded steel pipe casing;

External loads due to the soil weight on the pipe, presented on the design submittal page 3.

The designed methodology followed was as outlined by AWWA Design manual M11 Chapter 5 "External Loads on Buried Pipe".

The design methodology follows the Marston Load Theory to calculate the soil induced loads which calculates a prism load on the pipe and the Iowa deflection formula to determine the horizontal ring deflection of the steel cylinder.

The Iowa deflection formula = load/(Pipe stiffness + Soil Stiffness).

The load is the prism load on the pipe.

The pipe stiffness is EI (Modulus of elasticity for steel x the transverse moment of inertia per unit length of the pipe wall).

The soil stiffness E' for the soil encountered on the project is 3800 psi; as shown on table 5-3 of Chapter 5 AWWA M11 as derived by Hartley and Duncan.

Any void must be grouted with a material that has a minimum compressive strength of 4,500 psi

The unit weight for the calculations use was 120 pcf the

The external Load on the pipe is 12,040 lbs./ft. the allowable external load capacity of the 42" pipe with a 3% deflection is 31,846 lb./ft. Per AWWA M11 allowable deflection is not to exceed 3% therefore the casing exceeds this requirement.

Jacking Forces exerted on the pipe, presented on the design submittal page 4.

The jack and bore operation will excavate a diameter larger than the OD of the pipe of 1 ½".

The maximum jacking load is 500,000 lbs.

The welded steel pipe has minimum yield of 35Ksi and has a cross sectional area 66.76 sq. in., therefore the maximum applied jacking load is less than the allowable axial load and provides a FS of 2.34.

The friction load to overcome the pipe weight and the soil weight (soil weight for this analysis is calculated based on "Coefficient of Pressure for Tunnel Design" by Winterorn & Fang) is equal to 99.07 KSI, equipment has 5 times more capacity, therefore meeting the requirement of having a reserve of 20% more capacity than the theoretical jacking load.

Casing misalignment layout, presented on the design submittal page 5.

The jack and bore operation by tunneling from two different directions into the intermediate bore pit could be possible misalign by up to 6".

This condition was layout on page 5 to show that the misalignment can be accommodated by fabricating on site to 2.06 degree one cut miter elbows as shown on the layout

This elbows would be fabricated in accordance with AWWA C208 as layout on page 5.

The 16" DIP allows up to 5 degrees of pull at the joints, actual pull is only 1.42 degrees; which would allow for the slight off center position on the casing as it approached the intermediate pit; as you can see from the layout on page 5 the DIP line will be back on centerline of the casing 40ft away on each direction from the misalign area.

The steel casing is not allowed to be more than 0.048 degree per joint out off alignment as is tunneled. This translates to a maximum deflection of 0.40" per 40' section of casing that can be beveled as is pushed into the tunnel.

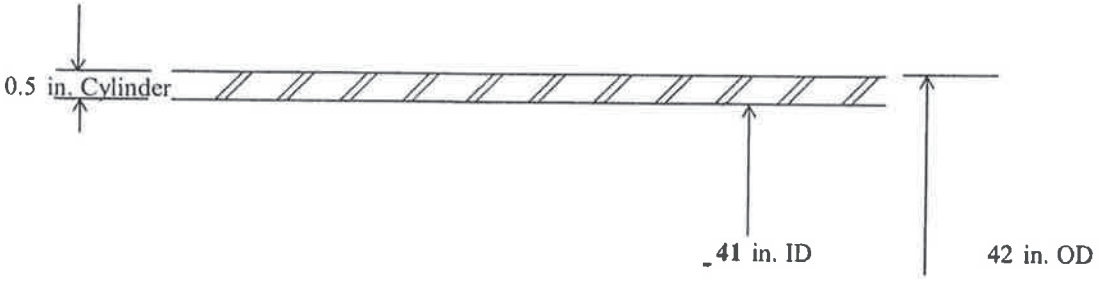
428 S. Gilbert Road #112
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david@sonoransalescompany.com

SONORAN SALES COMPANY

42" OD STEEL PIPE CASING
MANDARINA OFFSITE WATER

Design references:
1. AWWA C200
2. AWWA M11

22-004T



Pressure Capacity

Design pressure, psi	=	0	OK Pressure capacity, psi	=	407
Specified minimum yield, psi	=	35000	Transient Pressure capacity, psi	=	610
Allowable stress, psi	=	17500			
Allowable transient stress, psi	=	26250			

External Load Capacity

Allowable deflection, %	=	3	EI, $in.^4/in.$	=	302083
Bedding constant, K	=	0.100	Mean radius, ins.	=	21.250
Deflection lag factor, Dl	=	1.25			
Modulus of elasticity, Es	=	29000000			
Modulus of elasticity, Em	=	4000000			
			Unit weight soil, $lbs./ft^3$	=	120
Pipe OD, Bc, ins.	=	42.00			

PRISM LOAD

	Design Earth Cover ft.	Earth Load lbs./ft.	Impact Factor	HS20 Live Load lbs./ft.	External Load lbs./ft.	ALLOWABLE EXTERNAL LOAD @ allowable deflection of ID * 3% = 1.26" lbs./ft.	E' psi
Earth cover	28	12040			12040	31846	3800

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42" OD STEEL PIPE CASING
MANDARINA OFFSITE WATER

Design references:
1. AWWA C200
2. AWWA M11

22-004T

Jacking Thrust Pressure

Pipe		
Maximum Jacking pressure, lbs.	=	500,000
Specified minimum yield, psi	=	35,000
Allowable stress 2x FS, psi	=	17,500
Cylinder Thickness, in		0.5
Cylinder OD, in		42.00

Axial Compressive Stress

Cross Sectional Area	=	66.76	sq. in		
Applied Axial Stress fa	=	7,489.64	psi		
Allowable Axial Stress Fa	=	17,500.00	psi	FS =	2.34

Pipe Wall thickness Ok

JACKING FORCE REQUIRED

Length of Bore =	350.00	ft.		
Pipe Weight =	226.70	lbs./ft.		
Total Weight of Casing =	79,345.67	lbs.		
Soil Pressure during Jacking =	240,240.00	lbs		
Soil Coefficient of Friction =	0.31			
Calculated Jacking Load =	99,072	lbs.	FS =	5.05

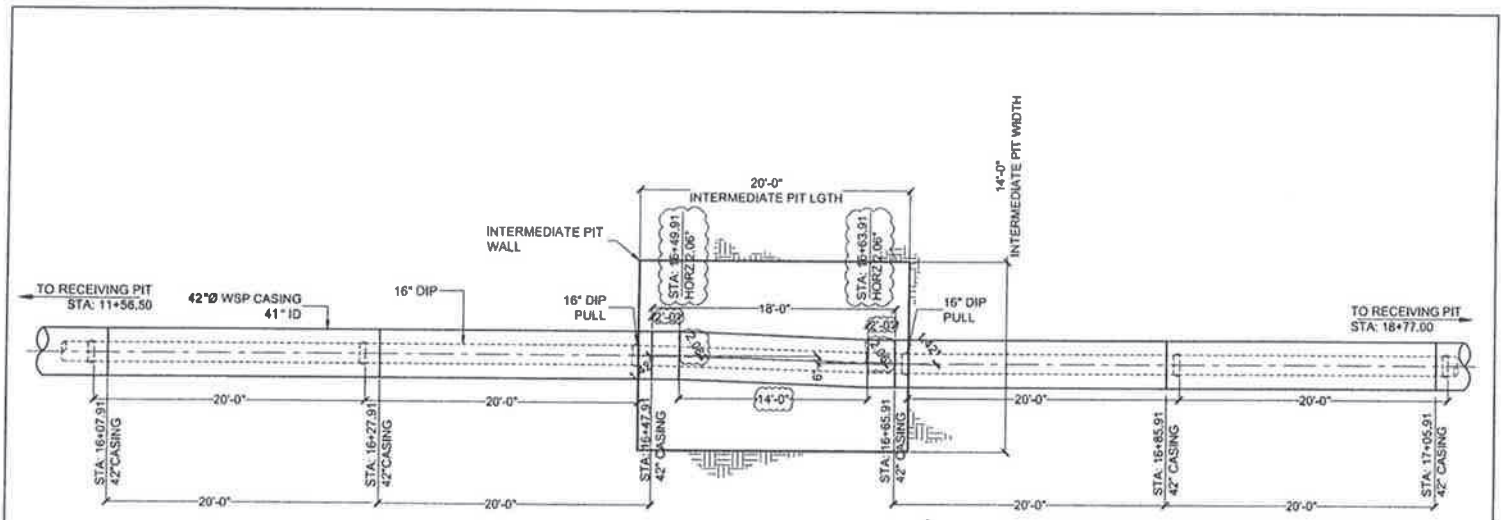
Ok lower than equipment Max.

BACKING PLATE ANALYSIS

Bearing Capacity of the Soil =	8000	Lb./in^2		
Soil Bearing Area =	12.38	Sq. Ft		
Bearing Plate 4 ft. x 8 ft. =	32.00	Sq. Ft.	FS	2.58

Ok Bearing Plate area > Soil Bearing Area

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PLAN VIEW

Rev. No.	REVISION	DATE	BY	APP'D
2	RVSD 42" ELBOW DEFLCTN ANGLE	2/20/22	HRV	
1	RVSD 42" ELBOW DEFLCTN ANGLE & 16" DIP PULLS	2/2/22	HRV	
0	FOR APPROVAL	2/1/22	HRV	

TANTALEAN CONSULTING

STI SPFA MEMBER

PROJECT: TOWN OF MARANA
MANDARINA OFFSITE WATER

DESCRIPTION: 42" WSP CASING w/ 16" DIP CARRIER PIPE
INTERMEDIATE PIT PLAN VIEW

REF:

DRWN BY	CHKD BY
HRV	??
SCALE	DATE
-	1/28/2022

100

Job No.: 22-004

REV. 2

Council-Regular Meeting **C11**

Meeting Date: 03/15/2022

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Gus Myers, Development Engineering Manager

Date: March 15, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-025: Relating to Development; approving a release of assurances for Gladden Farms Block 26 Lots 1 through 96 and accepting public improvements for maintenance (Jason Angell)

Discussion:

Gladden Farms Block 26 consists of lots 1 through 96 and is located west of Mike Etter Boulevard and south of Moore Road. The final plat was recorded in the Office of the Pima County Recorder on November 9, 2017 at Sequence No. 20173130070.

The Town has a substitute third party trust assurance agreement assuring the completion of improvements needed to serve the subdivision. The subdivider has completed the improvements serving Gladden Farms Block 26 acceptable to town standards in accordance with the assurance agreement, including public infrastructure, which includes streets, a potable water system, and a sanitary sewer system.

If adopted, this resolution will release the Gladden Farms Block 26 assurances and accept the streets, potable water system, and sanitary sewer system for maintenance.

Staff Recommendation:

Staff recommends approval of Resolution No. 2022-025, approving a release of assurances for Gladden Farms Block 26 Lots 1 through 96 and accepting public improvements for maintenance.

Suggested Motion:

I move to adopt Resolution No. 2022-025, approving a release of assurances for Gladden Farms Block 26 Lots 1 through 96 and accepting public improvements for maintenance.

Attachments

Resolution No. 2022-025

Location Map

MARANA RESOLUTION NO. 2022-025

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR GLADDEN FARMS BLOCK 26 LOTS 1 THROUGH 96 AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for "Gladden Farms Block 26 Lots 1–96, Block A & Common Areas: 'A-1'–'A-4' (Landscape/Public and Private Utilities) 'B-1'–'B-5' (Landscape/Drainage/Public and Private Utilities/Recreation)" was recorded in the Pima County Recorder's Office on November 9, 2017 at Sequence 20173130070; and

WHEREAS the Town has a substitute third party trust assurance agreement (the "Assurance Agreement") with Pulte Home Company (the "Subdivider") and Landmark Title Assurance Agency , under Trust No. 18300-T, recorded in the Pima County Recorder's office on August 7, 2020 at Sequence 20202200129, assuring the completion of public improvements for Gladden Farms Block 26; and

WHEREAS the Subdivider has completed the public improvements for Gladden Farms Block 26 acceptable to Town standards in accordance with the Assurance Agreement.

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

Section 1. The Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.70 miles of the following paved streets as shown on the plat of Gladden Farms Block 26:

- Wildrose Drive
- Denton Way
- Whitton Street
- Claxton Drive
- Packard Way

Section 3. The Town accepts for maintenance the potable water system serving Gladden Farms Block 26, consisting of approximately 3,790 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances with an estimated value of $350,120.

Section 4. The Town accepts for maintenance the sanitary sewer system serving Gladden Farms Block 26, consisting of approximately 3,380 linear feet of conveyance system and appurtenances with an estimated value of $408,585.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of March, 2022.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

PAVING & SEWER PLANS FOR
GLADDEN FARMS BLOCK 26
LOTS 1-96 & COMMON AREAS "A" & "B"
ENG1709-001/S-2017-009

BASIS OF BEARING
THE BASIS OF BEARING FOR THIS PROJECT IS WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID LINE MONUMENTED BY A FOUND 1 1/2" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A FOUND 1/2" REBAR TAGGED "PCH03" AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING S00°30'03"E.

BASIS OF ELEVATION
THE BASIS OF ELEVATION BEING A 1/2" IRON PIN AT THE INTERSECTION OF MOORE ROAD AND POSTVALE ROAD. SAID MONUMENT ALSO BEING THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. ELEVATION BEING 2006.43 (NAVD 88).

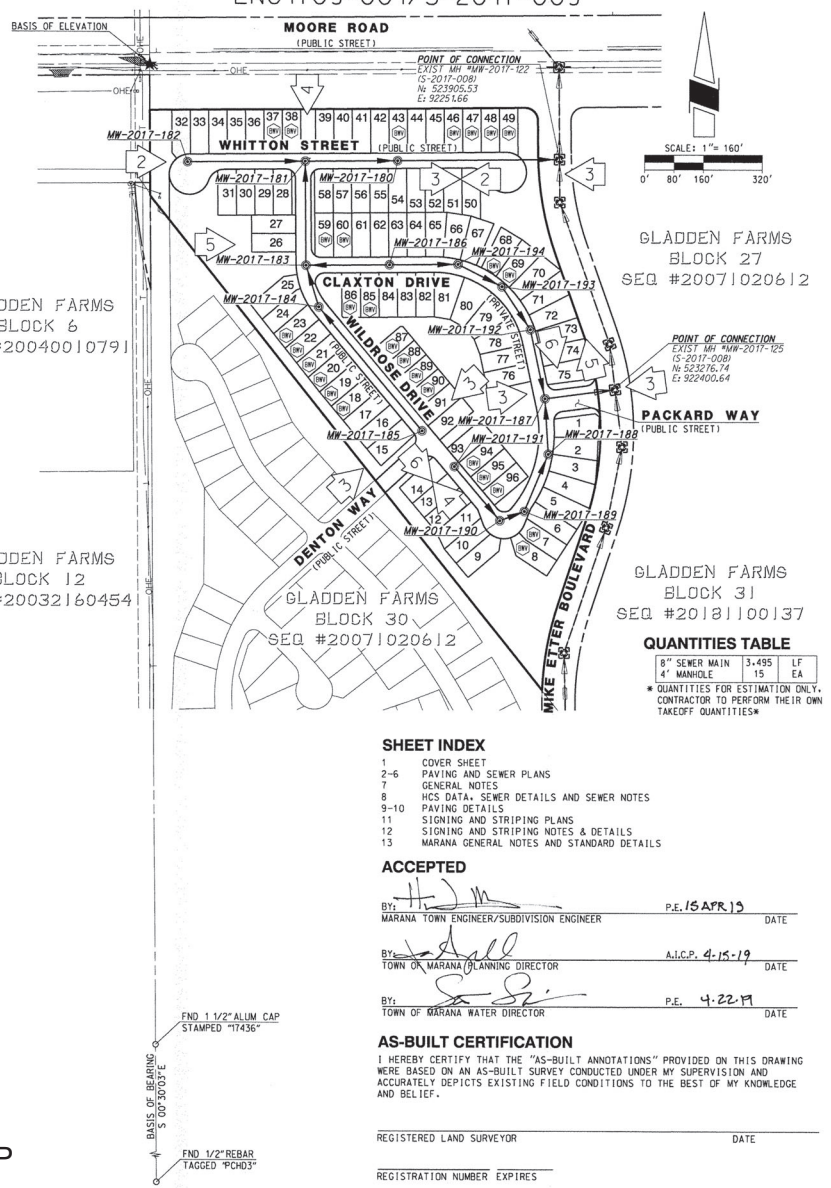
PAVING NOTES
1. THE DESIGN SPEED FOR THESE STREET IS 25 MPH. THE DESIGN VEHICLE IS WB-40.
2. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PUBLIC IMPROVEMENTS, 2015 EDITIONS. THESE MAY BE MODIFIED AND/OR SUPPLEMENTED BY THE REQUIREMENTS OF THESE PLANS.
3. AGGREGATE BASE COURSE SHALL CONFORM TO PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 303, UNLESS OTHERWISE SPECIFIED.
4. ASPHALTIC CONCRETE SHALL CONFORM TO PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 406, MIX #2, UNLESS OTHERWISE SPECIFIED.
5. ALL CONCRETE SHALL COMPLY WITH PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 1006, CLASS S, 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
6. ALL WORK SHALL CONFORM TO TITLE 19, STANDARDS FOR GRADING AND RELATED SITE WORK, OF THE TOWN OF MARANA LAND DEVELOPMENT CODE.
7. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
8. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
9. ALL REVISIONS TO THESE PLANS MUST BE REVIEWED AND ACCEPTED BY THE TOWN OF MARANA PRIOR TO CONSTRUCTION.
10. AN ACCEPTED COPY OF THIS PLAN SHALL BE KEPT AT THE JOBSITE 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 CONTRACTOR SHALL NOTIFY THE ENGINEER AND HE SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE TOWN ENGINEER FOR THE TOWN OF MARANA.
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 OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
13. ALL STATIONING IS MEASURED ALONG STREET CENTERLINE, UNLESS OTHERWISE NOTED.
14. UTILITY LOCATIONS AS SHOWN ON THE PLANS ARE BASED ON A SEARCH OF AVAILABLE RECORDS AND INFORMATION PROVIDED BY THE UTILITY COMPANIES OR AGENCIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE, AND THERE MAY BE EXISTING UTILITIES WHICH ARE NOT SHOWN ON THE PLANS; THEREFORE, THE POSSIBILITY OF CONFLICTS WITH UTILITIES IN SERVICE EXISTS. THE CONTRACTOR SHALL CALL ARIZONA 811 AT 811, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, TO REQUEST VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES WITHIN THE WORK AREA. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COSTS INCURRED AS A RESULT OF DAMAGE TO UTILITIES CAUSED BY HIS OPERATIONS.
15. A REGISTERED ENGINEER MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE ACCEPTED PLANS PRIOR TO REQUEST FOR FINAL INSPECTION OR THE RELEASE OF ASSURANCES.
16. IF ANY HUMAN REMAINS OF FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANYTIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND MR. JOHN MADSEN, REPATRIATION COORDINATOR AT THE ARIZONA STATE MUSEUM, MUST BE CONTACTED IMMEDIATELY AT (520) 621-4795, PURSUANT TO A.R.S. 41-865.
17. DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
18. FOR COMPLIANCE WITH THE FEDERAL MIGRATORY BIRD TREATY ACT OF 1918 AND STATE LAW TITLE 17-101 AND 17-235, IF GRADING CREWS FIND A BURROWING OWL DURING GROUND DISTURBING ACTIVITIES, PLEASE CALL THE ARIZONA GAME AND FISH DEPARTMENT AT (520) 628-5376. THEY WILL COME OUT AND RELOCATE THE BIRD(S) OFF SITE.
19. GRADING BOUNDARIES SHALL BE CLEARLY MARKED, AND ALL WORK WILL BE CONFINED TO THE APPROVED PROJECT DISTURBANCE LIMITS AS SHOWN ON THESE PLANS. NO WORK SHALL TAKE PLACE OUTSIDE THE MILITS SHOWN ON THESE PLANS.

FOR GENERAL NOTES SEE SHEET 7

FOR SEWER NOTES SEE SHEET 8

MARANA AZ WATER

LOCATION MAP



QUANTITIES TABLE
8" SEWER MAIN	3,495	LF
4' MANHOLE	15	EA

* QUANTITIES FOR ESTIMATION ONLY. CONTRACTOR TO PERFORM THEIR OWN TAKEOFF QUANTITIES*

SHEET INDEX

1	COVER SHEET
2-6	PAVING AND SEWER PLANS
7	GENERAL NOTES
8	HCS DATA, SEWER DETAILS AND SEWER NOTES
9-10	PAVING DETAILS
11	SIGNING AND STRIPING PLANS
12	SIGNING AND STRIPING NOTES & DETAILS
13	MARANA GENERAL NOTES AND STANDARD DETAILS

ACCEPTED
BY: _____ P.E. 15 APR 19
MARANA TOWN ENGINEER/SUBDIVISION ENGINEER — DATE

BY: _____ A.I.C.P. 4-15-19
TOWN OF MARANA PLANNING DIRECTOR — DATE

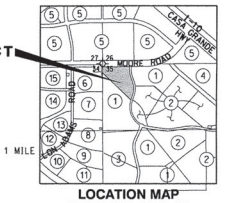
BY: _____ P.E. 4.22.19
TOWN OF MARANA WATER DIRECTOR — DATE

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

REGISTERED LAND SURVEYOR — DATE

REGISTRATION NUMBER — EXPIRES

1 SEQ #20071020612
2 SEQ #20181100137
3 SEQ #20121740308
4 SEQ #20071071340
5 SEQ #20051340763
6 SEQ #20040110791
7 SEQ #20032160454
8 SEQ #20052030148
9 SEQ #20051970423
10 SEQ #20061300698
11 SEQ #20072170310
12 SEQ #20060970432
13 SEQ #20051750608
14 SEQ #20032160452
15 SEQ #20040700645



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

OWNER/DEVELOPER
FC/M GLADDEN II, L.L.C.
C/O CROWN WEST LAND GROUP
333 EAST WETMORE ROAD, SUITE 250
TUCSON, AZ 85705
(520) 888-3962
CONTACT: DEAN WINGERT

WORK TO BE DONE
THE IMPROVEMENTS AND GRADING CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND SPECIFICATIONS AND STANDARD DETAILS OF PIMA ASSOCIATION OF GOVERNMENTS (PAG).

STANDARD SPECIFICATIONS
1) STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (2015 EDITION), PIMA ASSOCIATION OF GOVERNMENTS (PAG).
2) STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION (2016 EDITION) PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.

STANDARD DETAILS/DRAWINGS
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2) STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION (2016 EDITION) PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.
3) PAVEMENT MARKING DESIGN MANUAL (AUGUST 2008 EDITION), PIMA COUNTY AND CITY OF TUCSON.
4) TRAFFIC SIGNING DESIGN MANUAL (MAY 2002 EDITION), PIMA COUNTY AND CITY OF TUCSON.
5) THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION.
6) SUBDIVISION STREET STANDARDS MANUAL, TOWN OF MARANA (2016 EDITION)

LEGEND
ITEM	STANDARD DETAIL	SYMBOL
A.C. PAVING (REGULAR)	SEE DETAIL C, SHEET 9	
A.C. PAVING (CUL-DE-SAC)	SEE DETAIL C, SHEET 9	
6" VERTICAL CURB (TYPE 2)	SD 209	
5" WEDGE CURB	SD 209	
6" x 12" CONCRETE HEADER	SD 213	
TOP OF CURB ELEVATION		TC 52.50
EXIST ELEVATION		(49.50)
PROPOSED SEWER	RWRD 104	
PROPOSED SEWER MANHOLE	RWRD 205, RWRD 211	
EXIST MH W/CONC COLLAR	RWRD 205, RWRD 212	
STORM DRAIN	(FOR REFERENCE ONLY)	
NEW WATERLINE W/VALVE	(FOR REFERENCE ONLY)	
LOT REQUIRES BACKWATER VALVE ON HCS		
DETAIL REFERENCE	A = DETAIL IDENTIFICATION, 1 = SHEET SHOWING DETAIL	
CURB ACCESS RAMP	SD 207 (UNLESS OTHERWISE NOTED)	
CONCRETE SIDEWALK	SD 200	
SURVEY MONUMENT	SD 103	
PAVEMENT MARKINGS		
EXIST SEWER AND MANHOLE		S
EXIST WATERLINE W/VALVE		W
EXIST UNDERGROUND ELECTRIC LINE		E
EXIST FIBER OPTIC LINE		FO
EXIST GAS LINE		G
EXIST TELEPHONE LINE		T
EXIST CABLE LINE		CATV
EXIST CURB & PAVEMENT		
PROJECT BOUNDARY		
EXIST ROW LINE		
CENTERLINE		
LOT NUMBERS		23
TEP TRANSFORMER	(FOR REFERENCE ONLY)	
TEP PEDESTAL	(FOR REFERENCE ONLY)	
TRAIL		
SHEET INDEX		2

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD, SUITE 111
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(520) 325-4541
(FAX) 320-3222-6956
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

J-36528

NO.	BY	DATE	REVISION
			APPR DATE

DESIGNED BY: SDH DATE: 08/17
DRAWN BY: RSM DATE: 08/17
APPROVED BY: RMP DATE: 08/17

PAVING & SEWER PLANS PREPARED FOR:
GLADDEN FARMS BLOCK 26
LOTS 1-96 AND COMMON AREAS "A" & "B"

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

ENG1709-001
S-2017-009
HORIZ : 1"= 160'
VERT : N/A
SHEET 1 OF 13

©2019 Rick Engineering Company

\\srv_tuc1\RickStandards\Bentley SS3\CorpStds_2005\Workspace\Projects\TUC CorpStds 2005\pltcfg\Scripts\TUC_Hybrid.dscrlpt G:\GLADDEN_II\3652_Bks26_30_3652B_Bk26_Replat\Civil\3652Blmp01.dgn ENG1709-001 10-APR-2019 10:06

Council-Regular Meeting **C12**

Meeting Date: 03/15/2022

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Gus Myers, Development Engineering Manager

Date: March 15, 2022

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:

Subject: Resolution No. 2022-026: Relating to Development; approving a release of assurances for Gladden Farms Block 27 Phase 1 Lots 1 through 81 and accepting public improvements for maintenance (Jason Angell)

Discussion:

Gladden Farms Block 27 Phase 1 consists of lots 1 through 81 and common areas "A-1"-"A-12" and "B-1"-"B-4" and is located east of Mike Etter Boulevard and south of Moore Road. The final plat was recorded on February 5, 2021 at Sequence No. 20210360143.

The Town has a third party trust assurance agreement assuring the completion of the improvements needed to serve the subdivision. The subdivision has completed the improvements serving Gladden Farms Block 27 Phase 1 acceptable to town standards in accordance with the assurance agreement, including public infrastructure which includes streets and water and sewer utilities.

If approved, this resolution will release the Gladden Farms Block 27 Phase 1 assurances and accept the roadways and water and sewer utilities for maintenance.

This resolution will release lots 1 through 81 and all common areas.

The infrastructure to be accepted includes streets, water and sewer utilities.

Staff Recommendation:

Staff recommends approval of Resolution No. 2022-026, approving a release of assurances for Gladden Farms Block 27 Phase 1 and accepting the roadways and water and sewer utilities for maintenance.

Suggested Motion:

I move to approve Resolution 2022-026, approving a release of assurances for Gladden Farms Block 27 Phase 1 Lots 1-81 and accepting public improvements for maintenance.

Attachments

Resolution No. 2022-026

Location Map

MARANA RESOLUTION NO. 2022-026

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR GLADDEN FARMS BLOCK 27 PHASE 1 LOTS 1 THROUGH 81 AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for "Gladden Farms Block 27 Phase 1 Lots 1–81, Block A & Common Areas: 'A-1'–'A-12' (Landscape, Utilities, Drainage and Grading) 'B-1'–'B-4' (Recreation, Landscape, Utilities, Drainage and Grading)" was recorded in the Pima County Recorder's Office on 5 February 2021 at Sequence 20210360143; and

WHEREAS the Town has a third party trust assurance agreement (the "Assurance Agreement") with Meritage Homes of Arizona (the "Subdivider") and Title Security Agency , under Trust No. 202061-S, recorded in the Pima County Recorder's office on 5 February 2021 at Sequence 20210360144, assuring the completion of public improvements for Gladden Farms Block 27 Phase 1; and

WHEREAS the Subdivider has completed the public improvements for Gladden Farms Block 27 Phase 1 acceptable to Town standards in accordance with the Assurance Agreement.

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

Section 1. The Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.64 miles of the following paved streets as shown on the plat of Gladden Farms Block 27 Phase 1:

- Gibbs Avenue
- Watkins Avenue
- Avery Avenue
- Embrey Drive
- Harrigan Street

Section 3. The Town accepts for maintenance the potable water system serving Gladden Farms Block 27 Phase 1, consisting of approximately 3,300 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances with an estimated value of $332,200.

Section 4. The Town accepts for maintenance the sanitary sewer system serving Gladden Farms Block 27 Phase 1, consisting of approximately 2,860 linear feet of conveyance system and appurtenances with an estimated value of $355,925.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of March, 2022.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

PAVING & SEWER PLANS FOR
GLADDEN FARMS
BLOCK 27 PHASE 1
LOTS 1-81 & COMMON AREAS "A" & "B"
ENG2008-006/S-2021-002

BASIS OF BEARING
THE BASIS OF BEARING FOR THIS PROJECT IS WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID LINE MONUMENTED BY A FOUND 1 1/2" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A FOUND 1/2" REBAR TAGGED "PCHD3" AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING S00°30'03"E.

BASIS OF ELEVATION
PIMA COUNTY OPUS CONTROL POINT 11S11E_17. A "+" ON THE SOUTHEAST CORNER OF A CONCRETE BOX W/GRATE. 41'+/- NORTHWEST OF THE WEST QUARTER SECTION 35 AND 16'+/- SOUTH OF THE SOUTHEAST CORNER OF A WELL SITE. ELEVATION = 2011.61 (NAVD 88)

PAVING NOTES
1. THE DESIGN SPEED FOR THESE STREETS ARE 25 MPH. THE DESIGN VEHICLE IS WB-40.
2. ASPHALTIC CONCRETE SHALL CONFORM TO PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 406, MIX #2, UNLESS OTHERWISE SPECIFIED.
3. ALL CONCRETE SHALL COMPLY WITH PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 1006, CLASS S, 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
4. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
5. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
6. IF ANY UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE TOWN ENGINEER.
7. 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 OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. § 28-650.
8. ALL STATIONING IS MEASURED ALONG STREET CENTERLINE, UNLESS OTHERWISE NOTED.
9. UTILITY LOCATIONS AS SHOWN ON THE PLANS ARE BASED ON A SEARCH OF AVAILABLE RECORDS AND INFORMATION PROVIDED BY THE UTILITY COMPANIES OR AGENCIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE, AND THERE MAY BE EXISTING UTILITIES WHICH ARE NOT SHOWN ON THE PLANS; THEREFORE, THE POSSIBILITY OF CONFLICTS WITH UTILITIES IN SERVICE EXISTS. THE CONTRACTOR SHALL CALL ARIZONA 811 AT 811, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, TO REQUEST VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES WITHIN THE WORK AREA. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COSTS INCURRED AS A RESULT OF DAMAGE TO UTILITIES CAUSED BY HIS OPERATIONS.
10. A REGISTERED ENGINEER (OR LAND SURVEYOR) MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE ACCEPTED PLANS PRIOR TO REQUEST FOR FINAL INSPECTION OR THE RELEASE OF ASSURANCES.
11. DURING CONSTRUCTION, THE TOWN ENCOURAGES GRADING CREWS TO BE ALERT FOR BURROWING OWLS WHICH CAN BE SPOTTED STANDING ON THE GROUND, PARTICULARLY ALONG THE PERIMETER OF FIELDS. THE BURROWING OWL IS KNOWN TO OCCUR IN AND AROUND AGRICULTURAL FIELDS IN THE TOWN OF MARANA. IF GRADING CREWS FIND A BURROWING OWL DURING GRADING, PLEASE CALL THE ARIZONA GAME AND FISH DEPARTMENT AT (520) 628-5376. THEY WILL COME OUT AND RELOCATE THE BIRD(S) OFFSITE.

FOR GENERAL NOTES SEE SHEET 3
FOR SEWER NOTES SEE SHEET 10

SHEET INDEX

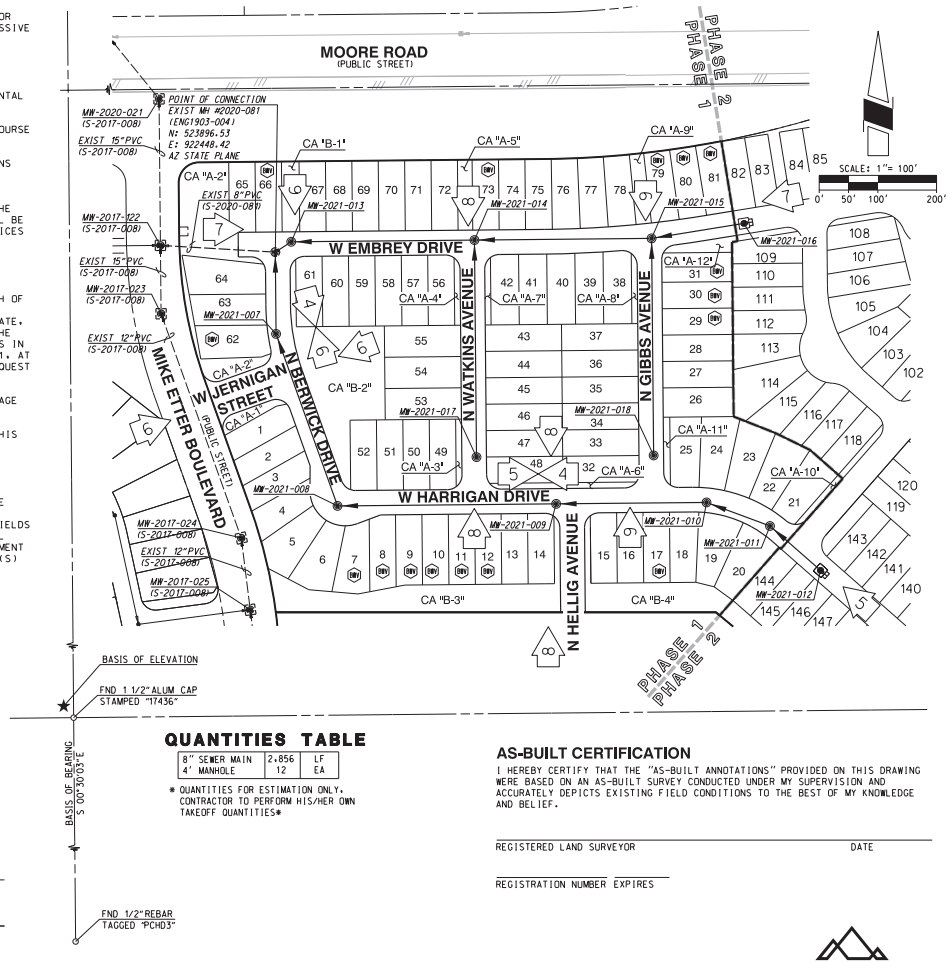
1	COVER SHEET
2-3	GENERAL NOTES
4-9	PAVING AND SEWER PLANS
10	HCS DATA, SEWER DETAILS AND SEWER NOTES
11	SIGNING AND STRIPING PLANS
12	SIGNING AND STRIPING NOTES & DETAILS
13	PAVING AND STANDARD DETAILS

MARANA AZ REVIEWED FOR CODE COMPLIANCE
10/19/2020 - cteresi
No. ENG2008-006 Approved

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

BY: _____ A.I.C.P.
TOWN OF MARANA PLANNING DIRECTOR DATE

BY: _____
MARANA WATER DIRECTOR DATE



BASIS OF ELEVATION
FND 1 1/2" ALUM CAP STAMPED "17436"
BASIS OF BEARING S 00°30'03"E
FND 1/2" REBAR TAGGED "PCHD3"

Location Map

QUANTITIES TABLE
8" SEWER MAIN	2,856	LF
4' MANHOLE	12	EA

* QUANTITIES FOR ESTIMATION ONLY. CONTRACTOR TO PERFORM HIS/HER OWN TAKEOFF QUANTITIES*

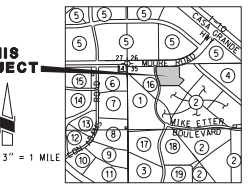
AS-BUILT CERTIFICATION
I HEREBY CERTIFY THAT THE "AS-BUILT ANNOTATIONS" PROVIDED ON THIS DRAWING WERE BASED ON AN AS-BUILT SURVEY CONDUCTED UNDER MY SUPERVISION AND ACCURATELY DEPICTS EXISTING FIELD CONDITIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR DATE

REGISTRATION NUMBER EXPIRES

MARANA AZ WATER

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



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

OWNER/DEVELOPER
GLADDEN PHASE II, L.L.C.
c/o CROWN WEST LAND GROUP
333 EAST WETMORE ROAD, SUITE 250
TUCSON, ARIZONA 85705
(520) 888-3962
CONTACT: DEAN WINGERT

WORK TO BE DONE
THE IMPROVEMENTS AND GRADING CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND SPECIFICATIONS AND STANDARD DETAILS:

STANDARD SPECIFICATIONS
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9) SUBDIVISION STREET STANDARDS MANUAL, TOWN OF MARANA (2016 EDITION)

LEGEND
ITEM	STANDARD DETAIL	SYMBOL
A.C. PAVING (REGULAR)	SEE DETAIL H, SHEET 13	
A.C. PAVING (TEMPORARY) (2" ON 100% NATIVE)		
6" VERTICAL CURB (TYPE 2)	SD 209	
5" WEDGE CURB	SD 209	
6" x 12" CONCRETE HEADER	SD 213	
TOP OF CURB ELEVATION		TC 52.50
EXIST ELEVATION		(49.50)
PROPOSED SEWER	RWRD 104	
PROPOSED 4' SEWER MANHOLE	RWRD 205, RWRD 211	
PROPOSED MH W/CONC COLLAR	RWRD 205, RWRD 212	
SEWER SERVICE		
STORM DRAIN	(FOR REFERENCE ONLY)	
NEW WATERLINE W/VALVE	(FOR REFERENCE ONLY)	
LOT REQUIRES BACKWATER VALVE ON HCS		
DETAIL REFERENCE	A = DETAIL IDENTIFICATION, 1 = SHEET SHOWING DETAIL	
CURB ACCESS RAMP	TOM SD 600-1 & 600-2	
CONCRETE SIDEWALK	SD 200	
SURVEY MONUMENT	SD 103	
PAVEMENT MARKINGS		ONLY
EXIST SEWER AND MANHOLE		
EXIST WATERLINE W/VALVE		
EXIST UNDERGROUND ELECTRIC LINE		
EXIST GAS LINE		
EXIST CURB & PAVEMENT		
PROJECT BOUNDARY		
EXIST ROW LINE		
CENTERLINE		
LOT NUMBERS		23
TEP TRANSFORMER	(FOR REFERENCE ONLY)	
TEP PEDESTAL	(FOR REFERENCE ONLY)	
PHASE LINE		
SHEET INDEX		2

NO.	BY	DATE	REVISION

RICK ENGINEERING COMPANY
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-794-1600
Tucson - Riverside - Flagstaff - Las Vegas - Sacramento - San Luis Obispo - Phoenix - Denver
rickengineering.com
J-5011

DESIGNED BY: SDH	DATE: 07/2020	CHECKED BY: BMP	DATE: 07/2020
DRAWN BY: RSW	DATE: 07/2020	APPROVED BY: BMP	DATE: 07/2020

PAVING & SEWER PLANS PREPARED FOR:
GLADDEN FARMS
BLOCK 27
PHASE 1
LOTS 1-81 AND
COMMON AREAS "A" & "B"

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call811 or click Arizona811.com

ENG2008-006
S-2021-002

SCALE: HORIZ : 1" = 100'
VERT : N/A

SHEET 1 OF 13

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07-OCT-2020 16:16

Council-Regular Meeting **C13**

Meeting Date: 03/15/2022

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: March 15, 2022

Subject: Approval of the Regular Council Meeting Summary Minutes of February 15, 2022 (Cherry L. Lawson)

Attachments

Regular Council Meeting Summary Minutes, 02/15/2022

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 15, 2022, at or after 6:00 PM

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

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

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

APPROVAL OF AGENDA

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

CALL TO THE PUBLIC

PROCLAMATIONS

PR1 Proclamation declaring March 4, 2022 as, "St. Baldrick's Day in Marana" (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Mayor Honea stated that he and **Council Member Officer** attended the ribbon cutting of the Deseret Industries on Orange Grove and Thornydale. The Thrift Store is open to all members of the public.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema reported on the following:

- The Marana Health Care Benefits Trust Board met last night and with recommendations from Town staff, and our Benefits Consultant, the Board indicated that the Town's reserves are so healthy that adopted **a 0% premium increase on the medical plans and a 5% premium decrease on the dental plans for FY23. The Board has also adopted a dental premium holiday to be effective for eight pay periods (four months)** to be implemented as determined by Town staff starting in March.

- The El Rio Preserve was not filled with water as Town staff had expected to occur on Valentine's Day. The Town has rescheduled it to February 28.
- Council Retreat Meeting is scheduled for March 9th, 10th, and 11th, and will be held in Phoenix at the Wigwam Resort.
- Parks and Recreation Department has putting on a monthly event called, "Concert in the Courtyard" over the several months throughout the spring. The first concert is Thursday, February 17 at 5 p.m. Food trucks and vendors will also be in the courtyard.
- **Assistant to the Town Manager, Andrea Caicedo** was introduced.

PRESENTATIONS

P1 Relating to Strategic Planning; presentation introducing CREA Affiliates, LCC who will develop Marana Strategic Plan V and outlining the planning process and timeline (Terry Rozema)

Communication Manager Vic Hathaway formally introduced **Ms. Caicedo** and provided an introduction of CREA Affiliates LLC and its purpose to assist the Town in reviewing and developing the fifth edition of the strategic plan.

P2 Relating to Budget; presentation of second quarter results (July-December) for the Town's General Fund and other selected major funds for the 2021-2022 fiscal year (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis provided an overview of the second quarter results for the Town of Marana General Fund and other selected funds for the 2021-2022 fiscal year. *(A copy of the presentation is on file in the Town Clerk's Office for review as well as the video is available on the Town's website for viewing at www.maranaaz.gov.)*

CONSENT AGENDA

C1 Ordinance No. 2022.002: Relating to Finance; Exempting the Nighthawk-72 Marana Marine Corps League Detachment 1344 from the Special Event Permit fee for the annual Nighthawk-72 Memorial Service (David L. Udall)

C2 Resolution No. 2022-012: Relating to Development; approving a Release of Assurances for a portion of Lazy K Bar Ranch and accepting public improvements for maintenance (Jason Angell)

C3 Resolution No. 2022-013: Relating to Development; approving a release of assurances for Gladden Farms Block 30 Lots 1 through 136 and accepting public improvements for maintenance (Jason Angell)

C4 Approval of the Council Regular Meeting Summary Minutes of February 1, 2022 (Cherry L. Lawson)

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

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for an Owner Transfer of a Series #07 Beer and Wine Bar liquor license submitted by Ryan Witner Anderson on behalf of Peter Piper Pizza #1211, located at 3741 West Ina Road Suite 125, Tucson, AZ 85741 (Cherry L. Lawson)

Town Clerk Cherry Lawson provided an overview of this item, and informed the Council that there is an error on the Local Government Body Recommendation form that indicates that this is for a Series #6, when in effect it is a Series #7. She asked for Council approval to submit the application to the Arizona Department of Liquor Licenses and Control for an Owner Transfer of a Series #07 Beer and Wine Bar liquor license submitted

by Ryan Witner Anderson on behalf of Peter Piper Pizza #1211, located at 3741 West Ina Road Suite 125, Tucson, AZ 85741.

Council Member Ziegler moved and Council Member Kai second the motion to adopt and submit to the DLLC an order recommending approval of an application for an Owner Transfer of a Series #07 Beer and Wine Bar liquor license submitted by Ryan Witner Anderson on behalf of Peter Piper Pizza #1211, located at 3741 West Ina Road Suite 125, Tucson, AZ 85741. Motion passes unanimously, 7-0.

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2022-014: Relating to Utilities; Authorizing Town staff to apply for a Drinking Water Revolving Fund loan from the Water Infrastructure Finance Authority of Arizona (WIFA) to fund construction costs for the Marana Park Reservoir Project (WT046) (Jing Luo)

Deputy Water Director Stephen Dean provided an overview of the item stating one of the projects that he wanted to discuss with Council is the Marana Park Reservoir. It is needed to accommodate new growth at projected growth in north Marana. As of this day, the Water Department has realized 100% of design that has been funded by the Water Impact Fees. Town staff is proposing that the Town continue to move forward with this project. The construction part will be approximately $3.5M; and the Impact Fees will fund $2.5 M for this purpose. In order to expedite this project, Town staff is recommending that Council provide that staff move forward on a WIFA Loan for $1M to make up the difference. That, approximately 50% of the WIFA Loan will be forgivable at $512,000.

Vice Mayor Post moved and Council Member Kai second the motion to adopt Resolution No. 2022-014, authorizing Town staff to apply for a Drinking Water Revolving Fund loan from the Water Infrastructure Finance Authority of Arizona (WIFA) to fund construction costs for the Marana Park Reservoir Project (WT046). Motion passes unanimously, 7-0.

A2 Resolution No. 2022-015: Relating to Budget; authorizing the transfer of $71,145 and $262,050, respectively, in budgeted expense authority from the General Fund contingency line item to the Water CIP budget in the fiscal year 2022 budget for the design of the Tangerine Business Park Well No. 2 Project and for the design of the Honea East Reservoir and Well Upgrade Project (Jing Luo)

Water Director Jing Luo provided an overview of the item stating the budget for fiscal year was adopted on June 15, 2021. The Council approved several Water Capital Improvement Projects that was funded by rates and impact fees. Town staff will propose a number of Capital Improvement Projects in the next fiscal year budget; however, the

pace of development has increased significantly—especially in north Marana requiring certain water infrastructure projects to be built expeditiously before new developments can be connected to Marana's water systems.

Ms. Luo stated Town staff is seeking opportunities to expedite the following two projects. She provided and overview of the two projects: Honea East Reservoir & Well Upgrade in north Marana and the second project is Tangerine Business Park Well No. 2.

In order to accommodate the rapid growth in the service area, staff believes it is in the best interest of the town to design this project during the current fiscal year. The construction can be completed in the next fiscal year. If Council approved, the water rate revenues will fund the projects. Town staff request Council's approval to transfer a total of $333,000 in budget expenditure authority to the corresponding projects. Budget authority would be assigned to the Water Capital Fund until such time that the Water Infrastructure and Improvement Plan is approved.

Council Member Craig asked for additional details as to how the last project would be funded by water rate increases. **Ms. Luo** replied stating the Town does have an existing well currently on-site, and it is underperforming. It only produces at 55 gallon per minute; the pumping rate is 55, that is, much lower than the Town anticipated in this area is. This is due to the well not being properly developed at that time. The Town looks to improve the level of service in the existing system. **Council Member Craig** asked who will pay the rates, and whether it is an increase for all users. **Ms. Luo** replied stating yes that the rate is collected for the entire service area.

Deputy Town Manager Erik Montague added for clarification, that the Council has already approved a multi-year rate plan. Incorporated within that rate plan, the Town has set what the rate are, known, and determined. The overall cost of this project is anticipated to be paid for by the existing rate plan study, and not an additional rate increase.

Council Member Craig stated the Town has an additional project that it did not plan for and the rates are not being increased. **Mr. Montague** replied stating that is correct. Within the overall rate plan and rate analysis, there are a number of projects identified to replace and address existing capital. The Town project and provide an overall estimate of what the capacity is based on actual rate revenues, and actual rate revenues are believed to be able to cover the projects.

Council Member Kai asked for clarification of the Tangerine Business Park Well No. 2 project asking whether a new well will be drilled in the same area to supply the 100-gallon water tank. He asked where the new supply is coming from with this new design. **Ms. Luo** replied stating the Town has hired a consulting firm where they will look at the site, as the Town has much real estate for that property. Town staff generally believe that

the new well site will be on the same property and same parcel, but approximately 100 ft. away from the existing site.

Mayor Honea inquired about the Honea East Well stating Town staff is looking at a million gallon storage in that area. **Ms. Luo** replied affirming **Mayor Honea's** inquiry. She stated the draft infrastructure improvement plan referenced an 800,000-gallon reservoir. **Mayor Honea** expressed some concern, as it is not a big site to place a large gallon on that site. **Ms. Luo** stated Town staff did visit the site, and that the Town owns another parcel adjacent to the existing water well site. The Town does plan to incorporate the nearby parcel, as staff believes it would be enough space to have reservoir.

Council Member Comerford moved and Council Member Kai second the motion to adopt Resolution No. 2022-015, authorizing the transfer of $71,145 and $262,050, respectively, in budgeted expense authority from the General Fund contingency line item to the Water CIP budget in the fiscal year 2022 budget for the design of the Tangerine Business Park Well No. 2 Project and for the design of the Honea East Reservoir and Well Upgrade Project. Motion passes, 6-1 (Vice Mayor Post).

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Ordinance No. 2022.003: Relating to Land Development; revising Marana Town Code Title 17 (Land Development), Chapter 17-2 (Administrative Bodies and Officers), Section 17-2-2 (Board of adjustment) to provide that the members of the Town Council [or alternatively, the Planning Commission] shall serve as the Marana Board of Adjustment; dissolving the sitting Board of Adjustment; and designating an effective date (Jane Fairall)

Town Attorney Jane Fairall provided an overview of the item state law require an every municipality to have a Board of Adjustment to hear variances and to hear appeals of Zoning Administrators of interpretation of code. Town staff has brought this item forward to discuss the possibility of eliminating the separate Board of adjustment that Marana has had since 2000. The Council established in 2003, but officially in place in 2004.

Council could either appointment council itself to serve as the Board of Adjustment, or the other suggestion was to appoint the Planning Commission to serve in that capacity. The reason that this item is on the agenda is that in 18 years, the Board has only heard cases 14 times. The last meeting that the board had was in 2017 and nine of the meetings were held for training on Open Meeting Law, Public Records Law or other rules conducted by former Town Attorney Frank Cassidy. The Board has not met in some time, nor had reason to meet. There are four vacancies on the Board at the end of this month.

Ms. Fairall explained to Council that if it appoint itself, or the Planning Commission, the Board of Adjustment is a quasi-judicial board. It is like a judge hearing a case in court. Council or the Planning Commission will only hear what is presented. At the Council meeting, or the Commission meeting or Commissioners in this case, if there was an appeal or a variance request, you have to put on your blinders and not talk to anybody and just decide based on the evidence that is presented at the hearing.

Another issue is that by law, the decisions of the Board of Adjustment is somebody appeals that that goes to the Superior Court as a special action. If the Council is serving as the Board of Adjustment, then the Council can decide how much we want to fight this in court. If not, the Council has officially no say in the matter. The Council would have to intervene as a as a separate party between you and whoever it is that seeking the variance or the appeal and the Board of Adjustment, and the Council comes in as a third party intervening on behalf of the town.

Mayor Honea asked if a project came through that even the Planning Commission and the Town Council does not approve a request, they could appeal to the Board of Adjustment. **Ms. Fairall** replied stating what they can take to the Board of Adjustment is an interpretation. Then appeal the interpretation that the Planning Administrator makes of the Code. That is what can be appealed to the Board of Adjustment. They could take a variance request to the Board of Adjustment, not an appeal from the Town Council.

Vice Mayor Post asked whether there would be any special training for those serving on the Planning Commission, if the Town appointed them to serve as the Board of Adjustment. **Ms. Fairall** replied stating she would recommend that the Town provide training to members on the Planning Commission.

Vice Mayor Post, moved and Council Member Kai second the motion to appoint the Planning Commission as the Board of Adjustment. Mayor Honea requested a roll call vote of the Council.

Ayes: Vice Mayor Post, Council Members Comerford, Kai, and Officer.
Nays: Mayor Honea, Council Members Ziegler, and Craig.
Motion passes, 4-3.

D2 Relating to Budget; discussion, direction, and possible action regarding development of the fiscal year 2022/2023 budget, including proposed budget initiatives and expenditures (Terry Rozema)

Council Member Ziegler inquired as to the employee's use of the Tuition Reimbursement benefit for higher education.

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)

Mr. Rozema provided an update to the Bills before the legislature, and members of the Council commented on Bills that are of concern to Arizona communities.

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 unanimously, 7-0. Meeting adjourned at 6:48 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on February 15, 2022. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

Council-Regular Meeting **A1**

Meeting Date: 03/15/2022

To: Mayor and Council

From: Steven Cheslak, Principal Planner

Date: March 15, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2022.006: Relating to Development; adopting revisions to Title 17 "Land Development" of the Marana Town Code, including miscellaneous revisions to Section 17-3-1 (Amendment and rezoning), Chapter 17-4 "Zoning," Section 17-11-7 (Landscape requirements), Chapter 17-15 "Floodplain and Erosion Hazard Management Code", and Chapter 17-16 "Stormwater Management"; revising Chapter 17-6 "General Development Regulations" to add new section 17-6-10 (Height of buildings and structures); revising Chapter 17-14 "Hillside Development" to add new section 17-14-5 (Average cross slope calculations); and making other various revisions to Title 17 of the Marana Town Code; and designating an effective date (Steve Cheslak)

Resolution No. 2022-027: Relating to Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2022.006, revisions to Title 17 "Land Development" of the Marana Town Code, including miscellaneous revisions to Section 17-3-1 (Amendment and rezoning), Chapter 17-4 "Zoning," Section 17-11-7 (Landscape requirements), Chapter 17-15 "Floodplain and Erosion Hazard Management Code", and Chapter 17-16 "Stormwater Sanagement"; revising Chapter 17-6 "General Development Regulations" to add new Section 17-6-10 (Height of buildings and structures); revising Chapter 17-14 "Hillside Development" to add new Section 17-14-5 (Average cross slope calculations); and making other various revisions to Title 17 of the Marana Town Code (Steve Cheslak)

Discussion:

REQUEST
Staff is requesting the approval of amendments to various chapters of Title 17 "Land Development" of the Marana Town Code. The proposed changes include the following: miscellaneous revisions to Section 17-3-1 (Amendment and rezoning), Chapter 17-4 "Zoning," Section 17-11-7 (Landscape requirements), Chapter 17-15 "Floodplain and Erosion Hazard Management Code", and Chapter 17-16 "Stormwater Management"; revisions to Chapter 17-6 "General Development Regulations" to add new section 17-6-10 (Height of buildings and structures); revisions to Chapter 17-14 "Hillside Development" to add new section 17-14-5 (Average cross slope calculations); and other various revisions to Title 17 of the Marana Town Code.

OVERVIEW
In June of 2021, the Town Council adopted Ordinance 2021.010, enacting comprehensive revisions to the Land Development Code and the final migration of the old Land Development Code to Title 17 of the Town Code. The proposed changes consist largely of minor revisions to improve the processes and procedures relating to development, corrections related to misstated or omitted provisions, and other miscellaneous clean-up. Included within the packet are the proposed ordinance revisions, as well a copy of the new stormwater management enforcement response plan (ERP) which will be adopted as a part of the ordinance and as required by ADEQ.

UPDATE HIGHLIGHTS
The list below highlights and describes many of the proposed amendments.

Chapter 17-3 "Administration and Enforcement"
17-3-1 B. Rezoning
The criteria for determining whether a site analysis is required or not for a rezoning has been modified to eliminate acreage requirements and focus on the use of the property.

Chapter 17-4 "Zoning"
17-4-2 Use Matrix Table 2
The Land Use Matrix table 2 has been modified for clarity to include existing language, found elsewhere in the Code, stating outdoor storage of stock-in-trade goods is allowed in commercial zoning.

17-4-17 through 19 Zone A, B, C
The creation of the Legacy zones and the elimination of the Significant Land Use Change (SLUC) option inadvertently reduced the land use options and regulation of uses available to existing land owners in these zones. The Agricultural zone uses and corresponding conditions will be applicable in the A, B, and C Legacy zones as long as the use is consistent with the General Plan. It should be noted that when this item was presented to the Planning Commission on February 23, 2022, the draft revisions would have alos allowed agricultural uses in Zone E – transportation corridor zone. However, staff has since determined that those uses are not appropriate in Zone E.

Chapter 17-6 "General Development Regulations"

17-6-10 Height of buildings and structures
This entire section was adopted by the Town Council on October 16, 2018 by Ordinance # 2018.019 as a revision to the existing Code. Setback allowances were modified and additional height was allowed for ornamental elements of buildings. In an oversight by staff, this ordinance language was never incorporated in the working draft of the 2021 comprehensive Land Development Code update and did not become a part of Town Code Title 17. This action reinstates the previously adopted language into the Code.

Chapter 17-11 "Environmental Resource Preservation, Native Plant Protection, and Landscape Requirements"
17-11-7 F.4. Landscape buffer matrix
For ease of use and clarity, the existing tables are broken down further into three tables with minor revisions.

17-11-10 Maintenance & 17-11-13 Assurances
These two sections have been updated and realigned to reflect current Town practices after revisions to grading requirements in Chapter 17-13 Standards for Grading and Related Site Work went into effect in 2021.

Chapter 17-14 "Hillside Development"
17-14-5 (Average cross slope calculations)
The addition of this section provides clarity for calculating cross slopes and the ability to set aside natural areas in the calculation of the average cross slope of a residential site.

Chapter 17-15 "Floodplain and Erosion Hazard Management Code
The Floodplain code update is a result of the most recent audit from the Arizona Department of Emergency Management to keep consistent with their model ordinance language. There are no substantive changes to the document.

Chapter 17-16 "Stormwater Management"
This chapter was revised to reflect new requirements for stormwater pollution prevention enforcement from the Arizona Department of Environmental Quality (ADEQ). These requirements are part of the Town's Municipal Separate Storm Sewer System permit from ADEQ which was revised in September of 2021. Included within the agenda packet is a copy of the new stormwater management enforcement response plan (ERP) which will be adopted as a part of the ordinance and as required by ADEQ.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2022.006 and Resolution No. 2022-027, approving amendments to various chapters of Title 17 "Land Development" of the Marana Town Code

Planning Commission Recommendation
The Planning Commission heard the request for the proposed amendments on February 23, 2022. By a vote of 7-0, the Planning Commission voted to recommend approval of the proposed Town Code amendments to the Town Council.

Suggested Motion:

I move to adopt Ordinance 2022.006, adopting the amendments to various chapters of Title 17 "Land Development" of the Marana Town Code, and Resolution 2022-027 declaring the amendments a public record.

Attachments

Ordinance No. 2022.006

Resolution No. 2022-027

Exhibit A - LDC Revisions

Stormwater Management Enforcement Response Plan

MARANA ORDINANCE NO. 2022.006

RELATING TO DEVELOPMENT; ADOPTING REVISIONS TO TITLE 17 "LAND DEVELOPMENT" OF THE MARANA TOWN CODE, INCLUDING MISCELLANEOUS REVISIONS TO SECTION 17-3-1 (AMENDMENT AND REZONING), CHAPTER 17-4 "ZONING," SECTION 17-11-7 (LANDSCAPE REQUIREMENTS), CHAPTER 17-15 "FLOODPLAIN AND EROSION HAZARD MANAGEMENT CODE", AND CHAPTER 17-16 "STORMWATER MANAGEMENT"; REVISING CHAPTER 17-6 "GENERAL DEVELOPMENT REGULATIONS" TO ADD NEW SECTION 17-6-10 (HEIGHT OF BUILDINGS AND STRUCTURES); REVISING CHAPTER 17-14 "HILLSIDE DEVELOPMENT" TO ADD NEW SECTION 17-14-5 (AVERAGE CROSS SLOPE CALCULATIONS); AND MAKING OTHER VARIOUS REVISIONS TO TITLE 17 OF THE MARANA TOWN CODE; AND DESIGNATING AN EFFECTIVE DATE

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

SECTION 1. The revisions to Title 17 "Land Development" of the Marana Town Code, including miscellaneous revisions to Section 17-3-1 (Amendment and rezoning), Chapter 17-4 "Zoning," Section 17-11-7 (Landscape requirements), Chapter 17-15 "Floodplain and Erosion Hazard Management Code", and Chapter 17-16 "Stormwater Management"; revisions to Chapter 17-6 "General Development Regulations" to add new section 17-6-10 (Height of buildings and structures); revisions to Chapter 17-14 "Hillside Development" to add new section 17-14-5 (Average cross slope calculations); and other various revisions to Title 17 of the Marana Town Code, one paper copy and one electronic copy of which are on file in the office of the Town Clerk, which were made a public record by and attached as Exhibit A to Resolution No. 2022-027 of the Town of Marana, Arizona, are hereby referred to, adopted and made a part of this ordinance as if fully set out here.

SECTION 2. The following penalty clauses are included in Marana Town Code Title 17 (Land Development) as adopted pursuant to this ordinance:

17-15-7 Abatement of violations

A. Within 30 days of discovery of a violation of this chapter, the floodplain administrator shall submit a report to the floodplain board which shall include all information available to the floodplain administrator which is

pertinent to the violation. Within 30 days of receipt of this report, the floodplain board shall do one of the following:

1. Take any necessary action to effect the abatement of such violation.

2. Issue a floodplain variance to this chapter in accordance with the provisions of section 17-15-11.

3. Order the owner of the property upon which the violation exists to provide whatever additional information may be required for their determination. Such information must be provided to the floodplain administrator within 30 days of such order and the floodplain administrator shall submit an amended report to the floodplain board within 20 days. At the next regularly scheduled public meeting, the floodplain board shall either order the abatement of said violation or they shall grant a floodplain variance in accordance with the provisions of section 17-15-11.

4. For FEMA regulated special flood hazard areas, submit to FEMA a declaration for denial of insurance, stating that the property is in violation of a cited state or local law, regulation or ordinance, pursuant to section 1316 of the national flood insurance act of 1968 as amended.

B. The town may withhold the issuance of permits, including building permits, native plant permits and grading permits, for the development or improvement on the parcel or any contiguous parcel of land under the same ownership.

17-16-3 Compliance monitoring

A. Inspections [no penalty clauses]

B. Enforcement and penalties

1. When inspections by town staff reveal deficiencies in the implementation of the SWPPP, a written inspection report will be provided to the owner and operator within 30 days of the inspection.

2. Charges or penalties levied pursuant to this chapter shall be collected and utilized for public education and outreach in compliance with the town's MS4 permit.

3. Operator and/or owner of record. The operator performing activities and/or owner of record of the property upon which a violation of this chapter occurs shall be presumed to be a person having lawful control over the activity or premises unless it is demonstrated and documented that another person has knowingly and in good faith accepted responsibility for the activity at issue. If more than one person is identified as the owner, such persons shall be presumed to be jointly and severally in lawful possession and control of the activity or premises.

4. Notice to correct. The town may issue a written notice to correct to any person who has violated or is in violation of this chapter. Failure to comply

with any act required in the notice to correct may result in a notice of violation and/or stop work order.

5. Notice of violation. The town may issue a written notice of violation to any person who has violated or is in violation of this chapter. Failure to comply with any act required in the notice of violation shall be a separate violation for each day beyond the third calendar day following the notice of violation. Nothing in this section shall limit the authority of the town to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation. In appropriate situations the town may notify the person orally either in person or by telephone prior to written notification.

6. Consent orders. The town may enter into consent orders, assurances of voluntary compliance, negotiated settlement agreements, or other similar documents establishing an agreement with any person responsible for noncompliance. Such documents will include specific action to be taken by the person to correct the noncompliance within a time period specified by the document, including an identification and description of the best management practices and measures to utilize in implementing the order. Such documents shall have the same force and effect as any other orders issued under this chapter and shall be judicially enforceable.

7. Stop work order. For projects under construction in the town, if the town finds that a person has violated, or continues to violate, any provision of this chapter or any related laws or regulations, or that the person's past violations are likely to recur, the town may issue a stop work order to the person directing them to cease and desist all such violations and direct the person to immediately comply with all requirements; and take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation. Issuance of a stop work order shall not be a bar against, or a prerequisite for, taking any other action against the person. A person's failure to comply with an order issued pursuant to this chapter shall constitute a violation of this chapter.

8. Civil penalties. A person who violates any requirement of this chapter shall be civilly liable to the town for a sum not to exceed $2,500 per day for each violation.

9. Criminal penalties. A person who willfully or negligently violates any provision of this chapter, or any related laws or regulations shall, upon conviction, be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed $2,500 per day for each violation and/or by imprisonment for a period not to exceed six months.

10. Criminal prosecution. Some intentional violations may constitute criminal violations of federal, state, and town law, and that under such circumstances, the town may seek the assistance of the EPA, the state, or the town prosecutor to commence civil and/or criminal action against any person who violates any requirement of this chapter.

11. The town may withhold the issuance of permits including but not limited to building permits, native plant permits and grading permits, for the development or improvement on the parcel or any contiguous parcel of land under the ownership of a person or persons in violation of any requirement of this chapter.

12. Liability for costs. The town may assess liability for costs to any person in violation of this chapter for all actual costs incurred by the town in surveillance, sampling and testing, abatement, and remediation associated with a discharge. Additionally, the town may assess liability for costs to any person whose discharge resulted in a violation of the town's AZPDES stormwater permit.

SECTION 3. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

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

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 6. This ordinance is effective on the 31st day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of March, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2022-027

RELATING TO DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS ADOPTED BY ORDINANCE NO. 2022.006, REVISIONS TO TITLE 17 "LAND DEVELOPMENT" OF THE MARANA TOWN CODE, INCLUDING MISCELLANEOUS REVISIONS TO SECTION 17-3-1 (AMENDMENT AND REZONING), CHAPTER 17-4 "ZONING," SECTION 17-11-7 (LANDSCAPE REQUIREMENTS), CHAPTER 17-15 "FLOODPLAIN AND EROSION HAZARD MANAGEMENT CODE", AND CHAPTER 17-16 "STORMWATER MANAGEMENT"; REVISING CHAPTER 17-6 "GENERAL DEVELOPMENT REGULATIONS" TO ADD NEW SECTION 17-6-10 (HEIGHT OF BUILDINGS AND STRUCTURES); REVISING CHAPTER 17-14 "HILLSIDE DEVELOPMENT" TO ADD NEW SECTION 17-14-5 (AVERAGE CROSS SLOPE CALCULATIONS); AND MAKING OTHER VARIOUS REVISIONS TO TITLE 17 OF THE MARANA TOWN CODE

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the revisions to Title 17 "Land Development" of the Marana Town Code, including miscellaneous revisions to Section 17-3-1 (Amendment and rezoning), Chapter 17-4 "Zoning," Section 17-11-7 (Landscape requirements), Chapter 17-15 "Floodplain and Erosion Hazard Management Code", and Chapter 17-16 "Stormwater Management"; revisions to Chapter 17-6 "General Development Regulations" to add new section 17-6-10 (Height of buildings and structures); revisions to Chapter 17-14 "Hillside Development" to add new section 17-14-5 (Average cross slope calculations); and other various revisions to Title 17 of the Marana Town Code, a copy of which is attached to and incorporated in this resolution as Exhibit A and one paper copy and one electronic copy of which are on file in the office of the Town Clerk, are hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of March, 2022.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

SECTION 1. Section 17-3-1 (Amendment and rezoning) of the Marana Town Code is hereby revised as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

17-3-1 Amendment and rezoning

[No revisions to paragraph A]

B. Rezoning. The town has three broad rezoning categories:

1. Translational or non-site analysis rezoning: A simplified rezoning with flexible application requirements for any ~~a~~ rezoning that does not require a site analysis as described in subparagraph 2 below~~; primarily used to rezone properties zoned in one of the legacy zones described in sections 17-4-16 through 17-4-26~~.

2. Site analysis rezoning: A rezoning used in all of the following circumstances:

   a. When property is to be developed for more than one non-residential use or on multiple lots ~~Property greater than one acre in size to be developed for nonresidential uses~~.

   b. When property is to be developed with more than three lots for single-family residential use ~~Property greater than one acre in size to be developed at a residential density of two or more residences per acre~~.

   c. When property is to be developed for multi-family residential use ~~Property greater than five acres in size~~.

3. Specific plan: A specific plan, as defined in section 17-1-6(A), contains unique development and design standards specific to a rezoning site on a parcel of five acres or more, with either single-or multi-phased development. See section 17-4-15 for further requirements regarding specific plans.

[No revisions to paragraph C]

D. Approval criteria. The planning commission and town council shall consider the following ~~questions~~, at a minimum, in reviewing an application for a rezoning:

[No revisions to subparagraphs 1 through 5]

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

[No revisions to subparagraphs 7 through 11]

SECTION 2. Chapter 17-4 "Zoning" of the Marana Town Code is hereby revised as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

[No revisions to section 17-4-1]

17-4-2 Use matrix

[No revisions to paragraphs A through C]

Table 2. Use Matrix (only amendments to Table 2 are shown; the remainder of Table 2 is unchanged)

Uses	AG	RA	ER	NR	GR	MR	RR	NC	VC	LI	HI
Retail establishment, under 30,000 sq. ft., no open storage (except stock-in-trade per 17-8-6)	X	X	X	X	X	A	A	P	P	P	P
Retail establishment, 30,000 sq. ft. and larger, no open storage (except stock-in-trade per 17-8-6)	X	X	X	X	X	X	X	X	P	P	P

[No revisions to sections 17-4-3 through 17-4-16]

17-4-17 Zone A – small lot zone

A. Permitted uses. Within zone A, residential, commercial, industrial, and quasi-public land uses shall be permitted so long as each such land use is conducted on a lot no larger than 2.5 acres. Agricultural uses, as listed in section 17-4-2, table 2 (Use matrix), shall be permitted in zone A in the same circumstances as they are permitted in the AG zone per section 17-4-2, table 2, and subject to the same conditions per use as in the AG zone per section 17-4-3, table 3 (Conditions per use). Rezoning is not required to establish a use permitted in the neighborhood commercial (NC) zone, within an existing building or suite in a designated commercial area if the use can be accommodated within the existing building or suite without requiring a new retail commercial building permit. This is not, however, to be construed to permit any land use that may be specifically prohibited within the town by this or any other ordinance of the town or by state or federal law.

[No revisions to paragraphs B through E]

17-4-18 Zone B – medium lot zone

A. Permitted uses. Within zone B, any residential, commercial, industrial, or quasi-public land use is permitted so long as each separate land use is conducted on a lot larger than 2.5 acres but no larger than 25 acres.

Agricultural uses, as listed in section 17-4-2, table 2 (Use matrix), shall be permitted in zone B in the same circumstances as they are permitted in the AG zone per section 17-4-2, table 2, and subject to the same conditions per use as in the AG zone per section 17-4-3, table 3 (Conditions per use). This is not to be construed, however, to permit any land use that may be expressly prohibited within the town by other ordinances of the town, by other provisions of this code, or by state or federal law.

[No revisions to paragraphs B through D]

17-4-19 Zone C – large lot zone

A. Permitted uses. Within zone C, any residential, commercial, industrial, or quasi-public land use shall be permitted, so long as each separate activity is conducted on a lot no smaller than 25 acres. Agricultural uses, as listed in section 17-4-2, table 2 (Use matrix), shall be permitted in zone C in the same circumstances as they are permitted in the AG zone per section 17-4-2, table 2, and subject to the same conditions per use as in the AG zone per section 17-4-3, table 3 (Conditions per use). This is not to be construed, however, to permit any land use that may be expressly prohibited within the town by other sections of this code other ordinances of the town, or state or federal law.

[No revisions to paragraphs B through D]

[No revisions to sections 17-4-20 through 17-4-26]

SECTION 3. Section 17-5-3 (Subdivision requirements) of the Marana Town Code is hereby revised as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

17-5-3 Subdivision requirements

[No revisions to paragraphs A and B]

C. General requirements

[No revisions to subparagraphs 1 through 5]

6. Lot widths and depths. All lots shall conform to the lot standards for each zone district as set forth in chapter 17-4 ~~section 17-4-4 (lot standards)~~.

[No revisions to subparagraphs 7 through 18]

[No revisions to paragraph D]

SECTION 4. Section 17-6-7 (Animal-keeping) of the Marana Town Code is hereby revised as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

17-6-7 Animal-keeping

[No revisions to paragraph A]

B. Location of animal-keeping structures. See section 17-4-3 (use conditions matrix), table 3 ~~4~~ (conditions per use).

[No revisions to paragraph C]

SECTION 5. Chapter 17-6 "General Development Regulations" of the Marana Town Code is hereby revised by adding new section 17-6-10 (Height of buildings and structures) as follows:

17-6-10 Height of buildings and structures

A. Additional height is allowed for ornamental elements of buildings and structures such as belfries, clock towers, cupolas, domes, spires, and steeples, subject to the following provisions:

1. The element is an integral part of the building's architecture.
2. The element is not for human occupancy.
3. The element is not used for signage.
4. The element shall be set back at least one foot from all property lines for every foot of height above finished grade. Where the zoning setback exceeds the height of the element, the zoning setback shall apply.

5. Elements higher than 50% above the zoning height limit, or that do not conform to the increased setbacks specified in section 17-6-10 A. 4, shall:
   a. require a conditional use permit
   b. require a viewshed and shadow analysis showing the impact on nearby properties
   c. have a combined footprint not exceeding 25% of the roof area of the principal building
6. Lighting or direct illumination of any part of the element above the zoning height limit shall require a conditional use permit.

B. Multiple architectural elements may be considered separately when determining setbacks and the applicability of section 17-6-10 A. 5.

SECTION 6. Chapter 17-8 "Multi-Family, Commercial, and Industrial Design Standards" of the Marana Town Code is hereby revised as follows, (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

[No revisions to sections 17-8-1 through 17-8-4]

17-8-5 Off-street loading

A. Stores must have a rear or side entrance that is accessible to a loading area ~~and~~ or a service driveway.

[No revisions to paragraphs B through E]

17-8-6 Storage

Open storage of equipment and materials is prohibited. Open storage of stock-in-trade is permitted. For purposes of this section, "stock-in-trade" is defined as the goods kept on hand by a business for the purposes of its trade.

[No revisions to sections 17-8-7 through 17-8-16]

SECTION 7. Section 17-10-3 (Definitions and sign types) of the Marana Town Code is hereby revised as follows (with additions shown with double underlining):

17-10-3 Definitions and sign types

A. The following definitions supplement those found elsewhere in the town code and land development code. In the event of conflicting definitions related to signs, the definitions in this section prevail.

[No revisions to subparagraphs 1 through 28]

29. Portable directional sign: A portable sign directing the traveling public to a real estate open house or to an event or a portable sign with any particular non-commercial message.

[No revisions to subparagraphs 30 through 50]

SECTION 8. Chapter 17-11 "Environmental Resource Preservation, Native Plant Protection, and Landscape Requirements" of the Marana Town Code is hereby revised as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

[No revisions to sections 17-11-1 through 17-11-6]

17-11-7 Landscape requirements

[No revisions to paragraphs A through E]

F. Landscape buffer standards.

1. Purpose.
   a. Landscape buffers provide the following four distinct functions:
      i. Serve as landscape screens to mitigate visual impacts;
      ii. Provide a landscape setback to reduce noise;
      iii. Physically separate incompatible adjacent land uses; and
      iv. Provide an aesthetic transition between adjacent compatible land uses.
   b. In addition, landscape buffers function to eliminate or minimize potential nuisances such as dirt, litter, noise, glare of lights, and signs. They also visually soften and screen unsightly buildings or parking areas. Landscape buffers are also designed to ensure a desired character along public streets and roads.
2. A landscape buffer may be used for passive recreation. It may contain pedestrian, bike and equestrian trails. Where appropriate, linkages shall be encouraged within or along a landscape buffer as long as the total width of the buffer is maintained, and all other regulations of the code are met. Swimming pools, tennis courts, sports fields, golf courses, parking lots, or other uses requiring structures or removal of vegetation shall not be permitted within a landscape buffer.
3. Landscape buffers shall be located on the outer perimeter of a lot or parcel, extending to the property or boundary lines and shall be determined in accordance with the landscape buffers ~~matrix~~ matrices set forth in subparagraph 5 below.
4. ~~Landscape buffers matrix.~~ Landscape buffer plant requirements shall be determined by application of ~~a comparison of zone and/or existing land use (whichever is most restrictive). Once the zones are determined, the appropriate formula to determine plant requirements must be applied~~

~~per~~ the ~~following~~ landscape buffers ~~matrix~~ matrices set forth in subparagraph 5 below.~~:~~

5. Landscape buffers matrices. The numbers in table 1 (Landscape buffers matrix – between zoning districts) and table 2 (Landscape buffers matrix – street frontage) refer to the codes in table 3 (Landscape buffers matrix codes).

Table 1. Landscape buffers matrix – between zoning districts

Subject zone or zoning group	Adjacent zone or zoning group								
	AG	RA	ER	NR	GR	MR	RR	C	I
AG	n/a	1	1	1	2	2	2	3	4
RA	1	1	1	1	2	2	2	3	4
ER	1	1	1	1	2	2	2	3	4
NR	1	1	1	1	2	2	2	3	4
GR	2	2	2	2	1	1	1	1*	1√
MR	2	2	2	2	1	1	1	1*	1√
RR	2	2	2	2	1	1	1	1*	1√
C (NC or VC)	3	3	3	3	2	2	2	n/a	2√
I (LI or HI)	4	4	4	4	4	4	4	3	n/a

* Use code 2 if adjacent parcel was developed prior to adoption of these landscape buffer requirements.
√ Use code 3 if adjacent parcel was developed prior to adoption of these landscape buffer requirements.

Table 2. Landscape buffers matrix – street frontage

Subject zone or zoning group	Street frontage	
	Front	Side or Rear
AG	5	3
RA	5	3
ER	5	3
NR	5	3
GR	5	3
MR	5	3
RR	5	3
C (NC or VC)	5	3
I (LI or HI)	4	4

Table 3. Landscape buffers matrix codes		
Code	**Depth of buffer**	**Plant count**
1	6′ minimum	1.5 per 100 sq. ft.
2	10′ minimum	1.5 per 100 sq. ft.
3	15′ minimum	2.0 per 100 sq. ft.
4	25′ minimum	1.5 per 100 sq. ft.
5	10′ minimum	1.0 per 100 sq. ft.

	~~Proposed development~~	~~Existing zoning/ development~~				~~Street frontage~~		
~~Symbol~~		~~A~~	~~B~~	~~C~~	~~D~~	~~Front~~	~~Side or Rear~~	~~Street~~
~~A~~	~~AG, RA, ER, NR~~	~~1~~	~~2~~	~~3~~	~~4~~	~~5~~	~~3~~	~~3~~
~~B~~	~~GR, MR, RR~~	~~2~~	~~1~~	~~½+~~	~~⅓+~~	~~5~~	~~3~~	~~3~~
~~C~~	~~NC, VC~~	~~3~~	~~2~~	~~1~~	~~⅔+~~	~~5~~	~~3~~	~~3~~
~~D~~	~~LI, HI~~	~~4~~	~~4~~	~~3~~	~~2+~~	~~4~~	~~4~~	~~4~~

~~+ Use this code if existing development occurred previous to buffer requirements.~~

~~Code~~	~~Depth of buffer~~	~~Plant count~~
~~1~~	~~6′ minimum~~	~~1.5 per 100 sq. ft.~~
~~2~~	~~10′ minimum*~~	~~1.5 per 100 sq. ft.~~
~~3~~	~~15′ minimum*~~	~~2.0 per 100 sq. ft.~~
~~4~~	~~25′ minimum**~~	~~1.5 per 100 sq. ft.~~
~~5~~	~~10′ minimum~~	~~1.0 per 100 sq. ft.~~
	~~15′~~	~~0.8 per 100 sq. ft.~~
	~~20′~~	~~0.6 per 100 sq. ft.~~

~~Notes:~~

a. For every three shrubs planted, one 15 gallon tree shall be planted. Example: using code 1: a 1000 square foot landscape buffer area would need 15 plants: 12 one gallon shrubs and four 15 gallon trees. Earth berms of a minimum size of two cubic yards (approximately 8′W x 4.5′L x 1.5′H) may be used in lieu of three shrubs not to exceed 25% of shrubs.

b. Ground cover plants are required in addition to above plants. Ground cover equal to 20% of the total number of trees and shrubs will be located in the landscape buffer area.

[No revisions to paragraphs G and H]

17-11-8 Landscaping standards for off street parking areas

All off-street parking areas are required to comply with the following regulations:

A. Minimum requirements. A minimum of 15% of the gross parking area (includes all paved access and parking areas) shall be devoted to amenity landscaping as follows:

[No revisions to subparagraph 1]

2. Any off-street parking area for five or more vehicles shall include a ten foot minimum width landscape buffer between the parking area and the public right-of-way. This area shall include screening as required by section 17-9-2 ~~a minimum three foot tall decorative masonry wall and/or a three foot tall landscaped berm adjacent to parking stalls to screen the parked cars from the public right-of-way~~.

[No revisions to subparagraphs 3 through 12]

[No revisions to section 17-11-9]

17-11-10 Maintenance

A. Continuous maintenance provisions shall be provided on the landscape plan. Maintenance shall include a plan~~,~~ which accommodates the following:

[No revisions to subparagraphs 1 through 4]

5. Any plant material in areas of required landscaping that does not survive shall be replaced with an equivalent size and species within 30 days on an ongoing basis. Failure to replace dead plant material within the specified time period shall constitute a zoning violation.

6. Irrigation shall be routinely tested and shall be repaired and replaced as necessary to prevent excess spray or water to planted areas, curbs and pavement, clogged emitters at each plant, and flooding of low lying areas. Improper irrigation system maintenance which results in pooling or runoff of excess water shall result in a warning. Failure to resolve the problem within 30 days shall constitute a zoning violation.

[No revisions to subparagraph 7]

[No revisions to sections 17-11-11 and 17-11-12]

17-11-13 Assurances

A. Native plant assurances. The town may require that ~~I~~implementation and compliance with ~~the~~ an approved native plant preservation plan ~~shall~~ be guaranteed by assurances, such as performance bonds, a letter of credit from a financial institution, or a third party trust acceptable to the town, as determined by town policy and regulation.

B. Landscape maintenance assurances. An approved ~~site plan, development plan, or~~ final plat shall require covenants or assurances which:

1. Ensure the continued maintenance of required landscaping, buffering and associated irrigation systems;

2. Assign responsibility of maintenance to the property owner, lessee, heirs, assigns, agent, a homeowner's association or other liable entity; and

~~3. Require future building pads within a phased development to be maintained in a dust-free condition by paving or applying mulch or native groundcover materials; and~~

~~4.~~ Ensure that any plant materials included in an approved landscape plan that do not survive after installation are replaced with plant materials of the same or like species of equal size within 30 days of the plant's demise. ~~Failure to replace dead plant material within the specified time period shall constitute a zoning violation.~~

~~5. Improper irrigation system maintenance which results in pooling or runoff of excess water shall result in a warning. Failure to resolve the problem within 30 days shall constitute a zoning violation.~~

SECTION 9. Chapter 17-14 "Hillside Development" of the Marana Town Code is hereby revised by adding new section 17-14-5 (Average cross slope calculations) as follows:

17-14-5 Average cross slope calculations

A. Average cross slope of a lot or parcel will be determined by using the following equation:

$$\frac{\mathbf{I \times L \times 0.0023}}{\mathbf{A}}$$

B. For purposes of the equation set forth in paragraph A above, the following values are assigned:

1. I = Contour interval (maximum 10') in feet

2. L = Combined length in feet of all contour lines measured on the lot or parcel

3. 0.0023 = Conversion of square feet into acres × 100

4. A = Lot or parcel area in acres

C. The average cross slope shall be rounded off to the nearest whole number. When .5 or higher is computed, the number shall be rounded off to the next highest whole number.

D. The average cross slope of a lot or parcel proposed for residential purposes only may be reduced by establishing a natural area on the lot or parcel and revising the average cross slope calculation to delete the natural area from the equation.

E. Natural areas set aside in any division of land shall not be included in the average cross slope calculation, neither in the combined length of contour (L) nor in the lot or parcel area (A). The total acreage of the lot or parcel may be used to calculate the number of dwelling units based on allowable density, provided that all other applicable provisions of this section are met.

F. The average cross slope is used for determining slope density requirements for residential development only.

SECTION 10. Chapter 17-15 "Floodplain and Erosion Hazard Management Code" of the Marana Town Code is hereby revised as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

17-15-1 General information

[No changes to paragraph A]

B. Findings of fact.

[No changes to subparagraph 1]

2. Flood losses may be exacerbated by the cumulative effects of obstructions ~~to flow, inadequate anchoring of structures and encroachment into the floodplain~~ in special flood hazard areas, which increase flood depths and velocities and, when inadequately anchored, cause damage in other areas. Uses that are inadequately flood-proofed, elevated, or otherwise protected from flood damage, also contribute to the flood

C. Statement of purpose. It is the purpose of this chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

[No changes to subparagraphs 1 through 4]

5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in ~~areas of~~ special flood hazard areas;

[No changes to subparagraph 6]

7. To ensure that potential buyers are notified that property is in ~~an area of~~ a special flood hazard area;

8. To ensure that those who occupy the ~~areas of~~ special flood hazard areas assume responsibility for their actions; and

9. To participate in and maintain eligibility for flood insurance and disaster relief.

[No changes to paragraph D]

17-15-2 Abbreviations and definitions

A. Abbreviations. The following common abbreviations are used throughout this chapter:

[No changes to subparagraphs 1 through 7]

~~8. FIA: Federal insurance administration~~

~~9.~~ 8. FIS: Flood insurance study

~~10.~~ 9. FIRM: Flood insurance rate map

10. LOMA: Letter of map amendment

11. LOMR: Letter of map revision

12. LOMR-F: Letter of map revision based on fill

~~12.~~ 13. NGVD: National geodetic vertical datum of 1929

~~13.~~ 14. NAVD: North American vertical datum of 1988

15. NFIP: National flood insurance program

~~14.~~ 16. SFHA: Special flood hazard area

B. Definitions. Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

1. Accessory Structure. A structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

[No changes to existing subparagraphs 1 through 4 which are hereby renumbered as subparagraphs 2 through 5]

~~5.~~6. Base flood elevation (BFE). ~~The water surface elevation associated with the base flood.~~ The computed elevation to which floodwater is anticipated to rise during the base flood.

[No changes to existing subparagraphs 6 through 11 which are hereby renumbered as subparagraphs 7 through 12]

~~12.~~ 13. Development. Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, and storage of materials and equipment located within the ~~area of~~ special flood hazard area.

14. Elevation certificate. An administrative tool of the NFIP that is used to provide elevation information necessary to ensure compliance with community floodplain management ordinance, to determine the proper insurance premium rate, and to support a request for a LOMA or LOMR-F.

[No changes to existing subparagraphs 13 through 15 which are hereby renumbered as subparagraphs 15 through 17]

~~16.~~ 18. Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, construction of streets and either final site grading or the pouring of concrete slabs) is completed before ~~the effective date of the floodplain management regulations adopted by the community~~ July 9, 1984, the date of the town's first floodplain management ordinance.

[No changes to existing subparagraphs 17 through 19 which are hereby renumbered as subparagraphs 19 through 21]

~~20. Flood boundary and floodway map (FBFM). The official map on which FEMA or FIA has delineated the areas of special flood hazards and the floodway.~~

~~21. Flood hazard boundary map (FHBM). The official map on which FEMA or FIA has delineated the areas of flood hazards.~~

22. Flood insurance rate map (FIRM). The official map on which FEMA ~~or~~ ~~FIA~~ has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

23. Flood insurance study (FIS). The official report provided by ~~FIA~~ FEMA that includes flood profiles, FIRM, ~~FBFM~~ and the water surface elevation of the base flood.

24. Flood zones (FEMA defined):

a. Zone X. ~~Area free from a base flood~~ Area determined to be outside the 0.2% annual chance floodplain.

[No changes to subparagraphs b through g]

[No changes to subparagraphs 25 through 27]

28. Floodplain management. The operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing where possible natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

29. Floodplain management regulations. This chapter and other chapters (zoning, grading, stormwater, etc.), subdivision regulations, subdivision street standards, building codes, health regulations, special purpose ordinances, and other application of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

~~29.~~ 30. Floodplain variance. A grant of relief from the requirements of this chapter ~~that permits construction~~ which permits construction or other uses of property in a manner that would otherwise be prohibited by this chapter.

~~30.~~ 31. Flood-proofing. Any combination of structural and non-structural additions, changes or adjustments to non-residential structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents by means other than elevating.

[No changes to existing subparagraphs 31 through 34 which are hereby renumbered as subparagraphs 32 through 35]

36. Governing body. The council of the town of Marana, Arizona.

~~35.~~ 37. Hardship. Related to section 17-15-11 (floodplain variance~~s~~ procedure) of this chapter, means the exceptional hardship which would result from a failure to grant the requested floodplain variance. The floodplain board requires that the floodplain variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a floodplain variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

[No changes to existing subparagraphs 36 through 40 which are hereby renumbered as subparagraphs 38 through 42]

43. Manufactured home. See definition in section 17-1-6(A)(116).

[No changes to existing subparagraphs 41 through 53 which are hereby renumbered as subparagraphs 44 through 56]

57. Riverine. Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

[No changes to existing subparagraphs 54 through 59 which are hereby renumbered as subparagraphs 58 through 63]

64. Variance. See "Floodplain variance."

[No changes to existing subparagraph 60 which is hereby renumbered as subparagraph 65]

~~61.~~ 66. Water surface elevation. The height, in relation to the NGVD, ~~or~~ NAVD, or other datum of floods of various magnitudes and frequencies in the floodplains of riverine and ponding areas. See also base flood elevation.

[No changes to existing subparagraph 62 which is hereby renumbered as subparagraph 67]

17-15-3 General provisions

A. ~~Lands to which this chapter applies. This chapter shall apply to the following lands within the corporate limits of the town~~ This chapter shall apply to all special flood hazard areas within the corporate limits of the town. In addition, this chapter shall also apply to the following areas:

~~1. All special flood hazard areas as defined by FEMA.~~

1. ~~2.~~ FEMA zone X-500, also known as shaded zone X, as it pertains to the tortolita mountain alluvial fan ~~or sheet flooding~~.

[No changes to existing subparagraphs 3 through 6 which are hereby renumbered as subparagraphs 2 through 5]

B. Basis for establishing ~~the areas of~~ special flood hazard areas.

1. The regulated areas of this chapter as outlined in subsection A of this section are derived from a variety of sources, whose hydrologic and hydraulic data and maps of delineation are kept on file by the town at 11555 West Civic Center Drive, Marana, AZ 85653, Marana municipal complex, public works department. This information includes or will include:

    a. The ~~area of~~ special flood hazard areas identified by FEMA in a scientific and engineering report entitled "The Flood Insurance Study

(FIS) for Pima County Arizona and incorporated areas, revised ~~February 8, 1999~~ June 16, 2011," with accompanying FIRMs dated February 8, 1999 and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this chapter. The FIS, FIRMs ~~FBFM~~ and amendments and corrections to the maps are all kept on file.

[No changes to subparagraphs b through e]

[No changes to paragraphs C and D]

E. Interpretation. In the interpretation and application of this chapter, all provisions shall be:

2. Considered as minimum requirements;

3. Liberally construed in favor of the ~~town~~ governing body; and

4. Deemed neither to limit nor repeal any other powers granted under state statutes.

[No changes to paragraph F]

17-15-4 Statutory exemptions

A. In accordance with A.R.S. § 48-3609(~~H~~I), unless expressly provided otherwise, this and any regulation adopted pursuant to this chapter do not affect:

[No changes to subparagraphs 1 through 4]

B. ~~Before any authorized construction begins for the exceptions listed below, the responsible person shall submit plans for the construction to the floodplain board for review and comment. In accordance with A.R.S. § 48-3613, written authorization shall not be required, nor shall the floodplain board prohibit~~ Before the following types of construction authorized by A.R.S. § 48-3613(B) begin, the responsible person must submit plans for the construction to the floodplain board for review and comment pursuant to A.R.S. § 48-3613(C):

[No changes to subparagraphs 1 through 7]

C. In accordance with A.R.S. § 48-3613(D), ~~In~~ in addition to other penalties or remedies otherwise provided by law, this state, a political subdivision or a person who may be damaged or has been damaged as a result of the unauthorized diversion, retardation or obstruction of a watercourse has the right to commence, maintain and prosecute any appropriate action or pursue any remedy to enjoin, abate or otherwise prevent any person from violating or continuing to violate this section or regulations adopted pursuant to A.R.S. § 48-3613 ~~this article~~. If a person is found to be in violation of this section, the court shall require the violator to either comply with this section if

authorized by the floodplain board or remove the obstruction and restore the watercourse to its original state. The court may also award such monetary damages as are appropriate to the injured parties resulting from the violation including reasonable costs and attorney fees.

[No changes to section 17-15-5]

17-15-6 Declaration of public nuisance

~~Every new structure, building, fill, excavation or~~ All development located or maintained within any special flood hazard area after August 8, 1973, in violation of this chapter, and without written authorization from the floodplain board, is a public nuisance per se and may be abated, prevented or restrained by action of the town.

17-15-7 Abatement of violations

A. Within 30 days of discovery of a violation of this chapter, the floodplain administrator shall submit a report to the floodplain board which shall include all information available to the floodplain administrator which is pertinent to the violation. Within 30 days of receipt of this report, the floodplain board shall do one of the following:

[No changes to subparagraphs 1 through 3]

4. For FEMA regulated special flood hazard areas, submit to ~~the administrator of FIA~~ FEMA a declaration for denial of insurance, stating that the property is in violation of a cited state or local law, regulation or ordinance, pursuant to section 1316 of the ~~FIA~~ national flood insurance act of 1968 as amended.

B. The town may withhold the issuance of permits, including building permits, native plant permits and grading permits, for the development or improvement on the parcel or ~~a~~ any contiguous parcel of land under the same ownership.

[No changes to section 17-15-8]

17-15-9 Administration

[No changes to paragraph A]

B. Responsibilities of floodplain administrator. The floodplain administrator shall:

[No changes to subparagraph 1]

2. Use of other base flood data. When base flood elevation data has not been provided in accordance with paragraph 17-15-3B, the floodplain administrator shall obtain, review, and reasonably utilize any base flood

elevation data available from a federal, state, or other source, in order to administer section 17-15-10. Any such information shall be consistent with the requirements of FEMA and the director of the Arizona department of water resources and shall be submitted to the floodplain board for adoption.

3. Obtain and maintain for public inspection and make available the following:

[No changes to subparagraphs a through c]

d. The certified regulatory flood elevation required in subsection 17-15-10B.3.d;

~~d.~~ e. The certified opening elevation required in section 17-15-10B.3.f; and

f. The certified regulatory flood elevation required in subsection 17-15-10F.2.a.

4. ~~e.~~ Whenever a watercourse is to be altered or relocated:

a. ~~i.~~ Notify adjacent communities and ADWR prior to such alteration or relocation of a watercourse, and submit evidence of such notification to ~~FIA~~ FEMA through appropriate notification means; and

b.~~ii.~~ Require that the flood carrying capacity of the altered or relocated portion of said watercourse be maintained.

[No changes to existing subparagraphs 4 and 5 which are hereby renumbered as subparagraphs 5 and 6]

~~6.~~ 7. Make interpretations, where needed, as to the exact location of the boundaries of the ~~areas of~~ special flood hazard~~s~~ areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in section 17-15-11.

[No changes to existing subparagraphs 7 and 8 which are hereby renumbered as subparagraphs 8 and 9]

C. Within 120 days after completion of construction of any flood control protective works which changes the rate of flow during the base flood or the configuration of the floodplain upstream or downstream from or adjacent to the project, the person or agency responsible for installation of the project shall provide to the governing bodies of all jurisdictions affected by the project a new delineation of all floodplains affected by the project. The new delineation shall be done according to the criteria adopted by the ~~D~~director of ~~W~~water ~~R~~resources.

D. A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, ~~a community~~ the floodplain administrator shall notify ~~the~~ FEMA ~~administrator~~ of the changes by submitting technical or scientific data in accordance with volume 44 code of federal regulations, section 65.3 ~~this part~~. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

[No changes to paragraph E]

17-15-10 Provisions for flood hazard reduction

[No changes to paragraph A]

B. Standards of construction in floodprone areas

[No changes to subparagraph 1]

2. Construction ~~M~~materials and ~~M~~methods

[No changes to subparagraphs a and b]

c. All new construction, substantial improvement and other proposed new development shall be constructed with electrical, heating, ventilation, plumbing, ~~and~~ air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

[No changes to subparagraphs d through f]

3. Elevation and flood-proofing

[No changes to subparagraph a]

b. New construction and substantial improvement of any residential structure in zone AO shall have the lowest floor, including basement, elevated at least one foot higher than the depth number shown on the FIRM measured from the highest ~~existing~~ adjacent natural grade or one foot higher than the BFE from a town approved drainage study, whichever is greater.

[No changes to subparagraphs c through i]

[No changes to paragraph C]

D. Standards for water supply, waste disposal, and other utilities

[No changes to subparagraphs 1 and 2]

3. Waste disposal systems shall not be installed wholly or partially in a regulatory floodway. Crossings are allowed if buried at least ~~one~~ two feet

below the calculated scour depth as determined in a study/analysis prepared by an Arizona registered professional civil engineer.

[No changes to subparagraph 4]

[No changes to paragraphs E through M]

17-15-11 Floodplain variance procedure

[No changes to paragraph A]

B. Appeal board

[No changes to subparagraphs 1 through 4]

5. Any applicant to whom a floodplain variance is granted shall be given written notice over the signature of a community official that:

[No changes to subparagraphs a and b]

c. The land upon which the floodplain variance is granted shall be ineligible for exchange of state land pursuant to the flood relocation and land exchange program provided for by A.R.S. § 37-610 ~~A.R.S. title 26, chapter 2, article 2~~. A copy of the notice shall be recorded in the office of the Pima County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

6. The floodplain administrator shall maintain a record of all floodplain variance actions, including justification for their issuance ~~and report such floodplain variances issued in its biennial report submitted to FEMA~~.

C. Conditions for floodplain variances~~.~~

[No changes to subparagraph 1]

2. Floodplain variances may be issued for accessory structures used solely for limited storage that have a size of less than 150 square feet, provided that the following requirements are met:

[No changes to subparagraphs a through c]

d. Any mechanical, utility or electrical equipment is elevated or flood-proofed ~~floodproofed~~ above the BFE; and

[No changes to subparagraph e]

3. Floodplain variances may be issued for agricultural structures whose use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock, such as pole and pre-fabricated metal structures, grain bins and corn cribs provided that the following requirements are met:

[No changes to subparagraphs a through c]

d. Any mechanical, utility or electrical equipment is elevated or flood-proofed ~~floodproofed~~ above the BFE; and

[No changes to subparagraph e]

[No changes to subparagraphs 4 through 6]

[No changes to Appendix 1]

SECTION 11. Chapter 17-16 "Stormwater Management" of the Marana Town Code is hereby revised as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

17-16-1 General provisions

[No changes to paragraph A]

B. Definitions. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings set forth in this paragraph. Where noted, the definitions shall correspond with the applicable section of the Arizona revised statutes as amended.

[No changes to subparagraph 1 through 8]

9. Discharge: Any pollutant that leaves the site ~~addition of any pollutant to waters of the United States from any point source~~. ~~A.R.S. § 49-255 (2).~~

[No changes to subparagraphs 10 through 16]

~~17. Operator: In the context of stormwater associated with construction activity, means any person associated with a construction project that meets either of the following two criteria:~~

~~a. The person has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or~~

~~b. The person has day-to-day operational control of those activities at a project which are necessary to ensure compliance with a SWPPP for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions). This definition is provided to inform operators of how the regulatory definitions of "owner or operator" and "facility or activity" are applied to discharges of stormwater associated with construction activity.~~

17.~~18.~~ Owner or operator: The owner or operator of any ~~"~~facility or activity~~"~~ subject to regulation under this code ~~the AZPDES program~~.

[No changes to existing subparagraph 19, which is hereby renumbered as subparagraph 18]

19.~~20.~~ Point source: Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, vessel or other floating craft from which pollutants are or may be discharged to an MS4 ~~navigable waters~~. Point source does not include return flows from irrigated agriculture. ~~A.R.S. § 49-201 (27)~~.

~~21. Pollutant: Fluids, contaminants, toxic wastes, toxic pollutants, dredged spoil, solid waste, substances and chemicals, pesticides, herbicides, fertilizers and other agricultural chemicals, incinerator residue, sewage, garbage, sewage sludge, munitions, petroleum products, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and mining, industrial, municipal and agricultural wastes or any other liquid, solid, gaseous or hazardous substances. A.R.S. § 49-201 (28).~~

20. Pollute: To alter the physical, thermal, chemical, or biological quality of, or the contamination of, any water of the state or water of the United States.

~~22. Pollution: The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water of the state or water of the United States, that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose as determined by the town engineer.~~

21. Pollution: Contaminants introduced into the natural environment that cause adverse change, including but not limited to, mechanical fluids, toxic wastes, toxic pollutants, dredged spoil, solid waste, household chemicals, pesticides, herbicides, fertilizers and other agricultural chemicals, incinerator residue, sewage, garbage, sewage sludge, munitions and munitions casings, petroleum products, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, yard waste, rock, sand, cellar dirt and mining, industrial, municipal and agricultural wastes or any other liquid, solid, gaseous, or hazardous substances.

[No changes to existing subparagraphs 23 and 24, which are hereby renumbered as subparagraphs 22 and 23, repectively]

24.~~25.~~ SWPPP, stormwater pollution prevention plan: A plan that shows and describes the best management practices that will be used to control the discharge of pollutants from a site ~~includes site map(s), an identification of owner/operator activities that could cause pollutants in the stormwater, and a description of measures or practices to control these pollutants~~.

~~26. Waters of the state: All waters within the jurisdiction of this state including all perennial or intermittent streams, lakes, ponds, impounding reservoirs, marshes, watercourses, waterways, wells, aquifers, springs, irrigation systems, drainage systems and other bodies or accumulations of surface, underground, natural, artificial, public or private water situated wholly or partly in or bordering on the state. A.R.S. § 49-201 (41).~~

[No changes to existing subparagraph 27, which is hereby renumbered as subparagraph 25]

[No changes to paragraphs C through F]

17-16-2 Prohibitions and controls to reduce the discharge of pollutants in stormwater

A. General Requirements

1. Any person engaged in activities which will or may result in pollutants entering a storm sewer system shall undertake appropriate measures to reduce the potential to discharge such pollutants. ~~Examples of such activities include, but are not limited to, reduction of use and proper disposal of household chemicals, such as cleaners, disinfectants, pesticides, fertilizers, carpet cleaning waste water and other pollutants associated from the ownership and use of facilities which may be a source of pollutants such as parking lots, gasoline stations, industrial facilities, construction sites, residential properties, and retail establishments.~~

1. No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, placed, left or maintained, any <u>pollutant that may enter the MS4</u> ~~refuse, rubbish, garbage, vegetation trimmings or other discarded or abandoned objects, articles, and accumulations, in or upon any street, alley, sidewalk, storm drain inlet, catch basin, conduit or other drainage structures, parking area, or upon any public or private plot of land so that the same might be or become a pollutant~~, except where such pollutant is being temporarily stored in properly contained waste receptacles or is part of a well-defined compost system or pursuant to another recycling system.

[No changes to subparagraph 3]

F. Prohibition of non-stormwater discharge to the municipal storm sewer system; exemptions

[No changes to subparagraphs 1 or 2]

3. Exemptions. The following discharges are exempt from the prohibitions set forth in subsections 1 and 2 of this subsection:

[No changes to subparagraphs a through j]

~~k. Water used to rinse vehicles and equipment, provided that reclaimed water or process waters are not used and that no soaps, solvents, detergents, oils, grease, or glues are present in the rinsate;~~

~~l. Hydrostatic testing of new pipes, tanks or vessels using potable water, surface water or uncontaminated groundwater;~~

[No changes to existing subparagraphs m through p which are hereby renumbered as subparagraphs k through n, respectively]

o.~~q.~~ Water used for drilling and coring for evaluation of foundation materials where flows are not contaminated with additives; ~~and~~

p.~~r.~~ Discharges from emergency firefighting activities;~~.~~

q. Diverted stream flows;

r. Water from crawl space pumps; and

s. Discharges from riparian habitats and wetlands.

4. No person shall discharge to ~~a publicly owned right-of-way or~~ the municipal storm sewer system any exempted discharge under subsection 3 if the town engineer or assigned designee identifies and provides written notice to the person that the discharge has the potential to be a source of pollutants to receiving waters, waterways, or groundwater.

5. No person shall discharge to the municipal storm sewer system where such discharge would result in or contribute to a violation of the AZPDES stormwater permit issued to the town, either separately considered or when combined with other discharges. Liability for any such discharge shall be the responsibility of the person causing or responsible for the discharge and will be addressed as outline in the enforcement response plan (ERP).

G. Operating facilities or activities

1. All persons owning or operating premises or engaged in activities who are required by federal or state law to submit to EPA and/or ADEQ a notice of intent (NOI) to comply with an AZPDES stormwater permit shall provide a copy of the authorization certificate to the town upon request. Facilities required to apply for a stormwater permit are identified in 40 CFR 122.23(B) (14).

2. All persons engaged in activities which will or may reasonably be expected to result in pollutants entering the municipal storm sewer system shall submit a SWPPP for review and acceptance by the town, shall provide protection from accidental discharge of pollutants to the municipal storm sewer system, shall comply with the spill notification requirements of this chapter, and shall undertake best management (BMPs) to minimize such pollutants~~, shall provide protection from~~

~~accidental discharge of pollutants to the municipal storm sewer system and further comply with the cleanup and notification requirements of this chapter~~. Such measures shall include any additional requirements imposed by federal, state, county, or local authorities.

[No changes to subparagraphs 3 and 4]

5. If, during the course of activity, a deficiency in the accepted SWPPP is identified, the owner/operator must modify the SWPPP to include additional or modified BMPs designed to correct problems identified. Requirements for corrections to the SWPPP are outlined in the town's enforcement response plan.

6. Operations or activities that have been granted a waiver from developing a SWPPP by ADEQ may still need to submit a SWPPP to the town for review and acceptance.

7. Basins with a retention component may be used as temporary sediment basins during construction provided the following conditions are met:

a. Prior to acceptance, the basin shall be retested for percolation; and

b. Additional measures must be put in place to collect sediment prior to entry into the basin, i.e. the basin must be part of a cascading sediment trapping system.

~~D. Construction sites~~

~~1. All persons engaged in construction activities who are required by federal or state law to submit to EPA and/or ADEQ a notice of intent (NOI) to comply with an AZPDES stormwater permit, shall provide the town with copies of the approved NOI, the site-specific stormwater pollution prevention plan (SWPPP), and the AZPDES individual stormwater permit, if applicable, issued by ADEQ.~~

~~2. Any person performing construction that has submitted a copy of an approved NOI to the town shall not cause or contribute to a violation of the AZPDES stormwater permit issued to the town. Liability for any such discharge shall remain the responsibility of the person causing or responsible for the discharge. Any person performing construction activity shall undertake best management practices to minimize or eliminate pollutants (including the discharge of sediments) from leaving the construction site, shall provide protection from accidental discharge of other pollutants to the municipal storm sewer system, and comply with the cleanup and notification requirements of this chapter. Site operator shall ensure effective erosion, sediment and waste control and properly dispose of wastes, such as discarded building materials, concrete truck washout material, chemicals, litter, sanitary waste and other pollutants at the construction site that may cause adverse impacts to water quality. Such measures shall include the requirements imposed by federal, state, county and/or local authorities.~~

~~3. Stormwater pollution prevention plans shall be prepared and reviewed in accordance with the Arizona pollutant discharge elimination system construction general permit issued by the Arizona department of environmental quality. A SWPPP accepted by the town is required prior to the issuance of a grading permit. The town shall not certify or defend that the applicant has met the requirements of the federal Clean Water Act.~~

~~4. In the case that a specific best management practice is required by the town to prevent a pollutant from entering the municipal storm sewer system, the person receiving the notice of such a requirement may petition the town to reconsider the application of the BMP to the premises or activity. The written petition must be received within ten calendar days setting forth any reasons and proposed alternatives. The town will act within fourteen calendar days of the petition.~~

~~5. Basins with a retention component may be used as temporary sediment basins during construction provided the following conditions are met:~~

~~a. Prior to acceptance, the basin shall be retested for percolation; and~~

~~b. Additional measures must be put in place to collect sediment prior to entry into the basin, i.e. the basin must be part of a cascading sediment trapping system.~~

~~6. No waivers allowable under the AZPDES construction general permit shall be accepted by the town for any development over one acre in size or that is part of a larger common plan of development or sale.~~

[No changes to existing paragraph E, which is hereby renumbered as paragraph D]

E.~~F.~~ Cleanup and notification requirements

1. In the event of a spill or release in reportable quantities as defined in 40 CFR 302, 40 CFR 110 and 40 CFR 117, the owner, operator, or the person who has control of the source or location of any spill or release, which may result in a discharge that is not in compliance with this chapter, shall immediately take all reasonable safety precautions including, if appropriate, calling 911. Within five calendar days, a written notification will be submitted to the town engineer indicating the type, volume, and cause of the discharge along with details of the corrective actions taken to clean up the spill. ~~and completing the following steps:~~

~~a. Proceed with containment and clean up in accordance with:~~

~~i. The orders of an involved health and safety agency, or if no such orders have been issued, then:~~

~~ii. The orders of an authorized representative, or if no such orders have been issued, then~~

~~iii. The stormwater pollution prevention plan or approved corrective action plan utilizing best management practices for the involved facility.~~

~~b. Report any violations of the northwest fire department fire code or other such applicable safety or health codes in the manner required by such code;~~

~~c. Notify the town development services department of the release by telephone within 24 hours of knowledge of the release;~~

~~d. Provide written notification within five calendar days to the town development services department of the type, volume, cause of the discharge, corrective actions taken, and measures to be taken to prevent future occurrences.~~

2. Compliance with the requirement in subsection 17-16-2 E ~~C~~. 1 shall not relieve the discharger from the reporting requirements of 40 CFR 110, 40 CFR 117, and 40 CFR 302.

17-16-3 Compliance monitoring

A. Inspections

1. Authority to inspect. Upon presentation of credentials and at all reasonable or necessary hours, all authorized employees of the town shall have access to all premises and to all records pertaining to those premises for purposes of ensuring compliance with this chapter. Inspection, interviewing, copying, sampling, photographing, and other activities conducted on the premises shall be limited to those which are reasonably needed by the town in determining compliance with the requirements of this chapter. All persons shall allow such activities under safe and non-hazardous conditions with a minimum of delay. Inspections of active construction sites will follow the guidelines and schedules of the AZPDES Phase II MS4 permit issued to the town.

2. Monitoring activities. The town may order any person engaged in any activity or owning or operating on any premises which is causing or contributing to discharges of pollutants to the municipal storm sewer system in violation of this chapter or ~~any applicable AZPDES stormwater permit condition or~~ that is posing a risk to public health, safety, and welfare to undertake such monitoring activities and analyses and furnish such reports as the town reasonably may specify. The costs of such activities, analyses, and reports shall be borne in the recipient of the order.

~~3. When inspections by town staff reveal deficiencies in the implementation of the best management practices, a written inspection~~

~~report will be provided to the owner and operator within 30 days of the inspection.~~

[No changes to existing subparagraph 4, which is hereby renumbered as subparagraph 3]

B. Enforcement and penalties

1. When inspections by town staff reveal deficiencies in the implementation of the SWPPP, a written inspection report will be provided to the owner and operator within 30 days of the inspection.

2. Charges or penalties levied pursuant to this chapter shall be collected and utilized for public education and outreach in compliance with the town's MS4 permit.

3.~~1.~~ Operator and/or owner of record. The operator performing activities and/or owner of record of the property upon which a violation of this chapter occurs shall be presumed to be a person having lawful control over the activity or premises unless it is demonstrated and documented that another person has knowingly and in good faith accepted responsibility for the activity at issue. If more than one person is identified as the owner, such persons shall be presumed to be jointly and severally in lawful possession and control of the activity or premises.

4.~~2.~~ Notice to correct. The town may issue a written notice to correct to any person who has violated or is in violation of this chapter. Failure to comply with any act required in the notice to correct may result in a notice of violation and/or stop work order ~~as described in subsections 3 and 5 of this section~~.

5.~~3.~~ Notice of violation. The town may issue a written notice of violation to any person who has violated or is in violation of this chapter. Failure to comply with any act required in the notice of violation shall be a separate violation for each day beyond the ~~thirtieth~~ third calendar day following the notice of violation. Nothing in this section shall limit the authority of the town to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation. In appropriate situations the town may notify the person orally either in person or by telephone prior to written notification.

[No changes to existing subparagraphs 4 and 5, which are hereby renumbered as subparagraphs 6 and 7, respectively]

8.~~6.~~ Civil penalties. A person who violates any requirement of this chapter ~~or any applicable stormwater permit condition~~ shall be civilly liable to the town for a sum not to exceed $2,500 per day for each violation.

9. ~~7.~~ Criminal penalties. A person who willfully or negligently violates any provision of this chapter, or any related laws or regulations shall,

upon conviction, be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed $2,500 per day for each violation and/or by imprisonment for a period not to exceed six months.

10.~~8.~~ Criminal prosecution. Some intentional violations may constitute criminal violations of federal, state, and town law, and that under such circumstances, the town may seek the assistance of the EPA, the state, or the town prosecutor to commence civil and/or criminal action against any person who violates any requirement of this chapter ~~or any applicable stormwater permit condition~~.

11.~~9.~~ The town may withhold the issuance of permits including but not limited to building permits, native plant permits and grading permits, for the development or improvement on the parcel or any contiguous parcel of land under the ownership of a person or persons in violation of any requirement of this chapter ~~or any applicable AZPDES stormwater permit condition~~.

[No changes to existing subparagraph 10, which is hereby renumbered as subparagraph 12]

C. Enforcement response plan adopted

The Marana stormwater management enforcement response plan (ERP) attached as exhibit A to ordinance no. 2022.006 and approved and adopted by that ordinance, as it may be amended from time to time, is hereby adopted by reference as if fully set out herein.

SECTION 12. Chapter 17-18 "Wireless Communication Facilities" of the Marana Town Code is hereby revised by replacing the reference to 47 CFR § 1.40001 in all instances, with a reference to 47 CFR § 1.6100 in the following Town Code sections: 17-18-2 (E), (F), (H), (I), (J), (U), (V), (X), (Y), and (Z). All margin notes in Chapter 17-18 shall also be updated to reflect current Code of Federal Regulations (CFR) provisions.

SECTION 13. Section 17-18-4 (Permits required; approval authority) of the Marana Town Code is hereby revised as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

17-18-4 Permits required; approval authority

[No revisions to paragraphs A and B]

C. Administrative wireless facilities permit. A new facility, collocation or modification to an existing facility is subject to the planning manager's approval of an administrative wireless facilities permit, and not subject to a conditional use permit, when all the following criteria are met:

[No revisions to subparagraph 1]

2. The proposed project qualifies as a design listed in section 17-18-6 A. ~~2~~1 through 17-18-6 A. 3 below; specifically,

   a. A collocation on an existing base station outside the right-of-way,

   b. A collocation on a tower outside the right-of-way, or

   c. A collocation on an eligible support structure or utility pole in the right-of-way that is not exempt from zoning (see paragraph 17-18-4 B above).

[No revisions to subparagraph 3]

[No revisions to paragraph D]

MARANA AZ
DEVELOPMENT SERVICES

Stormwater Management Enforcement Response Plan

Introduction and Purpose

The Arizona Department of Environmental Quality (ADEQ) regulates discharges of stormwater to surface waters in Arizona to achieve the goals of the Clean Water Act. The Town of Marana (Town) is a Phase II regulated community. All Phase II communities are regulated by the Arizona Discharge Pollutant Elimination System General Permit for Stormwater Discharges from Small Municipal Storm Sewer Separate Systems to Waters of the United States or the MS4.

The 2016 MS4 Permit requires the development and implementation of an Enforcement Response Plan (ERP). The ERP shall contain procedures for the implementation of an escalated enforcement program for non-compliance of illicit discharges, industrial discharges, construction activities and developed sites.

This plan contains the procedures used by Town of Marana (Town) to investigate and respond to instances of noncompliant discharges to surface waters or the Town's Municipal Separate Storm Sewer System (MS4). This includes a range of regulatory responses, cost recovery mechanisms, and administrative and criminal penalties that can be employed in response to noncompliance.

Legal Authority

The Marana Town Code contains Title 17, Chapter 17-16 which regulates discharges of stormwater into the MS4. The Town is responsible for conducting stormwater inspections for compliance with Town Code. The Town of Marana's Development Services Department, and its Environmental Project Manager are responsible for the implementation and enforcement of this ERP. Other departments such as the Public Works Department, Code Enforcement Department, and the Legal Department will aide in the facilitation of this ERP.

To document compliance with this ERP, Town employees authorized by Marana Town Code may enter and inspect the premises, processes, and records of any stormwater collection system, construction project or entity that may be contributing pollution to the Town MS4.

Severity of Violation Criteria

The following criteria will be used to determine the severity of the violations and the appropriate response by the Town:

- Threat to public safety or health
- Level of impact to the environment
- Proximity to surface waters, ephemeral washes, or stormwater conveyances
- Repetitiveness of violation
- Attempt to remediate the discharge

Levels of Violations and Enforcement:

The following section summarizes enforcement levels and the party(ies) responsible for enforcement:

- Level I
    - Verbal Notice – In person or via phone call by Environmental Project Manager within three working days following inspection or complaint. Typical issues include sediment on streets, trash leaving construction sites, etc. Violation is not a threat to human health or a substantial impact to the environment. It is not immediately adjacent to a surface water, ephemeral wash, or stormwater conveyance. This is typically the first violation. No scheduled follow-up.
    - Written Notice – Email or other written correspondence by the Environmental Project Manager within three working days following an inspection or complaint. Typical issues include sediment on streets, trash leaving construction sites, etc. Violation is not a threat to human health or a substantial impact to the environment. It is not immediately adjacent to a surface water, ephemeral wash, or stormwater conveyance. This is typically the first violation. No scheduled follow-up.
- Level II
    - Written Notice – Same day in person, email or phone notice along with a formal letter written by the Environmental Project Manager and mailed via certified mail within three working days following an inspection. Typical issues include those included in Level I violations, but that may be adjacent to or connected to an ephemeral wash or stormwater conveyance, a second violation on the same property, or a non-response to a level one violation. Scheduled follow-up inspection for seven working days from date of written notice.
    - Written Notice – Same day in person, email or phone notice along with a formal letter written by the Environmental Project Manager and mailed via certified mail within three working days following an inspection. Typical issues include poor BMP maintenance, ineffective concrete washouts, vehicle/machinery leaking onto public streets etc. Violation is not a threat to human health or a substantial impact to the environment. It is not immediately adjacent to a surface water, ephemeral wash, or stormwater conveyance. This is typically the first violation. Scheduled follow-up inspection for seven working days from date of written notice.
- Level III
    - Written Notice – Same day in person, email or phone notice along with a formal letter written by the Environmental Project Manager and mailed via certified mail within three working days following an inspection. Typical issues include those included in Level I or Level II violations, but when no response to any of the notices sent has been provided, or

when the issue may cause a threat to public safety or health or have a substantial impact to the environment. Schedule follow-up inspection for seven working days from date of written notice. If corrections have not been made a Notice of Violation will be issued the same day.

  - Written Notice - Same day in person, email or phone notice along with a formal letter written by the Environmental Project Manager and mailed via certified mail within three working days following an inspection. Typical issues include lack of secondary containment for hazardous materials, overturned toilets, spills not cleaned up etc. Violation is not a threat to human health or a substantial impact to the environment, but is adjacent to a surface water, ephemeral wash, or stormwater conveyance. Schedule follow-up inspection for seven working days from date of written notice. If corrections have not been made a Notice of Violation will be issued the same day.

- Level IV
  - Written Notice of Violation - Same day in person, email or phone notice along with a formal letter written by the Environmental Project Manager and mailed via certified mail within three working days following an inspection. Typical issues include those included in Levels I, II, and III that have not been corrected in the required time frame. Schedule follow-up inspection for three days from date of inspection. If corrections have not been made, the Legal Department will be notified the same day and legal procedures for assessing fines may be started.
  - Written Notice of Violation - Same day in person, email or phone notice along with a formal letter written by the Environmental Project Manager and mailed via certified mail within three working days following an inspection. Typical issues include violations that are a threat to human health and safety or will have a substantial impact to the environmental. Schedule follow-up inspection for three days from date of inspection. If corrections have not been made, the Legal Department will be notified the same day and legal procedures for assessing fines may be started.
- Fine and/or Penalty Assessment
  - See Town of Marana Code Chapter 17-16, Section 17-16-3(B) Enforcement and Penalties for all fines and penalties.

Council-Regular Meeting **D1**

Meeting Date: 03/15/2022

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: March 15, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Presentation: Relating to Finance; presentation, discussion and possible direction on proposed changes to the Town of Marana Comprehensive Fee Schedule and other various rate and fee adjustments (Yiannis Kalaitzidis)

Discussion:

Since 2009, the Town has reviewed its town-wide, Comprehensive Fee Schedule annually to ensure that the Town is continuing to cover its costs, where appropriate, and that it is charging fair and equitable fees to its customers.

Staff conducted this year's review of the Comprehensive Fee Schedule with the following goals in mind:

- Ensure that fees reflect the actual cost of providing programs and services to customers, where appropriate.
- Identify opportunities to streamline, consolidate and modernize the application and use of our fees to encourage/facilitate development.
- Eliminate errors, inconsistencies and unused items within the existing comprehensive fee schedule.

This evening we are only asking Mayor and Council to review the list of proposed changes and provide staff with feedback and direction regarding proposed changes. Information received tonight will be incorporated into the proposed changes which will be brought back for consideration and possible approval on May 17, 2022.

Pursuant to A.R.S. Section 9-499.15, the Town will properly post notice of possible changes to the Comprehensive Fee Schedule. This statute requires that the Town

provide notice on its website of any new or increased fees for businesses at least 60 days before the meeting at which the new fees and/or fee increases will be considered for approval.

Staff Recommendation:
Council's pleasure.

Suggested Motion:
Council's pleasure.

Attachments

Presentation - Proposed Fee updates
FY 2023 List of Proposed Fee Changes

Comprehensive Fee Schedule Update

Yiannis Kalaitzidis, CPA
Finance Director

March 15, 2022

BACKGROUND & FY 2023 GOALS

- First comprehensive schedule in 2009
- Commitment to maintaining the schedule
- Goals in comprehensive fee schedule update
  - Standardize fees across departments
  - Ensure fees are fair, equitable and reflect the value of services provided to customers
  - Eliminate errors, inconsistencies and unused items within the existing comprehensive fee schedule
  - Identify opportunities to streamline, consolidate and modernize to encourage/facilitate development

FY 2023 CHANGE SUMMARY

- Total of 57 Requested Changes for FY 2023 Update
  - Added Fees: 9
  - Eliminated Fees: 8
  - Total Modification to Existing Fees: 40
    - Modifications: 5
    - Clarifications: 8
    - Increases: 26
    - Decrease: 1

FY 2022-2023 TIMELINE

Fiscal Year 2022-2023	
Dates:	Task Description:
December 6, 2021	Comprehensive Fee Schedule kick-off (email distribution)
January 7,2022	Comprehensive Fee Schedule proposed changes due to Finance
January 12,2022	Comprehensive Fee Schedule proposed changes to committee members
January 25, 2022	Comprehensive Fee Schedule committee meeting #1
February 1, 2022	Comprehensive Fee Schedule committee meeting #2 (Final, if necessary)
February 7, 2022	Review & discussion of proposed changes with Manager's Office
February 14, 2022	Comprehensive Fee Schedule letters to MPA/SAHBA
March 15, 2022	Council Study Session
March 17, 2022	Comprehensive Fee Schedule Notice of Proposed Changes
May 17, 2022	Adopt Comprehensive Fee Schedule update

- Notice of intent to consider changes posted at least 60 days prior to meeting (ARS §9-499.15)
- Outreach to possible stakeholders

4

POLICE DEPARTMENT: PROPOSED CHANGES

Proposed Fee Modifications:

- Extra-Duty Police Service Lieutenant; Hourly Rate
- Extra-Duty Police Service Sergeant; Hourly Rate
- Extra-Duty Police Service Officer; Hourly Rate
- Extra-Duty Police Service Dispatcher; Hourly Rate

- Extra-Duty Police Service Lieutenant; Hourly Holiday Rate
- Extra-Duty Police Service Sergeant; Hourly Holiday Rate
- Extra-Duty Police Service Officer; Hourly Holiday Rate
- Extra-Duty Police Service Dispatcher; Hourly Holiday Rate

PARKS & RECREATION: PROPOSED CHANGES

Proposed Fee Additions:

- Signature Event Food Vendor Fee- For Profit
- Signature Event Food Vendor Fee- For Profit- Large Space
- Signature Event Vendor Fee- Non Food Vendor- Single
- Signature Event Vendor Fee- Non Food Vendor- Double

Proposed Fee Eliminations:

- Signature Event Vendor Fee- For Profit

Proposed Fee Modifications:

- Park Facility Rental, Community Garden Plot
- Commercial Activity Permit Fee

AIRPORT
PROPOSED CHANGES

Proposed Eliminations:

- Airport Use Fee (Non-Aeronautical, Government-Local, State, Federal)
- Airport Non- Aeronautical Use Fee/ Commercial Filming
- SASO/ Commercial Services Permit Fee

Proposed Clarifications:

- Airport Aeronautical Use Fee

DEVELOPMENT SERVICES PROPOSED CHANGES

Proposed Modifications:

- Preliminary Plat
- Planning Miscellaneous Hourly Review Fee
- Assurance Agreement Review
- Miscellaneous Document and/or Report Review
- Plan Review Submittals after 2nd submittal and Revisions to Approved Plans
- Drainage Statement
- Drainage Report
- Conditional Letter of Map Revision with Letter of Map Revision (CLOMR/LOMR)
- Letter of Map Revision (LOMR)
- Geotechnical Report
- Review of Structural Calculations
- Subdivision Design Exception Report

DEVELOPMENT SERVICES PROPOSED CHANGES

Proposed Modifications Cont.:

- Assurances; Partial Release of Assurance
- Floodplain; Floodplain Use Permit
- Traffic Impact Analysis; Category II-III
- Storm Water Pollution Prevention Plan (SWPPP)
- Grading Plan Review
- Construction Plan Review
- Traffic Impact Analysis; Category I Statement

Proposed Additions:

- Water Plan Review
- Traffic Impact Analysis; Category IV-V
- Traffic Signal Plans
- License Agreement; Assignment fee
- Third Party Review Fees

DEVELOPMENT SERVICES PROPOSED CHANGES

Proposed Eliminations:

- Temporary Use Permit; Administrative Process with Council Action Floodplain; Floodplain Use Permit
- Review of Miscellaneous Report
- Storm Water Pollution Prevention Plan (SWPPP); review based on Town Template
- Storm Water Pollution Prevention Plan; Re-inspection

Proposed Clarifications:

- Zoning Variance Request
- Pools and Spas; Permit Fee Using Model Engineering
- Pools and Spas; Permit Fee Without Model Engineering

DEVELOPMENT SERVICES PROPOSED CHANGES

Proposed Clarifications Cont.:

- Pools and Spas; Pool Engineering Model Plan Review
- License Agreement
- Re-inspection Fee
- Inspection After Normal Work Hours

PROPOSED CHANGES

Town Clerk Proposed Modification:

- Public Records Requests; Documents Used for Commercial (for-profit) Purposes; Base Search Fee

Water & Water Reclamation Proposed Modifications:

- Water Hydraulic Modeling Review
- Sewer Capacity Assurance & Conveyance Modeling Review

DISCUSSION

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Modifications: Police							
Modify existing fee	Extra-Duty Police Service Lieutenant; Hourly Rate	Per Hour	Per Hour	$50.00	$55.00	Per extra-duty police service agreement. Applies to police service hired for private events.	Rates last reviewed July 7, 2014. Increase would ensure Extra Duty Services are provided without drawing from operational resources (officers on patrol). The $5 increase will bring Marana Police Department extra duty pay in line with other jurisdictions within Pima County.
Modify existing fee	Extra-Duty Police Service Sergeant; Hourly Rate	Per Hour	Per Hour	$45.00	$50.00	Per extra-duty police service agreement. Applies to police service hired for private events.	Rates last reviewed July 7, 2014. Increase would ensure Extra Duty Services are provided without drawing from operational resources (officers on patrol). The $5 increase will bring Marana Police Department extra duty pay in line with other jurisdictions within Pima County.
Modify existing fee	Extra-Duty Police Service Officer; Hourly Rate	Per Hour	Per Hour	$40.00	$45.00	Per extra-duty police service agreement. Applies to police service hired for private events.	Rates last reviewed July 7, 2014. Increase would ensure Extra Duty Services are provided without drawing from operational resources (officers on patrol). The $5 increase will bring Marana Police Department extra duty pay in line with other jurisdictions within Pima County.
Modify existing fee	Extra-Duty Police Service Dispatcher; Hourly Rate	Per Hour	Per Hour	$30.00	$35.00	Per extra-duty police service agreement. Applies to police service hired for private events.	Rates last reviewed July 7, 2014. Increase would ensure Extra Duty Services are provided without drawing from operational resources (officers on patrol). The $5.00 increase will bring Marana Police Department extra duty pay in line with other jurisdictions within Pima County.
Modify existing fee	Extra-Duty Police Services; Lieutenant Hourly Holiday Rate.	Per Hour	Per Hour	$75.00	$82.50	Applies to the following dates: New Year's Eve, New Year's Day, Civil Rights Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on one of these dates would be billed at the holiday rate.	Rates last reviewed July 7, 2014. Increase would ensure Extra Duty Services are provided without drawing from operational resources (officers on patrol). The $7.50 increase will bring Marana Police Department extra duty pay in line with other jurisdictions within Pima County.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Modifications Cont.: Police							
Modify existing fee	Extra-Duty Police Services; Sergeant Hourly Holiday Rate.	Per Hour	Per Hour	$67.50	$75.00	Applies to the following dates: New Year's Eve, New Year's Day, Civil Rights Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on one of these dates would be billed at the holiday rate.	Rates last reviewed July 7, 2014. Increase would ensure Extra Duty Services are provided without drawing from operational resources (officers on patrol). The $7.50 increase will bring Marana Police Department extra duty pay in line with other jurisdictions within Pima County.
Modify existing fee	Extra-Duty Police Services; Officer Hourly Holiday Rate.	Per Hour	Per Hour	$60.00	$67.50	Applies to the following dates: New Year's Eve, New Year's Day, Civil Rights Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on one of these dates would be billed at the holiday rate.	Rates last reviewed July 7, 2014. Increase would ensure Extra Duty Services are provided without drawing from operational resources (officers on patrol). The $7.50 increase will bring Marana Police Department extra duty pay in line with other jurisdictions within Pima County.
Modify existing fee	Extra-Duty Police Services; Dispatcher Hourly Holiday Rate.	Per Hour	Per Hour	$45.00	$52.50	Applies to the following dates: New Year's Eve, New Year's Day, Civil Rights Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on one of these dates would be billed at the holiday rate.	Rates last reviewed July 7, 2014. Increase would ensure Extra Duty Services are provided without drawing from operational resources (officers on patrol). The $7.50 increase will bring Marana Police Department extra duty pay in line with other jurisdictions within Pima County.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Additions: Parks & Recreation							
Add new fee	Signature Event Food Vendor Fee - For Profit		Per Event		$125/Event	For food vendors 10'x10' - 10'x25' space.	Fee will create distinction between signature event food vendor and non food vendor fees
Add new fee	Signature Event Food Vendor Fee - For Profit - Large Space		Per Event		$150/Event	For food vendors 10'x30' and larger.	Fee will create distinction between signature event food vendor and non food vendor fees
Add new fee	Signature Event Vendor Fee - Non Food Vendor- Single		Per Event		$150/Event	This fee is for a single booth.	Fee will create distinction between signature event food vendor and non food vendor fees
Add new fee	Signature Event Vendor Fee - Non Food Vendor- Double		Per Event		$300/Event	This fee is for a double booth.	Fee will create distinction between signature event food vendor and non food vendor fees. Streamline charges for a double booth.
Modifications: Parks & Recreation							
Modify existing fee	Park Facility Rental, Community Garden Plot	Per Plot/Year	Per Plot/Year	$40/Plot	$80/Large, $50/Small		Increase in fee to match the increase in staff maintenance costs. There is also no additional cost to renters for water.
Modify existing fee	Commercial Activity Permit Fee	Per Permit (6 months)	Per Permit(1 year)	$75/ 6 months	$150/year		The overall fee will not increase. The modification to this fee will align it with other licenses/permits that vendor must obtain to conduct commercial activities in Marana Parks. Business Licenses are purchased annually. Users will no longer have to renew permits each six months, and internal administrative requirements are reduced.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Eliminations: Parks & Recreation							
Eliminate existing fee	Signature Event Vendor Fee - For Profit	Per Event		$100.00		Includes electricity and waives cost for 10 day temporary business license.	Distinction between food and non-food vendors will help provide a streamlined approach assessing vendor fee.
Modifications: Water & Water Reclamation							
Modify existing fee	Water Hydraulic Modeling Review	Per Submittal	Per Submittal (Flat Fee + Consultant Fee Pass Through)	$1,800.00	$950 Flat Fee + Consultant Pass Through Fee	Fees may vary depending on size of development and time needed for review. Fee is $950 + the pass through cost of consultant fees.	$950 flat fee covers internal (Marana Water) cost of service & allows adequate fees for hydraulic modeling performed by consultant. The change in water hydraulic modeling will create consistency with sewer hydraulic modeling fee.
Modify existing fee	Sewer Capacity Assurance & Conveyance Modeling Review	Per Submittal Based on Type I, II, or III	Per Submittal (Flat Fee + Consultant Fee Pass Through)	$950.00	$950 Flat Fee + Consultant Pass Through Fee	Fees may vary depending on size of development and time needed for review. Fee is $950 + the pass through cost of consultant fees.	$950 flat fee covers internal (Marana Water) cost of service & allows adequate fees for hydraulic modeling performed by consultant.
Eliminations: Airport							
Eliminate existing fee	Airport Use Fee (Non-Aeronautical Government-Local, State, Federal)	Per Day		$350.00			Non-aeronautical activities are no longer conducted at the Marana Airport.
Eliminate existing fee	Airport Non-Aeronautical Use Fee/Commercial Filming	Per Day		$600.00			Non-aeronautical activities are no longer conducted at the Marana Airport.
Eliminate existing fee	SASO/Commercial Services Permit Fee	Per Year		$75.00			Fee has never been charged on a yearly basis only a daily and monthly. SASO permits should not be yearly as they would require them to be based out of the airport.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Clarifications: Airport							
Clarification of existing fee	Airport Aeronautical Use Fee/~~Commercial Photography~~	Per Day		$300.00			Removal of commercial photography from fee description. Non-aeronautical activities are no longer conducted at Marana Airport.
Modifications: Town Clerk							
Modify existing fee	Public Records Requests; Documents Used for Commercial (for-profit) Purposes; Base Search Fee	Per Hour	Per Hour	$10.00	$30.00	Per hour with a minimum of 1 hour for commercial requests.	Increase in fee to appropriately account for internal processing time costs. This fee has not been reviewed for cost since 2014.
Additions: Development Services							
Add new fee	Water Plan Review		Per Application		$700.00	Revisions to accepted plans are 30% of original fee. For Marana Water service areas, additional Marana Water review fees apply.	Establish a flat fee for review of water plans (Tucson and Marana) by Development Services Engineering Division for staff to review plans. Review consists of compliance with Town Standards and notes, review for conflicts with grading, paving and sewer plans submitted under separate cover. The average cost of water plan reviews over the last 2 years averages $716.67 creating the basis of fee amount.
Add new fee	Traffic Impact Analysis; Category IV-V		Per Application		$900.00	Large to regional development, 1,000 or more peak hour trips. Revisions to accepted submittals are $150 each.	1.) Create new fee to account for the additional review time associated with review of a Large development vs. a Moderate-sized development. Moderate development requires looking 10 years into the future, whereas large development adds a 20-year horizon. Moderate development requires intersections and roadway segments within ½ mile be analyzed, whereas large development expands that to within a full mile. It takes approximately an additional four hours to review the additional requirements for large and regional developments including possible reviews by deputy director of public works and the Town Engineer. 2.) This completes the modification to the Fee Description for the existing Study and Statement fees to align with 2017 Transportation Impact Analysis Manual.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Additions Cont.: Development Services							
Add new fee	Traffic Signal Plans		Per Application		$300.00	Fee is in addition to the construction plan review. Revisions to accepted plans are 30% of original fee.	Traffic signal design requires detailed review of signal plans, pole/cabinet schedules, high/low voltage diagrams, and a photometric analysis, in addition to signing/striping. Signal plans require reviews by skilled traffic signal maintenance staff to ensure accurate design and constructability. An additional fee of $300 (approximately 4 hours), on top of existing review fees, is proposed to account for these reviews.
Add new fee	License Agreement; Assignment Fee		Per Submittal		$250.00	Fee for an assigning existing license agreement to a new entity (ownership transfer).	Fee was previously on the schedule, but was deleted pursuant to Ordinance No. 2016.006. Re-instating the fee will accurately represents the amount of work associated with an ownership change. Approx. 3 hours of staff time is needed to review these applications, prepare the assignment of license agreement form, request and obtain updated insurance certificate, circulate for signatures, and prepare for recordation.
Add new fee	Third Party Review Fees		See Note		See Note	This applies to plan review and inspection fees that required services and/or expertise not available from Town staff. The initial fee will be charged according to the adopted fee schedule. If third party review fees exceed the initial amount charged, the remaining balance will be collected.	Fee based on increasing workloads and projected new development, anticipating an increased use of third party for reviews and/or inspections. This also allows the use of third party reviewers if in house staff does not have the needed expertise to properly review and/or inspect a complex or specialize development project. The industry demands for third party reviews and inspections are increasing this fee will ensure any addition cost incurred for use of this service is being covered.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Modifications: Development Services							
Modify existing fee	Preliminary Plat	Per Submittal	Per Submittal	$3,000.00 Base + $30.00 per lot	$3,150.00 Base + $30.00 per lot	Includes review of the Recreational Area Plan and the Neighborhood Design Plan.	Increase in base fee by $150.00 to account for 2 additional hours of review for the residential area plan and the neighborhood design plan that are now required per Title 17 code updates adopted per Ord 2021.003.
Modify existing fee	Planning Miscellaneous Hourly Review Fee	Per Hour		$70.00	$75.00	Minimum of one hour and to the ~~newest~~ nearest hour after.	1.) Increase fee to adjust review rate from $70 to $75/hour for all of development services. Rate has not been reviewed since 2014. 2.) Modification to the note to correct typo.
Modify existing fee	Assurance Agreement Review	Per Submittal	Per Submittal	$150.00	$300.00		Increase to appropriately account for processing and review time. Review process requires an average of 2 hours of Development Services staff review. Additional time is needed for intake, collection of signatures as well as legal and Town Engineer review.
Modify existing fee	Miscellaneous Document and/or Report Review	Per Submittal	Per Submittal	$280.00	$300.00	Including but not limited to CC&R's, Title Report, Archeology ~~and~~, Environmental Reports, and Special Inspection Reports.	1.) Increase fee to adjust review rate from $70 to $75/hour for all of development services. Rate has not been reviewed since 2014. 2.) Modification to the note to clarify an additional report type option used under this fee. 3.) Create a general or miscellaneous category for use by all 3 divisions within development services eliminating the need for duplicate items. Move fee to new section.
Modify existing fee	Plan Review Submittals after 2nd submittal and Revisions to Approved Plans	Per Hour		$50.00	$75.00	Plan review fee will be charged ~~$50 per hour~~ to the nearest hour.	1.) Increase fee to adjust review rate from $70 to $75/hour for all of development services. Rate has not been reviewed since 2014. 2.) Modification to notes.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Modifications Cont.: Development Services							
Modify existing fee	Drainage Statement	Per Statement	Per Application	$280.00	$300.00	~~Applies to first 2 submittals. Reviews after 2nd submittal and reviews of r~~ Revisions to accepted submittals are ~~$80~~ 75 each.	1.) Increase base rate to adjust review rate from $70 to $75/hour for all of development services bringing the fee to a total of $300. 2.) Decrease revisions from $80 to $75 to accurately reflect a 1 hour review time. 3.) Modification to the notes to remove additional fees for submittals after 2.
Modify existing fee	Drainage Report	Per Report	Per Application	$560.00	$650.00	~~Applies to first 2 submittals. Reviews after 2nd submittal and reviews of r~~ Revisions to accepted submittals are ~~$170~~ 150 each.	1.) Increase base rate to adjust review rate from $70 to $75/hour for all of development services ($600). 2.) Modification to the notes to remove additional fees for submittals after 2. Increase fee an additional $50 to cover this cost brining total fee to $650. 3.) Decrease revisions from $170 to $150 to accurately reflect a 2 hour review time.
Modify existing fee	Conditional Letter of Map Revision with Letter of Map Revision (CLOMR/LOMR)	Per CLOMR/LOMR	Per Application	$350.00	$375.00	~~Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are $170.00 each.~~	1.) Increase base rate to adjust review rate from $70 to $75/hour for all of development services bringing the fee to a total of $375. 2.) Modification to the notes to remove additional fees for submittals after 2. 3.) Modification to the notes to remove revision fee. The Town does not receive revisions to a Conditional Letter of Map Revision (CLOMR).

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Modifications Cont.: Development Services							
Modify existing fee	Letter of Map Revision (LOMR)	Per LOMR	Per Application	$280.00	$300.00	~~Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are $100.00 each.~~	1.) Increase base rate to adjust review rate from $70 to $75/hour for all of development services bringing the fee to a total of $300. 2.) Modification to the notes to remove additional fees for submittals after 2. 3.) Modification to the notes to remove revision fee. The Town does not receive revisions to a Letter of Map Revision (LOMR).
Modify existing fee	Geotechnical Report	Per Report	Per Application	$280.00	$300.00	~~Applies to first 2 submittals. Reviews after 2nd submittal and reviews of r~~ Revisions to accepted submittals are ~~$80~~ 75 per submittal. ~~Re~~ Submittals to reconfirm expired report are not charged a review fee.	1.) Increase base rate to adjust review rate from $70 to $75/hour for all of development services bringing the fee to a total of $300. 2.) Decreased revisions from $80 to $75 to accurately reflect a 1 hour review time. 3.) Modification to the notes to remove additional fees for submittals after 2.
Modify existing fee	Review of Structural Calculations	Per Report	Per Report	$560.00	$600.00	~~Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are $170.00 each.~~	1.) Increase base rate to adjust review rate from $70 to $75/hour for all of development services bringing the fee to a total of $600. 2.) Modification to the notes to remove additional fees for submittals after 2. 3.) Modification to the notes to remove revision fee. The Town has not received revisions to this type of review.
Modify existing fee	Subdivision Design Exception Report	Per Report	Per Application	$140.00	$150.00		Increase base rate to adjust review rate from $70 to $75/hour for all of development services bringing the fee to a total of $150.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Modifications Cont.: Development Services							
Modify existing fee	Assurances; Partial Release of Assurance	Per Submittal		$20.00	$150.00		Increase to appropriately account for staff processing time, routing, inspecting, and preparing for recordation. This requires on average 2 hours of staff time to process and inspection.
Modify existing fee	Floodplain; Floodplain Use Permit	Per Permit		$100.00	$225.00		Increase to cover the cost of review and inspections. 1 hour for office staff to process and review and 2 site visits at 1 hour each ($75 /hour).
Modify existing fee	Traffic Impact Analysis ~~Study;~~ Category II-III	Per Report	Per Application	$560.00	$600.00	Small to moderate development, 100-999 peak hour trips. ~~Applies to first 2 submittals. Reviews after 2nd submittal and reviews of r~~ Revisions to accepted submittals are ~~$170~~ 150 each.	1.) Increase base rate to adjust review rate from $70 to $75/hour to align with other development services rates for consistency, bringing the fee to a total of $600. 2.) Decrease revisions from $170 to $150 to accurately reflect a 2 hour review time. 3.) Modification to the Fee Description to align with 2017 Transportation Impact Analysis Manual and split small/moderate developments from large/regional developments. 4.) Modification to the notes to remove additional fees for submittals after 2.
Modify existing fee	Storm Water Pollution Prevention Plan (SWPPP)	Per Plan	Per Application	$280.00	$150.00	~~Applies to first 2 submittals and first inspection. Reviews after 2nd submittal are $80 per submittal.~~ Includes review and first two inspections. See re-inspection fee for additional inspection fees.	Arizona Department of Environmental Quality (ADEQ) Construction General Permit was modified to no longer require that the Town review and maintain the full Stormwater Pollution Prevention Plan (SWPP) book. Decrease to reflect the adjusted review time associated with this change to an average of 1 hour plus 1 inspections at $75 each.
Modify existing fee	Grading Plan Review	Per Plan	Per Application	$400.00 + $95.00 / sheet	$1,300.00	Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals plans are 30% of original fee. Per submittal.	Modification to the fee structure to a flat fee. Fee was previously calculated based on number of plan sheets. The flat fee will reduce errors and provide a more predictable fee estimate to customers.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Modifications Cont.: Development Services							
Modify existing fee	Construction Plan Review	Per Plan Type	Per Application	$400.00 + $95.00 / sheet	$1,300.00	~~Applies to first 2 submittals. Reviews after 2nd submittal and reviews of r~~evisions to accepted~~ submittals~~ plans are 30% of original fee. ~~per submittal. A separate fee is required for each plan review type including, but not limited to: paving, sewer, and utility plans.~~	Modification to the fee structure to a flat fee. Fee was previously calculated based on number of plan sheets. The flat fee will reduce errors and provide a more predictable fee estimate to customers.
Modify existing fee	Traffic Impact Analysis; Category I ~~Statement~~	Per Statement	Per Application	$280.00	$300.00	Traffic Statement, less then 100 peak hour trips. ~~Applies to first 2 submittals. Reviews after 2nd submittal and reviews of r~~Revisions to accepted submittals are ~~$80~~ 75 each.	1.) Increase base rate to adjust review rate from $70 to $75/hour to align with other development services rates for consistency, bringing the fee to a total of $300. 2.) Decrease revisions from $80 to $75 to accurately reflect a 1 hour review time. 3.) Modification to the Fee Description to align with 2017 Transportation Impact Analysis Manual. 4.) Modification to the notes to remove additional fees for submittals after 2.
Eliminations: Development Services							
Eliminate existing fee	Temporary Use Permit; Administrative Process with Council Action	Per Submittal		$500.00			This process in longer supported per code updates to Title 17 adopted per Ord 2021.003.
Eliminate existing fee	Review of Miscellaneous Report	Per Report		$280.00		~~Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are $80.00 each.~~	Removal of duplicate fee. Fee already exists for Development Services in the Planning section as "Miscellaneous Document and/or Report Review."
Eliminate existing fee	Storm Water Pollution Prevention Plan; Re-inspection	Per Inspection		$50.00		Fee to re-inspect after failed inspection.	Removal of duplicate fee. Re-inspection fee already exists for Development Services in the Building section as "Re-inspection Fee". This can be used for all of development services.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Eliminations Cont.: Development Services							
Eliminate existing fee	Storm Water Pollution Prevention Plan (SWPPP); review based on Town Template	Per Plan		$140.00			Arizona Department of Environmental Quality (ADEQ) Construction General Permit was modified to no longer require that the Town review and maintain the full Stormwater Pollution Prevention Plan (SWPP) book and thus purchase of a template is no longer supported.
Clarifications: Development Services							
Clarification of existing fee	Zoning Variance Request	Per Submittal	Per Submittal	$550.00	$550.00		Description change to clarify fee is for a zoning variance and not a Flood Plain Variance request.
Clarification of existing fee	Pools and Spas; Permit Fee Using Model Engineering	Per Permit	Per Permit	$500.00	$500.00	Permit fee for a residential pool that has pre-approved model engineering. Commercial or community pool fees based on valuation per Ord 2011.015.	Note change to clarify that this fee applies to residential pools only.
Clarification of existing fee	Re-inspection Fee	Per Inspection	Per Inspection	$75.00	$75.00	Initial permit includes first and 2nd inspections.	Currently used by building and for SWPPP inspections. Combine fee into one item and create a miscellaneous category for use by all 3 divisions within development services eliminating the need for duplicate items.
Clarification of existing fee	Inspection After Normal Work Hours	Per Hour	Per Hour	$75.00	$75.00	$75 per hour with a minimum of two hours ($150). Applies to inspections performed before normal start time, after normal end time, on weekends or on holidays.	Currently used by building. Adding the ability to be used for SWPPP inspections. Combine fee into one item and create a miscellaneous category for use by all 3 divisions within development services eliminating the need for duplicate items.
Clarification of existing fee	Pools and Spas; Permit Fee Without Model Engineering	Per Permit	Per Permit	$550.00	$550.00	Permit fee for a residential pool that does not have pre-approved model engineering. Commercial or community pool fees are based on valuation per Ord. 2011.015.	Note change to clarify that this fee applies to residential pools only.
Clarification of existing fee	Pools and Spas; Pool Engineering Model Plan Review	Per Application	Per Application	$200.00	$200.00	Applies to residential pools only. Commercial or community pool fees are based on valuation per Ord. 2011.015.	Add note to clarify that this fee applies to residential pools only.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Clarifications Cont.: Development Services							
Clarification of existing fee	License Agreement	See Note	See Note	$1,000.00	$1,000.00	$1,000.00 + actual cost for appraisal and/or survey fees. Fee for new license agreements~~, landscaping exempt~~.	Clarification of note, removing landscaping exemption. License agreements apply to landscaping in the Public Right-of-Way when installed and maintained by an entity other than the Town.