MARANA TOWN COUNCIL - **AMENDED**
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 19, 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 April 19, 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

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. 2022.007: Relating to Finance; Exempting HM3 Advocate, Inc. from the Special Event Permit fee for an event on April 24, 2022, at Continental Reserve Neighborhood Park (Jim Conroy)

C2 Resolution No. 2022-034: Relating to the Marana Regional Airport; approving and authorizing the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the Airport as an air tanker base for fire suppression activities during fire season (David L. Udall)

C3 Resolution No. 2022-035: Relating to Development; amending Marana Resolution No. 2022-026 to accept for maintenance two additional streets in Gladden Farms Block 27 Phase 1 (David L. Udall)

C4 Resolution No. 2022-036: Relating to Administration; approving and authorizing the Mayor to execute Amendment One to the Intergovernmental Agreement with Pima County for Pima Early Education Program (Lisa Shafer)

C5 Resolution No. 2022-037: Relating to Development; approving a final plat for Saguaro Bloom Block 1, Lots 297-387, Common Area "B", Common Area "C" and Block 1D, generally located at the southeast corner of Airline Road and Lambert Lane (Cynthia Ross)

C6 Resolution No. 2022-038: Relating to Public Works; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the State of Arizona and the Town of Marana for design, construction, and installation of a traffic signal at the intersection of Dove Mountain Boulevard and Moore Road (Fausto Burruel)

C7 Approval of the Council Regular Meeting Summary Minutes of April 5, 2022 and the Council Study Session Meeting Summary Minutes of March 22, 2022 (Cherry L. Lawson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #010 Beer and Wine Store Liquor License submitted by Perry Charles Huellmantel on behalf of QuikTrip #1474, located at 6555 West Twin Peaks Road, Tucson, AZ 85742 (Cherry L. Lawson)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 *Resolution No. 2022-039: Relating to Development; approving and authorizing the Mayor to sign the Crossroads at Gladden Development Agreement (Jane Fairall)*

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 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)

D2 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Terry Rozema)

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **C1**

Meeting Date: 04/19/2022

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Wayne Barnett, Deputy Director Parks & Recreation

Date: April 19, 2022

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
This request seeks to respond to the community by providing a means to support a local non-profit group providing assistance to community members in need of assistance.

Subject: Ordinance No. 2022.007: Relating to Finance; Exempting HM3 Advocate, Inc. from the Special Event Permit fee for an event on April 24, 2022, at Continental Reserve Neighborhood Park (Jim Conroy)

Discussion:
Under state law, the Town Council is authorized to control the finances of the Town. The Marana Town Council has adopted a comprehensive fee schedule that includes a fee for special event permits.

Marana Unified School District student Nikki Bayse has requested a waiver of Town of Marana Special Event fee for an event to be held on Sunday, April 24, 2022, at Continental Reserve Neighborhood Park, from 10am - 5pm. The event will benefit HM3 Advocate, Inc., a local non-profit that seeks shelter for women in need of assistance. The event will consist of carnival games and information booths.

If adopted, this ordinance would waive the $500 "Special Event Permit" fee included in the Town's comprehensive fee schedule for the April 24, 2022 event at Continental Reserve Neighborhood Park. HM3 Advocate, Inc. would still be required to go

through the Town's normal review and permitting process.

Staff Recommendation:
Council's pleasure.

Suggested Motion:
I move to adopt Ordinance No. 2022.007 exempting HM3 Advocate, Inc. from the Special Event Permit fee for an event on April 24, 2022, at Continental Reserve Neighborhood Park.

Attachments

Ordinance No. 2022.007

MARANA ORDINANCE NO. 2022.007

RELATING TO FINANCE; EXEMPTING HM3 ADVOCATE, INC. FROM THE SPECIAL EVENT PERMIT FEE FOR AN EVENT ON APRIL 24, 2022 AT CONTINENTAL RESERVE NEIGHBORHOOD PARK

WHEREAS the Town Council is authorized by A.R.S. § 9-240(A) to control the finances of the Town; and

WHEREAS the Town Council has adopted a comprehensive fee schedule for the Town which includes a fee for special event permits; and

WHEREAS HM3 Advocate, Inc. is a nonprofit corporation established to assist domestic violence victims in southern Arizona; and

WHEREAS HM3 Advocate, Inc. is hosting a special event on April 24, 2022 at Continental Reserve Neighborhood Park; and

WHEREAS Mayor and Council of the Town of Marana find that exempting HM3 Advocate, Inc. from the Special Event Permit fee for the event on April 24, 2022 at Continental Reserve Neighborhood Park is in the best interests of the Town and its residents.

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

SECTION 1. HM3 Advocate, Inc. is hereby exempted from the Special Event Permit fee included in the Town's comprehensive fee schedule, as adopted by the Town Council and amended from time to time, for the event on April 24, 2022 at Continental Reserve Neighborhood Park. Notwithstanding the waiver of this fee, HM3 Advocate, Inc. shall still be required to go through the Town's normal review and permitting process.

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. 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 4. If any section, subsection, sentence, clause, phrase or portion of the 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 5. This ordinance is administrative, and shall be effective immediately.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of April, 2022.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 04/19/2022

To: Mayor and Council

From: David Udall, Assistant Town Attorney

Date: April 19, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-034: Relating to the Marana Regional Airport; approving and authorizing the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the Airport as an air tanker base for fire suppression activities during fire season (David L. Udall)

Discussion:

For a number of years, the Arizona Department of Forestry and Fire Management (formerly the Arizona State Forestry Division) has used property on the premises of the Marana Regional Airport each fire season as a base for air-based fire suppression, either through a sublease with Northwest Fire District or, more recently, through a direct agreement with the Town. The proposed Land/Facility Use agreement will continue this relationship.

If approved, the agreement will allow the Department to park single engine air tankers at the airport during fire season (roughly May through July) and place temporary mobile office building/trailers on airport property. In addition, the Department may station an airplane and a helicopter at the airport for fire reconnaissance and fire support. Pursuant to the agreement, Town rental/parking fees would be waived, but the Department would be required to pay for its own water and electric utilities associated with its use of the airport property directly to the utility companies. The agreement will be in place for one year.

Financial Impact:

There is no impact to the Town's or the airport's finances. The waived airport fees are largely immaterial to the airport's finances.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2022-034, approving and authorizing the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the Airport as an air tanker base for fire suppression activities during fire season.

Attachments

Resolution No. 2022-034

Exhibit A

MARANA RESOLUTION NO. 2022-034

RELATING TO THE MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LAND/FACILITY USE AGREEMENT BETWEEN THE TOWN OF MARANA AND THE ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT FOR USE OF THE AIRPORT AS AN AIR TANKER BASE FOR FIRE SUPPRESSION ACTIVITIES DURING FIRE SEASON

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

WHEREAS the Town Council finds that entering into a Land/Facility Use Agreement with the Arizona Department of Forestry and Fire Management to allow the use of property at the Marana Regional Airport as an air tanker base for fire suppression activities in Southern Arizona during the fire season is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, as follows: The Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management, 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 execute 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 19th day of April, 2022.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT

LAND/FACILITY USE AGREEMENT

Agreement #: _____

Resource Order #: _____

The Town of Marana, as owner of the property described herein (the "Owner"), agrees to furnish the described land or facilities (the "Property) to the Arizona Department of Forestry and Fire Management (the "State") for use as a single engine air tanker base for fire suppression activities (the "Base") pursuant to the terms and conditions set forth in this Land/Facility Use Agreement (the "Agreement").

1. **DESCRIPTION OF PROPERTY/FACILITIES:** The Property is described as follows: that certain real property at the Marana Regional Airport, located at 11700 W. Avra Valley Road, Marana, Arizona, consisting of an approximately 19,250 square foot pad (175 feet x 110 feet) for aircraft parking on the southwest portion of the helicopter ramp area, west of Taxiway A. Additionally, aircraft can be parked on the main parking ramp located northwest of the Jet Apron if necessary. An area consisting of approximately 22,500 square feet (150'x150') has been designated for the placement of a 30'x76' office trailer and vehicle parking south of the airport perimeter road. The Property is more particularly shown in the location map attached to and incorporated in this Agreement as Exhibit A.

2. **TERM:** This Agreement shall remain in effect for three years, from April 24, 2022 through April 23, 2023, unless it is terminated sooner pursuant to the terms of this Agreement.

3. **USE:** The State shall use the Property as a single engine air tanker base for fire suppression activities during the fire season. The "fire season" is typically defined as May through July each year, but the State may occupy the Property earlier or later in the year as the State determines is necessary for fire suppression activities. The State shall notify the Town when the State intends to occupy the Property. The allowed uses under this Agreement shall include the use of tie down space for single engine air tankers parked on the Property by the State or the State's contractors for fire suppression activities. Additionally, the State shall be permitted to park trailers or other mobile building structures on the Property for use as office space for personnel operating out of the Base. The State shall also be permitted to station on the

Property an Air Attack platform (one airplane) for fire reconnaissance and a helicopter for fire support.

a. Under no circumstances may the State (i) use or permit the use of the Property for any purpose other than for the purposes described in this Agreement, (ii) cause or permit waste of the Property or (iii) adversely affect the Owner's title and rights to the Property, including any water rights or any other rights owned or claimed by the Owner.

b. The State shall make no structural or electrical modifications, painting or other alterations to the Property.

4. **TERMINATION:** This Agreement may be terminated by mutual written agreement of the parties or by and at the sole discretion of the Owner. If terminated by the Owner, the Owner shall give the State at least 60 calendar days' written notice of termination, unless the Owner determines that a shorter period of notice is necessary in order to address an imminent health or safety issue.

5. **ENVIRONMENTAL IMPACT:** The State, at its own expense, shall ensure that the State and the State's agents, employees, contractors, and invitees comply with all present and hereafter enacted Environmental Laws, and any amendments thereto, affecting operations on the Property. "Environmental Laws" means any and all laws, rules, regulations, regulatory agency guidance and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority) now in effect or hereafter enacted that deal with the regulation or protection of the environment (including the ambient air, ground water, surface water, waste handling and disposal, and land use, including sub-strata land), or with the generation, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment. The State shall be responsible for cleaning up any fire retardant or fuel spills associated with the State's use and occupation of the Property.

6. **INDEMNIFICATION:** The State shall defend, indemnify and hold harmless the Owner, its officers, agents, and employees from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorneys' fees) arising out of the State's use of the Property or the State's negligent acts or omissions in connection with this Agreement. The indemnification provisions set forth in this Article 6 shall survive termination of this Agreement.

7. **INSURANCE:** The parties understand and agree that the State's contractors are required to provide evidence of insurance to the State pursuant to written contract with the State. The State shall require those contractors who use the Property pursuant to this Agreement to (a) name the Owner as an additional insured in the contractor's insurance policies and (b) provide the Owner with certificates of insurance and additional insured endorsements evidencing the minimum coverages required under the contractors' contracts with the State.

8. **COMPLIANCE WITH LAWS:** In its use and occupation of the Property, the State shall abide by all existing laws of the State of Arizona, County of Pima and Town of Marana and all regulations of the Federal Aviation Administration, as they may be amended from time to time.

9. **INSPECTION:** A pre-use and post-use inspection of the property will be conducted and documented by both the Owner and the State to assess possible damage that may occur during occupancy.

10. **RATE:** The Owner agrees to waive any and all Town of Marana rental fees applicable to the State's use of the Property, including any tie down and parking fees listed in the Town of Marana comprehensive fee schedule. The Property is equipped with a fire hydrant and water meter. The State shall transfer water and electric utilities for the Property into the State's name and the State shall be responsible for paying all water and electric utility bills directly to the utility providers during the time the State uses and occupies the Property. In addition, the State, at its own expense, shall clean and restore the Property to pre-use conditions at the end of each fire season.

11. **LOSS, DAMAGE OR DESTRUCTION:** The State assumes liability for the loss, damage, or destruction of the Property or the Owner's equipment on the Property, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault of negligence of the Owner or Owner's agents.

12. **MODIFICATIONS:** Any changes to this Agreement shall be made in writing and signed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last party's signature date below.

The "Owner":

THE TOWN OF MARANA,
an Arizona municipal corporation

_____
Ed Honea
Mayor

_____
Date

ATTEST:

_____
Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

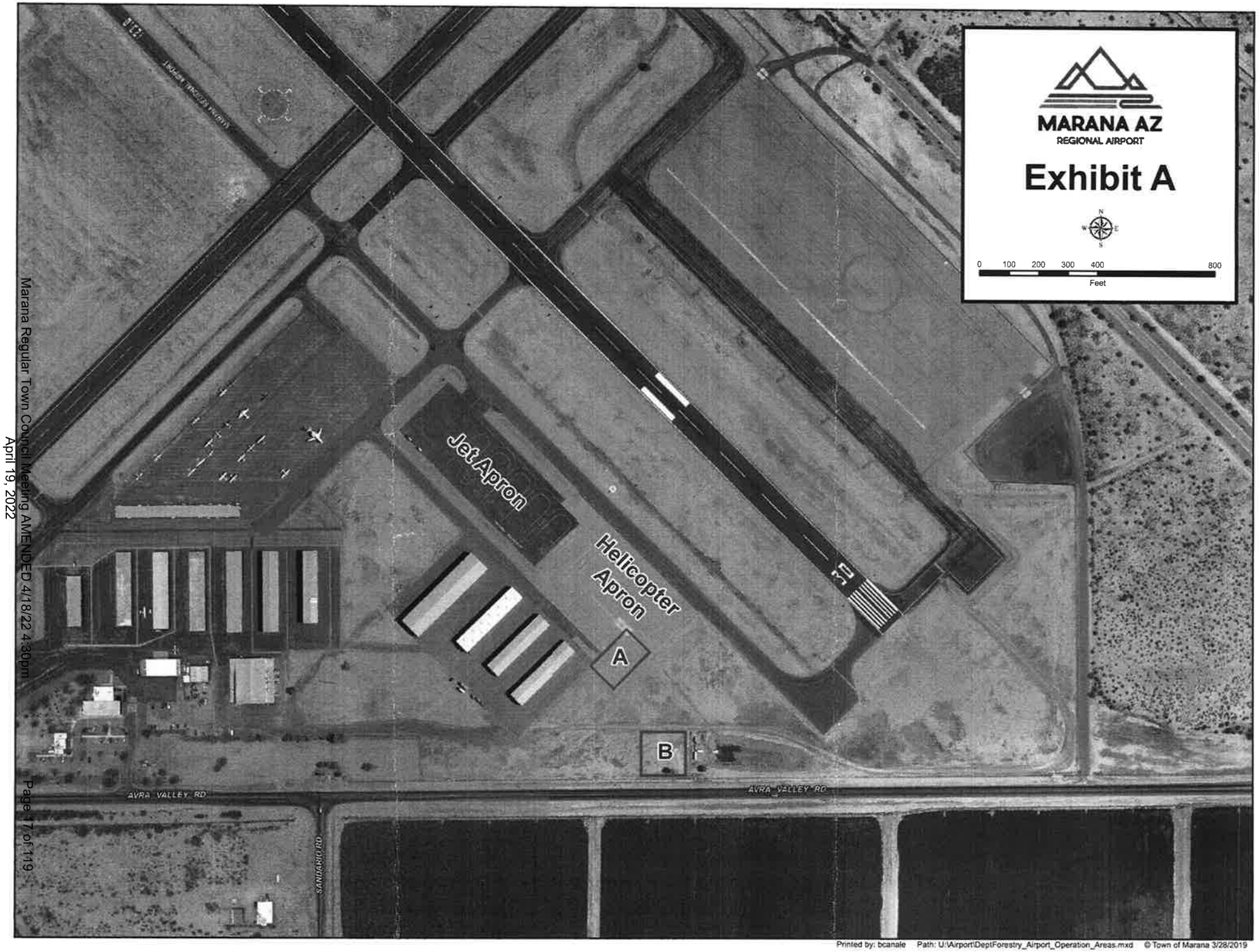
The "State":

ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT, an Arizona state agency

By: Shawn Coleman

Its: Aviation Support Operations Supervisor

3-22-22
Date


MARANA AZ
REGIONAL AIRPORT
Exhibit A
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Council-Regular Meeting **C3**

Meeting Date: 04/19/2022

To: Mayor and Council

From: David Udall, Assistant Town Attorney

Date: April 19, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-035: Relating to Development; amending Marana Resolution No. 2022-026 to accept for maintenance two additional streets in Gladden Farms Block 27 Phase 1 (David L. Udall)

Discussion:

On March 15, 2022, the Mayor and Town council adopted Marana Resolution No. 2022-026, which approved a release of assurances for Gladden Farms Block 27 Phase 1, consisting of lots 1 through 81 and common areas "A-1"-"A-12" and "B-1"-"B-4." The resolution additionally approved the acceptance of the following roadways for maintenance: Gibbs Avenue, Watkins Avenue, Avery Avenue, Embry Drive, and Harrigan Street. Due to a clerical error, two roadways were not included in Resolution No. 2022-026 that should have been included: Jernigan Street and Berwick Drive.

If adopted, this resolution would amend Resolution No. 2022-026 to add Jernigan Street and Berwick Drive to the list of accepted roadways for maintenance. As a side note, "Hellig Avenue" on the Location Map included in the backup materials to this agenda item was changed to "Avery Avenue" on the approved final plat and was accepted for maintenance as such in Resolution No. 2022-026.

Staff Recommendation:

Staff recommends approval of Resolution No. 2022-035, amending Resolution No. 2022-026.

Suggested Motion:

I move to adopt Resolution No. 2022-035, amending Marana Resolution No. 2022-026 to accept for maintenance two additional streets in Gladden Farms Block 27 Phase 1.

Attachments

Resolution No. 2022-035
Resolution No. 2022-026
Location Map

MARANA RESOLUTION NO. 2022-035

RELATING TO DEVELOPMENT; AMENDING MARANA RESOLUTION NO. 2022-026 TO ACCEPT FOR MAINTENANCE TWO ADDITIONAL STREETS IN GLADDEN FARMS BLOCK 27 PHASE 1

WHEREAS on March 15, 2022, the Marana Town Council adopted Marana Resolution No. 2022-026, which approved a release of assurances for Gladden Farms Block 27 Phase 1, consisting of lots 1 through 81 and common areas "A-1"-"A-12" and "B-1"-"B-4"; and

WHEREAS as adopted, Resolution No. 2022-026 approved, among other things, the acceptance of the following roadways for maintenance: Gibbs Avenue, Watkins Avenue, Avery Avenue, Embry Drive, and Harrigan Street; and

WHEREAS due to a clerical error, two roadways were not included for acceptance in Resolution No. 2022-026 that should have been included; and

WHEREAS the Mayor and Council of the Town of Marana find that amending Resolution No. 2022-026 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 as follows:

Section 1. Section 2 of Marana Resolution No. 2022-026 is hereby amended to add the following paved streets as shown on the final plat of Gladden Farms Block 27 Phase 1 to the list of streets accepted by the Town for maintenance, including maintenance of regulatory traffic control and street signs:

- Berwick Drive
- Jernigan Street

Section 2. Except as expressly modified in this Resolution, the remaining provisions in Marana Resolution No. 2022-026 shall remain unchanged and in full force and effect.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of April, 2022.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

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

MARANA AZ
ESTABLISHED 1977

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"

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

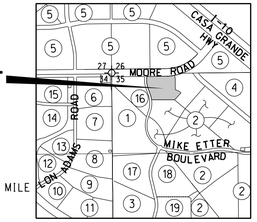
REGISTRATION NUMBER EXPIRES

Location Map

MARANA AZ WATER

1. SEQ #20192910094
2. SEQ #20181100137
3. SEQ #20121740308
4. SEQ #20071020612
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
16. SEQ #20173130070
17. SEQ #20182500081
18. SEQ #20193310053
19. SEQ #20190530029

THIS PROJECT



SCALE: 3" = 1 MILE

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
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
1) STANDARD DETAILS 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.
5) PAVEMENT MARKING DESIGN MANUAL (AUGUST 2008 EDITION), PIMA COUNTY CITY OF TUCSON.
6) TRAFFIC SIGNING DESIGN MANUAL (MAY 2002 EDITION), PIMA COUNTY AND CITY OF TUCSON.
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		DWV
DETAIL REFERENCE	A = DETAIL IDENTIFICATION, 1 = SHEET SHOWING DETAIL	4/1
CURB ACCESS RAMP	TOM SD 600-1 & 600-2	
CONCRETE SIDEWALK	SD 200	
SURVEY MONUMENT	SD 103	
PAVEMENT MARKINGS		ONLY
EXIST SEWER AND MANHOLE		S
EXIST WATERLINE W/VALVE		W
EXIST UNDERGROUND ELECTRIC LINE		E
EXIST GAS LINE		G
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
Tucson San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
rickengineering.com

J-5011

DESIGNED BY: SOH	DATE: 07/2020
DRAWN BY: RSM	DATE: 07/2020
CHECKED BY: BMP	DATE: 07/2020
APPROVED BY: BMP	DATE: 07/2020

Registered Professional Engineer
CERTIFICATE NO. 28674
BRUCE PATON
Date Signed 10/19/20
ARIZONA U.S.A.

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
Call 811 or click Arizona811.com

ENG2008-006
S-2021-002

SCALE: HORIZ : 1" = 100'
VERT : N/A

SHEET 1 OF 13

Council-Regular Meeting **C4**

Meeting Date: 04/19/2022

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: April 19, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-036: Relating to Administration; approving and authorizing the Mayor to execute Amendment One to the Intergovernmental Agreement with Pima County for Pima Early Education Program (Lisa Shafer)

Discussion:

On June 1, 2021, the Town Council approved Resolution No. 2021-077 authorizing staff to enter into an Intergovernmental Agreement (IGA) with Pima County for the new Pima Early Education Program (PEEP) to fund a new pre-school program at Estes Elementary for the 2021-2022 school year. The Town contributed $132,000 towards the 10-month program this school year.

The overall goals of PEEP are to increase the number of 3-5 year-old children from low-income families attending high quality preschools in Pima County and to increase the number of high quality preschools in Pima County. A household family income must be at or below 200% of the Federal Poverty Level to qualify for this program. To be considered a quality preschool, the preschool must have a Quality First rating of 3-5 stars, be a Head Start provider or be nationally accredited. During the first year of the PEEP funding, 12 new pre-school classes were added throughout Pima County. This coming school year the number of pre-school classes is expected to grow to 26 classes. All 18 seats in the new 3-4 year old program at Estes were filled very quickly after they were opened for enrollment last summer. MUSD will also be adding another pre-school program at DeGrazia Elementary, which is outside the Town boundaries and will be funded by Pima County.

The County has approached the Town requesting that we consider funding PEEP for a second year. The cost for school year 2022-2023 is $155,545. The Town has a credit of $13,200 due to the class size being only 18 (3-4 year old) students, not the 20 (4-5 year old) students previously planned for. If the Town Council approves Amendment One to the PEEP IGA, the Town will pay a total of $142,345, including the $13,200 credit, towards PEEP.

Financial Impact:

Fiscal Year:	2023
Budgeted Y/N:	Y
Amount:	$142,345

Pending Council approval the contribution amount for this program will be budgeted within the General Fund for the upcoming fiscal year.

Staff Recommendation:

Staff recommends approval of Amendment One to the IGA with Pima County for the Pima Early Education Program.

Suggested Motion:

I move to adopt Resolution No. 2022-036, approving and authorizing the Mayor to execute Amendment One to the Intergovernmental Agreement with Pima County for Pima Early Education Program.

Attachments

Resolution No. 2022-036

Exhibit A

MARANA RESOLUTION NO. 2022-036

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH PIMA COUNTY FOR PIMA EARLY EDUCATION PROGRAM

WHEREAS research shows that children who attend high quality preschool are better prepared for kindergarten and are less likely to need expensive special education services; and

WHEREAS on June 1, 2021, the Town Council approved Resolution No. 2021-077 authorizing the Mayor to execute an Intergovernmental Agreement with Pima County for Pima Early Education Program; and

WHEREAS the Town of Marana desires to contribute funding to the Pima Early Education Program for a second year to offer high quality preschool classes at school district sites within the Town of Marana; 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 Town Council finds that this amendment to the intergovernmental agreement with Pima County for the Pima Early Education Program is in the best interests of the Town.

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

SECTION 1. Amendment One to the intergovernmental agreement with Pima County for the Pima Early Education Program, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized to sign 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 agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 19th day of April, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Pima County Department of Community & Workforce Development

Project: Pima Early Education Program

IGA: Town of Marana

Contract No.: CTN-CR-21-128

Contract Amendment No.: 01

Orig. Contract Term:	07/01/2021 – 09/01/2022	**Orig. Amount:**	$132,000.00
Termination Date Prior Amendment:	N/A	**Prior Amendments Amount:**	$ 0.00
Termination Date This Amendment:	09/01/2023	**This Amendment Amount:**	$142,345.00
		Revised Total Amount:	$274,345.00

AMENDMENT ONE

The parties agree to amend the above-referenced Intergovernmental Agreement as follows:

1. **Background and Purpose.**

   1.1. Background. On May 18, 2021, Pima County ("County") and the Town of Marana ("Town"), entered into the above-referenced Intergovernmental Agreement ("Agreement") to provide funding for the Pima Early Education Program.

   1.2. Purpose. The parties want to extend the term by one year and contribute additional funding to the Pima Early Education Program to offer high quality preschool opportunities in the Town of Marana, without cost, to families with incomes at or below 200% of the Federal Poverty Level.

2. **Term.** This Amendment No. 1 commences on September 2, 2022 and terminates on September 1, 2023. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. **Town Responsibilities.** Section 3 is amended to include City's additional contribution of $142,345.00 that Town must pay to County on or before September 30, 2022.

4. **County Responsibilities.** Section 4 is deleted in its entirety and replaced with the following: County shall allocate Town's $274,345.00 to reimburse Marana Unified School District for the cost of operating the new high quality preschool class at Estes Elementary School located within the Town for up to 18 preschool age children from families with incomes at or below 200% of the Federal Poverty Level. This maximum class reimbursement for School Year 2021-22 is $118,800. The maximum class reimbursement for School Year 2022-23 is $155,545. County will provide Town with a copy of the agreement between County and Manana Unified School District prior to Town making payment to County. County will not charge Town an administrative fee for allocating the Town funds. For Year One and Year Two, County shall provide quarterly reports to Town on or before October 31, January 31, April 30, and July 31,

and will also provide an end-of-year report by September 1. Reports shall include, for the preceding quarter, the amount of Town funding spent, and number of children served.

5. **Counterparts.** This Amendment No. 1 may be executed in counterparts, each of which, when taken together, will constitute one original contract.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

SIGNATURE PAGE TO FOLLOW

PIMA COUNTY:	**TOWN**:
_____	_____
Chair, Board of Supervisors	Mayor
_____	_____
Date	Date
ATTEST	ATTEST
_____	_____
Clerk of the Board	Town Clerk

Approval

The foregoing Intergovernmental Agreement Amendment between County and Town has been reviewed by the undersigned and is hereby approved as to content.

_____
Jan Lesher, Acting Pima County Administrator

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between County and the Town has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:	**TOWN**
_____	_____
Deputy County Attorney	Town Attorney

Council-Regular Meeting **C5**

Meeting Date: 04/19/2022

To: Mayor and Council

From: Cynthia Ross, Senior Planner

Date: April 19, 2022

Strategic Plan Focus Area:
Community, Not Applicable

Subject: Resolution No. 2022-037: Relating to Development; approving a final plat for Saguaro Bloom Block 1, Lots 297-387, Common Area "B", Common Area "C" and Block 1D, generally located at the southeast corner of Airline Road and Lambert Lane (Cynthia Ross)

Discussion:

History
The Town Council approved a final plat for Saguaro Bloom Block 1 Lots 1-389, Blocks 1A, 1B and 1C, and Common Areas A, B and C on February 20, 2018, recorded with the Pima County Recorder at Sequence Number 20180540069. The subdivision has since been developed by D.R. Horton and construction is mostly complete for the northern portion of the site (Lots 1-296) in Blocks 1A and 1B, with approximately 18 homes remaining for sale.

Location
The subject area is located in a portion of the south area of Saguaro Bloom Block 1, described as Block 1C of the approved plat.

Request
The owner of the subdivision, D. R. Horton, is requesting a plat revision to reconfigure the undeveloped southern portion of the Saguaro Bloom Block 1 site, described as Block 1C on the approved plat. This revision includes the removal of the roadway Guajillo Lane, changing Baja Ruellia Terrace from a road to a cul-de-sac, reconfiguring the lots between Cascalote Lane and Guayacan Trail, updating the overall lot count to

account for the new well site in the area and renumbering the 91 lots affected. The revised lots new maximum lot size provided is 15,997 square feet, the new minimum lot size provided is 5,797 square feet and the new average lot size provided is 6,668 square feet.

The location of the lots will remain the same along Huisache Trail, the west side of Cascalote Lane right-of-way and east side of Guayacan Trail right-of way. A well site has been added between the new lots 344 and 345 located along Guayacan Trial. Two lots were removed from this area to accommodate for the size of the well, reducing the total Block 1 lot count to 387 lots. The location of the new cul-de-sac will intersect with Guayacan Trail and be surrounded by lots and Common Area "A". Lots were also added to the west side of Cascalote Lane right-of-way from the intersection with Guayacan Trail to the rear of Lot 307. The lots that run between these two roadways and three cul-de-sacs were renumbered in this replating process.

Staff Recommendation:

Staff has reviewed the request against the requirements of the Marana Town Code, the Saguaro Bloom Specific Plan, 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. 2022-037, approving a final plat for Saguaro Bloom Block 1, Lots 297-387, Common Area "B", Common Area "C", and Block 1D.

Attachments

Resolution No. 2022-037
Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2022-037

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR SAGUARO BLOOM BLOCK 1, LOTS 297-387, COMMON AREA "B", COMMON AREA "C", AND BLOCK 1D, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF AIRLINE ROAD AND LAMBERT LANE

WHEREAS, on April 6, 2004, the Mayor and Town Council adopted Resolution No. 2004-15, approving the final block plat for Saguaro Springs, Book 58 Page 23; and

WHEREAS, on November 15, 2005, the Mayor and Town Council adopted Ordinance No. 2005.14, approving a rezoning of the site from "R-144", "R-36", "R-6", and "MH" to Zone "F" and creating the Saguaro Springs Specific Plan; and

WHEREAS, on January 16, 2018, the Mayor and Town Council adopted Ordinance No. 2018.001, approving an amendment to the Saguaro Springs Specific Plan and a name change of the Plan to Saguaro Bloom Specific Plan; and

WHEREAS, on February 20, 2018, the Mayor and Town Council adopted Resolution No. 2018-015, approving the final plat for Saguaro Bloom Block 1, Lots 1-389, Blocks 1A, 1B and 1C, and Common Area "A" (open space, recreation, public utilities, road maintenance and signage), Common Area "B" (open space, drainage, recreation, public utilities, road maintenance and signage), and Common Area "C" (open space and recreation), generally located at the southeast corner of Airline Road and Lambert Lane; and

WHEREAS, D.R. Horton, Arizona, has applied for approval of a final plat for Saguaro Bloom Block 1, Lots 297-387, Common Area "B" (open space, drainage, recreation, public utilities, road maintenance and signage), Common Area "C" (open space and recreation), and Block 1D (well site); and

WHEREAS, THE Marana Town Council, at the regularly scheduled meeting on April 19, 2022, determined that the final plat for Saguaro Bloom Block 1, Lots 297-387, Common Area "B" (open space, drainage, recreation, public utilities, road maintenance and signage), Common Area "C" (open space and recreation), and Block 1D (well site) 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 Bloom Block 1, Lots 297-387, Common Area "B" Common Area "C" and Block 1D , generally located at the southeast corner of Airline Road and Lambert Lane is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of April, 2022.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

DEDICATION

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

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.

WE, HEREBY CONVEY AND DEDICATE TO THE TOWN OF MARANA FEE TITLE TO BLOCK 1D (WELL SITE) AS SHOWN ON THIS PLAT.

PRIVATE DRAINAGEWAYS AND COMMON AREA AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREA SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 12923, AT PAGE 1 AND AMENDED BY SEQUENCE 2012-3660676, IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREA WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY LLC, A DELAWARE LIMITED LIABILITY COMPANY, fka TITLE SECURITY AGENCY OF ARIZONA, INC., A DELAWARE LIMITED LIABILITY COMPANY, TRUST No. 201434-T, AS TRUSTEE ONLY AND NOT OTHERWISE

BY_____
TRUST OFFICER

BENEFICIARY OF TRUST:
D.R. HORTON, INC
3580 WEST INA ROAD, SUITE 100
TUCSON, AZ 85741

ACKNOWLEDGEMENT

STATE OF ARIZONA
} SS
COUNTY OF PIMA

ON THIS ___ DAY OF _____, 20__ BEFORE ME PERSONALLY APPEARED DIANE SLOANE, WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRUST No. 201434-T, AS TRUSTEE ONLY AND NOT OTHERWISE, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

BY_____ _____
MY COMMISSION EXPIRES: NOTARY PUBLIC

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST No. _____ FROM TITLE SECURITY AGENCY OF ARIZONA AS RECORDED IN SEQUENCE No. _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY_____ _____
TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

BY_____ _____
MARANA WATER DIRECTOR DATE

RECORDING

STATE OF ARIZONA FEE $_____
} SS
COUNTY OF PIMA SEQUENCE No._____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF EPS GROUP, INC ON THIS _____ DAY OF _____, 20___, AT _____M. IN SEQUENCE NUMBER _____ THEREOF.

GABRIELLA CAZARES KELLY _____
PIMA COUNTY RECORDER BY DEPUTY

GENERAL NOTES

1. GROSS AREA OF THIS DEVELOPMENT IS ±21.03 ACRES (±916,161 S.F.)
2. CURRENT ZONING IS "F" (SPECIFIC PLAN), PER ORDINANCE 2005.14. AND ORDINANCE 2018.001. LAND USE PER SAGUARO BLOOM SPECIFIC PLAN IS MHDR (MEDIUM HIGH DENSITY RESIDENTIAL).
3. THE NUMBER OF RESIDENTIAL LOTS FOR THIS SUBDIVISION IS 91. THE OVERALL DENSITY OF THIS SUBDIVISION IS 4.33 RESIDENCES PER ACRE.
4. THE TOTAL LENGTH OF NEW PUBLIC STREETS IS 0.63 MILES.
5. THE MINIMUM ALLOWABLE LOT SIZE PER MHDR IS 4,000 S.F. THE MINIMUM LOT WIDTH PER MHDR IS 40 FEET; THE MINIMUM LOT DEPTH PER MHDR IS 80 FEET.
6. THE MAXIMUM LOT SIZE PROVIDED IS 15996.9 S.F. (LOT 333)
   THE MINIMUM LOT SIZE PROVIDED IS 5796.7 S.F. (LOT 297)
   THE AVERAGE LOT SIZE PROVIDED IS 6668.5 S.F.
7. THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS 30 FEET.
8. MINIMUM SETBACKS:
   FRONT = 10 FEET
   SIDE = 0 FEET OR 5 FEET (A ZERO LOT-LINE OR Z-CONFIGURATION IS PERMITTED FOR DEVELOPMENT OF MHDR DETACHED PRODUCTS; HOWEVER, A 3-FOOT ACCESS EASEMENT ON THE ADJACENT PROPERTY MUST ALSO BE PROVIDED.)
   STREET SIDE = 10 FEET
   REAR = 10 FEET
9. PARKING PROVISIONS INCLUDE FOUR ONSITE PARKING SPACES FOR EACH LOT
   GARAGE (2 EA): 182
   DRIVEWAY (2 EA): 182
   TOTAL PROVIDED: 91 LOTS @ 4 EACH = 364 SPACES.
10. SUBDIVISION AREAS:

RESIDENTIAL DEVELOPMENT AREA	=	13.93 ACRES	(606,858 SF)
COMMON AREA "B"	=	2.15 ACRES	(93,686 SF)
OPEN SPACE, DRAINAGE, RECREATION, PUBLIC UTILITIES, ROAD MAINTENANCE, & SIGNAGE			
COMMON AREA "C"	=	0.96 ACRES	(41,888 SF)
OPEN SPACE & RECREATION			
BLOCK 1D	=	0.28 ACRES	(12,200 SF)
RIGHT-OF-WAY	=	3.71 ACRES	(161,523 SF)

11. NO FURTHER SUBDIVIDING OR 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. 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 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 THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
15. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 Kv OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
16. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, HARDSCAPE, IRRIGATION, DRAINAGE IMPROVEMENTS, SIGNAGE, MONUMENTATION, WALLS, ETC. WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE, AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY.
17. 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.
18. A MAXIMUM OF 30 DAYS BEFORE GRADING, A 100% AREA SURVEY FOR THE BURROWING OWLS WILL BE COMPLETED BY A QUALIFIED WILDLIFE BIOLOGIST, WITH A COPY OF THE SURVEY FORM SENT TO THE TOWN PRIOR TO ISSUANCE OF GRADING PERMIT. (PLEASE NOTIFY JANINE SPENCER AT 520-382-2600 OR EMAIL JSPENCER@MARANAAZ.GOV AND ALLOW ACCESS TO PERFORM THE OWL SURVEY, AT NO COST.)
19. NOTE THAT TWO COPIES OF A STORMWATER POLLUTION PREVENTION PLAN AND REVIEW FEES MUST BE SUBMITTED TO THE TOWN FOR APPROVAL PRIOR TO ISSUANCE OF A GRADING PERMIT.
20. IF AN EASEMENT WILL BE DEDICATED TO THE TOWN, A PHASE 1 ENVIRONMENTAL SITE ASSESSMENT MUST BE SUBMITTED THAT IS DATED NO MORE THAN 180 DAYS PRIOR TO DEDICATION OF THE EASEMENT.
21. POTENTIAL BUYERS ARE ADVISED THAT THIS PROJECT FALLS IN AN AIRPORT INFLUENCE AREA AND IS SUBJECT TO FREQUENT OVERFLIGHT BY GENERAL AVIATION AIRCRAFT. AN AVIATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY PER DOCKET 12292, PAGE 6650.
22. 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.
23. BLOCK 1 IS ADJACENT TO QUARRY ROAD. LOTS WITHIN BLOCK 1 MAY BE SUBJECT TO NOISE FROM NORMAL OPERATIONS AT CALPORTLAND'S RILLITO CEMENT PLANT.
24. PER ORDINANCE 2018.001. A NEIGHBORHOOD TRAIL WILL BE PART OF THIS SUBDIVISION.
25. THIS PROPERTY IS SUBJECT TO A MINERAL DEED AND RESERVATION OF SURFACE RIGHTS AS RECORDED IN SEQUENCE No. 20152610784.
26. THIS DEVELOPMENT IS SUBJECT TO THE CONDITIONS AND AGREEMENTS OF (a) TOWN ORDINANCE No. 97.04, PASSED AND ADOPTED FEBRUARY 18, 1997, (b) TOWN ORDINANCE No. 99.14, PASSED AND ADOPTED MAY 18, 1999 AND RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON JUNE 11, 1999 IN DOCKET 11066 AT PAGE 501, (c) TOWN ORDINANCE No. 2005.14, PASSED AND ADOPTED NOVEMBER 15, 2005 AND RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON NOVEMBER 18, 2005 IN DOCKET 12683 AT PAGE 4068, AND (d) TOWN ORDINANCE No. 2011.18, PASSED AND ADOPTED ON JULY 19, 2011, AND RECORDED ON JULY 22, 2011 AND RECORDED ON JULY 22, 2011 AT SEQUENCE No. 20112030004.
27. 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 STATUTES, AS AMENDED) MAY BE CONSTRUCTED AS DESCRIBED ON THIS FINAL SUBDIVISION PLAT. PURSUANT TO THE "DISTRICT DEVELOPMENT, FINANCING, PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT)" DATED AS OF JUNE 5, 2013 (THE "SSCFD DA"), THE INTEREST AND THE PUBLIC INFRASTRUCTURE MAY BE ACQUIRED BY THE SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT PURSUANT TO THE SSCFD DA.

CERTIFICATIONS

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.

BY Benjamin E Zismann 04/04/2022
BENJAMIN E ZISMANN DATE
RLS 66889

FLOODPLAIN CERTIFICATION

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

BY_____ _____
CHRISTOPHER D LEON
PE 73340

TOWN OF MARANA APPROVALS

BY_____PE _____
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER DATE

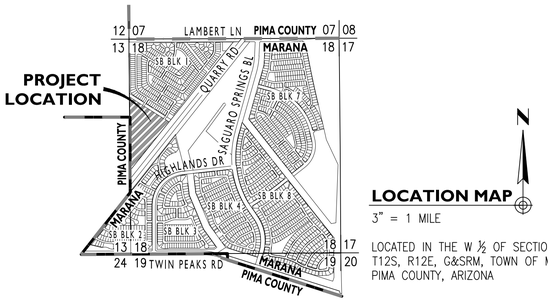
BY_____ _____
MARANA PLANNING MANAGER DATE

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

BY_____ _____
CLERK OF THE TOWN OF MARANA DATE

WASTEWATER

BY_____ _____
MARANA WATER DIRECTOR DATE



LOCATION MAP
3" = 1 MILE

LOCATED IN THE W ½ OF SECTION 18, T12S, R12E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

BENEFICIARY OF TRUST

D.R. HORTON, INC
3580 WEST INA ROAD, SUITE 100
TUCSON, AZ 85741

BASIS OF ELEVATION

THE BASIS OF ELEVATION FOR THIS PROJECT IS PIMA COUNTY/CITY OF TUCSON DOT GEODETIC CONTROL POINT "J03", A PK NAIL IN ASPHALT IN LAMBERT LANE, EAST OF PORTLAND AVENUE, SAID ELEVATION BEING 2084.52 (NAVD88).

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PROJECT IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, AS SHOWN ON THE FINAL PLAT OF SAGUARO SPRINGS, BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 AND A AND B, AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23, SAID BEARING BEING N89°47'51"E.

ABBREVIATIONS

CA	COMMON AREA	PG	PAGE
DKT	DOCKET	PUE	PUBLIC UTILITY EASEMENT
ESMT	EASEMENT	ROW	RIGHT-OF-WAY
LS/RLS	REGISTERED LAND SURVEYOR	SF	SQUARE FEET
M&P	MAPS AND PLATS	(R)	RADIAL

LEGEND

EXISTING		PROPOSED
	PROJECT BOUNDARY	
	RIGHT-OF-WAY CENTERLINE	
	RIGHT-OF-WAY	
	PROPERTY	
	EASEMENT	
	NO ACCESS ESMT	
⊙	FOUND SURVEY MONUMENT AS NOTED	
○	FOUND ½" REBAR TAGGED "RLS 42937"	
	SET BRASS CAP SURVEY MONUMENT	◉
	TO BE SET ½" REBAR	●
	ACCESS CONTROL POINT	★
	MATCHLINE	

SHEET INDEX

1	FP01	COVER & NOTES SHEET
2	FP02	BOUNDARY & INDEX SHEET
3-5	FP03-FP05	PLAN SHEET
6	FP06	SVT DETAIL

ADMINISTRATIVE ADDRESS:

9395 W Lambert Ln, Marana, AZ, 85653

Registered Land Surveyor CERTIFICATE NO. 66889 BENJAMIN E ZISMANN Date Signed 04/04/22 ARIZONA, U.S.A.

Registered Professional Engineer (Civil) CERTIFICATE NO. 73340 CHRISTOPHER D. LEON Date Signed 04/04/22 ARIZONA, U.S.A.

EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

REF: PRV-9955, PRV1608-003, PRV1710-001, LPR1704-001

PRV2111-001

Re-Plat for
Saguaro Bloom Block 1
Lots 297 - 387, Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)
Common Area "C" (Open Space & Recreation), & Block 1D (Well Site)
A Re-Plat of a Portion of Saguaro Bloom Block 1 Lots 1-389, Common Area "A" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance, & Signage), Common Area "B" (Open Space, Drainage, Recreation, Public Utilies, Road Maintenance & Signage) Common Area "C" (Open Space & Recreation), & Blocks 1A, 1B, 1C, as recorded in Sequence No. 20180540069, being a portion of the West½ of Section 18, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

EPS Project No. 16-042.1 Date: 04/04/22

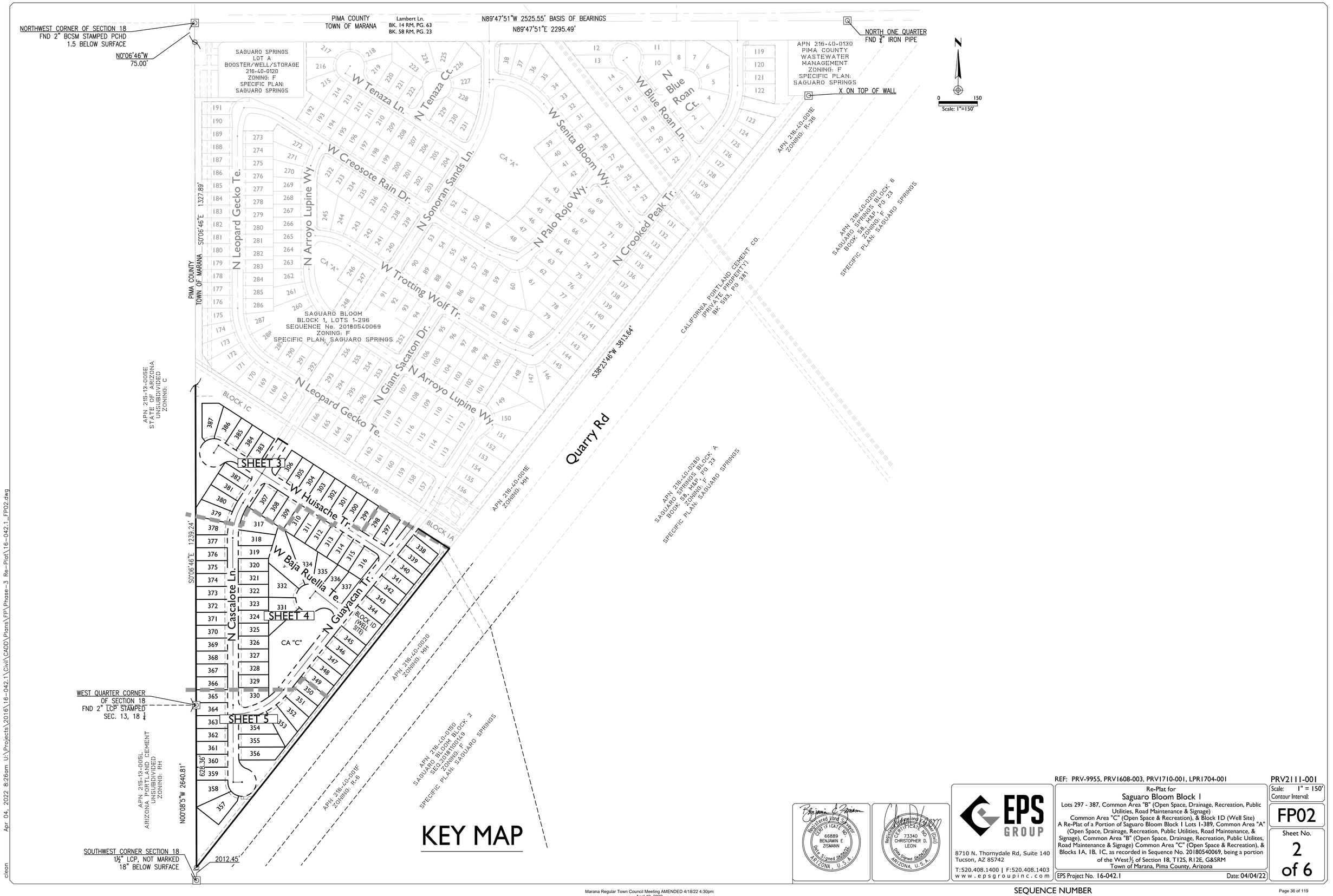
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Sheet No.
1
of 6

SEQUENCE NUMBER

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SEQUENCE NUMBER

REF: PRV-9955, PRV1608-003, PRV1710-001, LPR1704-001

PRV2111-001

Re-Plat for
Saguaro Bloom Block 1
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Town of Marana, Pima County, Arizona

Scale: 1" = 150'
Contour Interval:

FP02

Sheet No.
2
of 6

Registered Land Surveyor
CERTIFICATE NO.
66889
BENJAMIN E
ZISMANN
Date Signed 04/04/22
ARIZONA, U.S.A.

Registered Professional Engineer (Civil)
CERTIFICATE NO.
73340
CHRISTOPHER D.
LEON
Date Signed 04/04/22
ARIZONA, U.S.A.

EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

EPS Project No. 16-042.1 Date: 04/04/22

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Curve Table				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C5	143.61'	250.00'	32°54'46"	73.85'
C39	39.27'	25.00'	90°00'00"	25.00'
C40	241.27'	55.00'	251°20'13"	76.63'
C41	56.03'	45.00'	71°20'13"	32.30'
C42	39.27'	25.00'	90°00'00"	25.00'
C43	155.67'	271.00'	32°54'46"	80.05'
C123	39.27'	25.00'	90°00'00"	25.00'
C131	131.55'	229.00'	32°54'46"	67.64'
C132	97.50'	229.00'	24°23'43"	49.50'
C133	2.70'	229.00'	0°40'31"	1.35'
C182	23.18'	25.00'	53°07'48"	12.50'
C183	16.09'	25.00'	36°52'12"	8.33'
C184	29.28'	55.00'	30°30'16"	15.00'
C185	37.93'	55.00'	39°30'51"	19.75'
C186	174.05'	55.00'	181°19'07"	4779.83'
C187	11.31'	45.00'	14°23'44"	5.68'
C188	44.72'	45.00'	56°56'30"	24.40'
C189	34.70'	25.00'	79°31'12"	20.80'
C190	4.57'	25.00'	10°28'48"	2.29'
C191	5.69'	271.00'	1°12'10"	2.84'
C192	46.25'	271.00'	9°46'39"	23.18'
C193	46.25'	271.00'	9°46'39"	23.18'
C379	2.70'	219.00'	0°42'22"	1.35'
C381	39.27'	25.00'	90°00'00"	25.00'
C382	23.18'	25.00'	53°07'48"	12.50'
C383	16.09'	25.00'	36°52'12"	8.33'

Line Table		
LINE	BEARING	LENGTH
L5	N32°48'00"E	34.00'
L30	N2°17'44"E	8.84'
L32	S37°13'07"E	20.00'

N

40 0 40 80
SCALE FEET
HORIZONTAL: 1"=40'
CONTOUR INTERVAL: 1'

SEQUENCE NUMBER

KEYNOTES:

1	10' PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT
2	1' NO ACCESS EASEMENT DEDICATED BY THIS PLAT
3	12' BUFFER PER BK. 58 M&P, PG. 23
4	WATER EASEMENT DEDICATED BY THIS PLAT
5	UTILITY EASEMENT PER BK. 58 M&P, PG. 23
6	40' UTILITY EASEMENT PER SEQ. NO. 20193040875
7	10' ELECTRIC EASEMENT DEDICATED BY THIS PLAT
8	10' X 10' ELECTRIC EASEMENT DEDICATED BY THIS PLAT

cleon

Registered Land Surveyor
CERTIFICATE NO.
66889
BENJAMIN E
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REF: PRV-9955, PRV1608-003, PRV1710-001, LPR1704-001

PRV2111-001

Re-Plat for
Saguaro Bloom Block 1
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Town of Marana, Pima County, Arizona

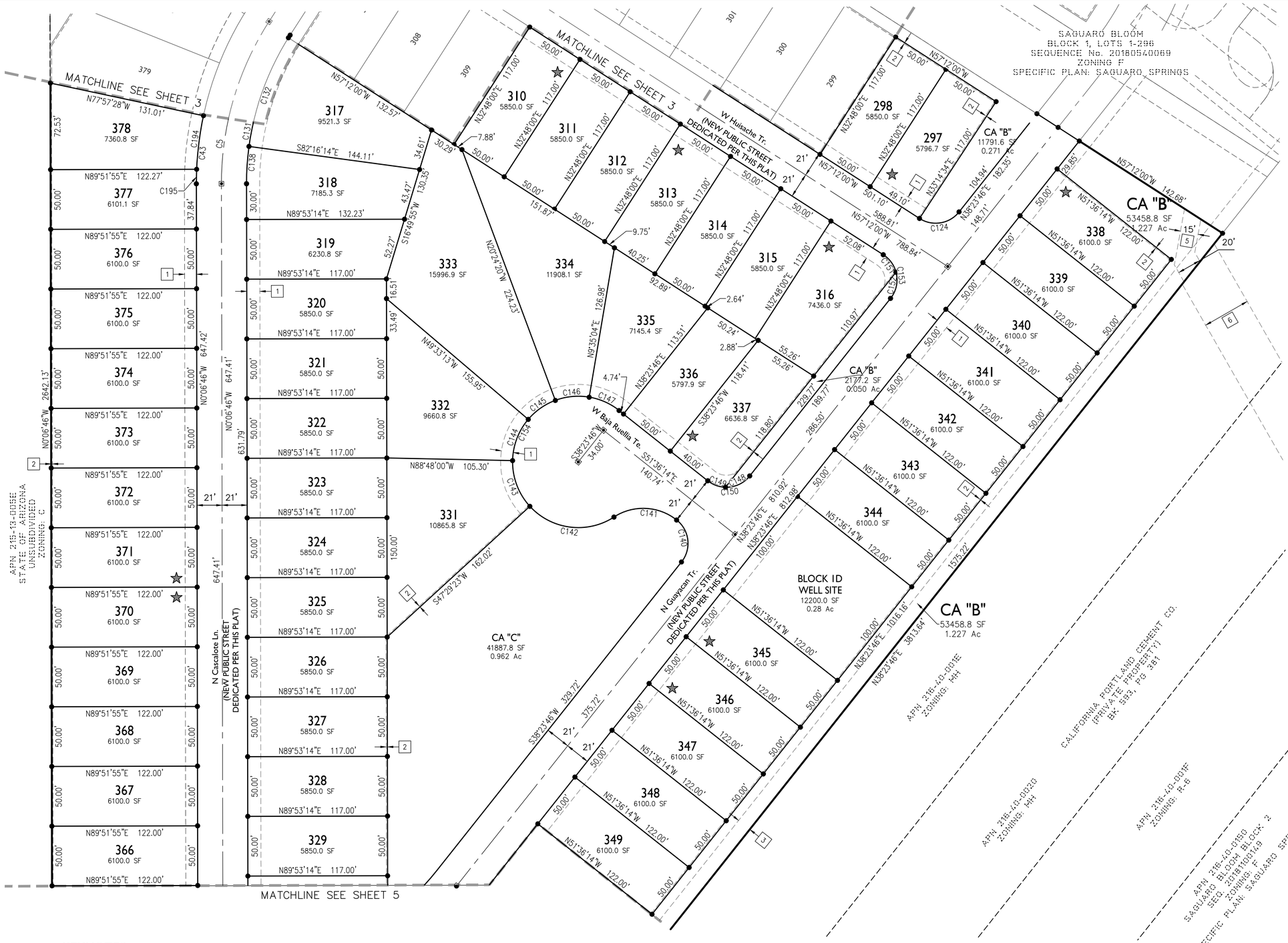
EPS Project No. 16-042.1 Date: 04/04/22

Scale: 1" = 40'
Contour Interval:

FP03

Sheet No.
3
of 6

SEQUENCE NUMBER



Curve Table				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C5	143.61'	250.00'	32°54'46"	73.85'
C43	155.67'	271.00'	32°54'46"	80.05'
C124	36.83'	25.00'	84°24'14"	22.67'
C131	131.55'	229.00'	32°54'46"	67.64'
C132	97.50'	229.00'	24°23'43"	49.50'
C138	31.34'	229.00'	7°50'32"	15.70'
C140	39.27'	25.00'	90°00'00"	25.00'
C141	56.03'	45.00'	71°20'13"	32.30'
C142	77.21'	55.00'	80°25'50"	46.50'
C143	41.96'	55.00'	43°42'37"	22.06'
C144	37.67'	55.00'	39°14'47"	19.61'
C145	27.98'	55.00'	29°08'53"	14.30'
C146	28.79'	55.00'	29°59'25"	14.73'
C147	27.66'	55.00'	28°48'42"	14.13'
C148	23.18'	25.00'	53°07'48"	12.50'
C149	16.09'	25.00'	36°52'12"	8.33'
C150	39.27'	25.00'	90°00'00"	25.00'
C151	18.53'	25.00'	42°27'58"	9.71'
C152	23.18'	25.00'	53°07'48"	12.50'
C153	41.71'	25.00'	95°35'46"	27.57'
C154	241.27'	55.00'	251°20'13"	76.63'
C194	45.32'	271.00'	9°34'57"	22.71'

KEYNOTES:

1. 10' PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT
2. 1' NO ACCESS EASEMENT DEDICATED BY THIS PLAT
3. 12' BUFFER PER BK. 58 M&P, PG. 23
4. WATER EASEMENT DEDICATED BY THIS PLAT
5. UTILITY EASEMENT PER BK. 58 M&P, PG. 23
6. 40' UTILITY EASEMENT PER SEQ. NO. 20193040875
7. 10' ELECTRIC EASEMENT DEDICATED BY THIS PLAT
8. 10' X 10' ELECTRIC EASEMENT DEDICATED BY THIS PLAT

Registered Land Surveyor
CERTIFICATE NO.
66889
BENJAMIN E ZISMANN
Date Signed 04/04/22
ARIZONA, U.S.A.

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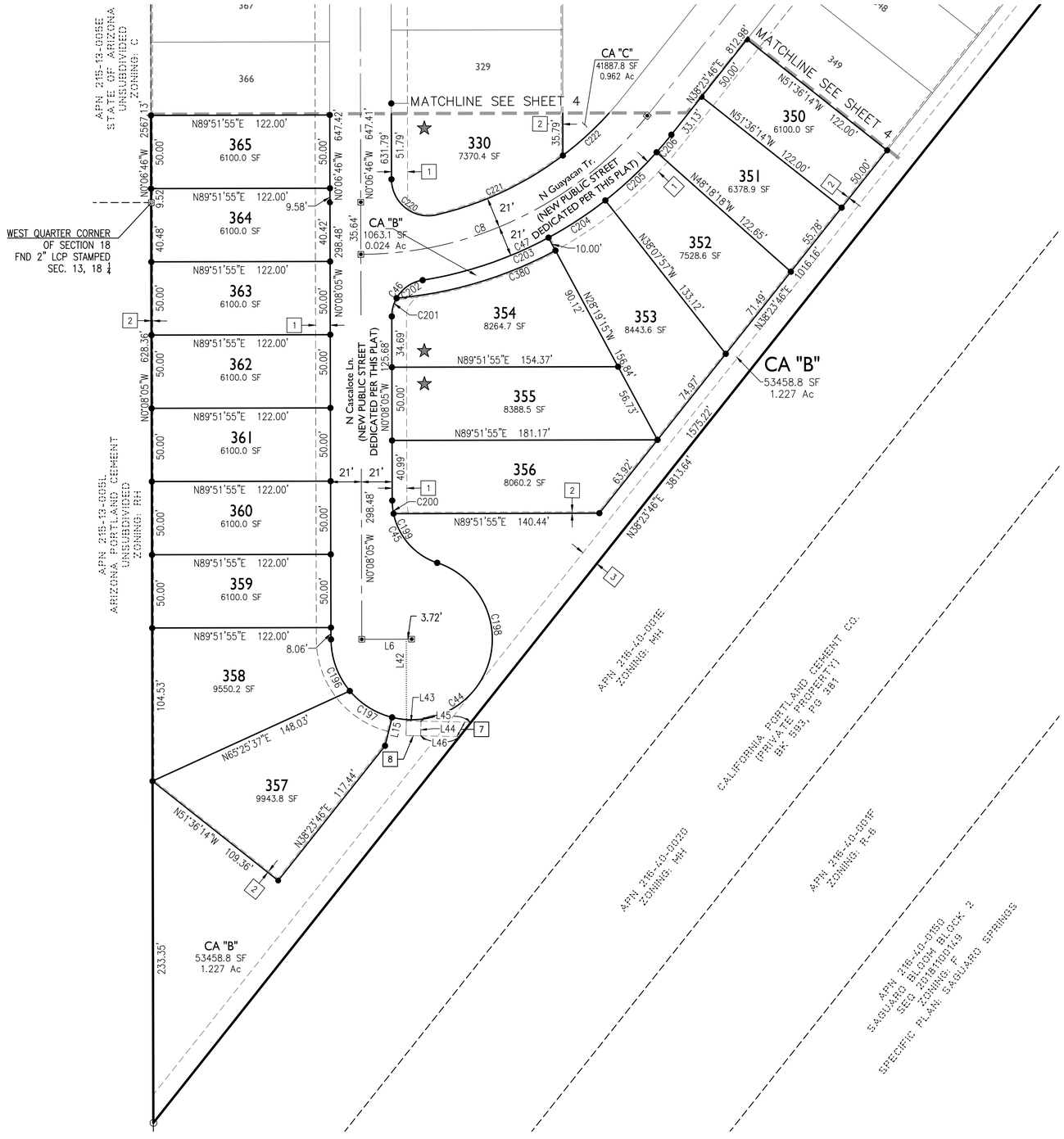
REF: PRV-9955, PRV1608-003, PRV1710-001, LPR1704-001

Re-Plat for
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Town of Marana, Pima County, Arizona

EPS Project No. 16-042.1 Date: 04/04/22

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Scale: 1" = 40'
Contour Interval:
FP04
Sheet No. 4 of 6

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cleon



Curve Table				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C8	224.66'	250.00'	51°29'17"	120.55'
C44	241.27'	55.00'	251°20'13"	76.63'
C45	56.03'	45.00'	71°20'13"	32.30'
C46	35.38'	25.00'	81°04'33"	21.38'
C47	201.23'	271.00'	42°32'42"	105.51'
C196	38.24'	55.00'	39°50'17"	19.93'
C197	34.60'	55.00'	36°02'44"	17.89'
C198	168.42'	55.00'	175°27'13"	1385.51'
C199	46.96'	45.00'	59°47'18"	25.87'
C200	9.07'	45.00'	11°32'56"	4.55'
C201	13.05'	25.00'	29°54'25"	6.68'
C202	22.33'	25.00'	51°10'08"	11.97'
C203	91.11'	271.00'	19°15'42"	45.99'
C204	46.41'	271.00'	9°48'42"	23.26'
C205	48.11'	271.00'	10°10'21"	24.12'
C206	15.60'	271.00'	3°17'56"	7.80'
C220	44.96'	25.00'	103°01'54"	31.45'
C221	96.03'	229.00'	24°01'34"	48.73'
C222	153.71'	229.00'	38°27'34"	79.88'
C380	113.96'	281.00'	23°14'09"	57.77'

Line Table		
LINE	BEARING	LENGTH
L6	N89°51'55"E	34.00'
L15	N13°58'54"E	20.00'
L42	N0°08'05"W	55.78'
L43	N88°51'23"W	10.00'
L44	N1°08'37"E	10.00'
L45	N88°51'23"W	33.63'
L46	N88°51'23"W	26.57'

N

40 0 40 80
SCALE FEET

HORIZONTAL: 1"=40'
CONTOUR INTERVAL: 1'

KEYNOTES:

1. 10' PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT
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6. 40' UTILITY EASEMENT PER SEQ. NO. 20193040875
7. 10' ELECTRIC EASEMENT DEDICATED BY THIS PLAT
8. 10' X 10' ELECTRIC EASEMENT DEDICATED BY THIS PLAT

REF: PRV-9955, PRV1608-003, PRV1710-001, LPR1704-001

PRV2111-001

Re-Plat for
Saguaro Bloom Block 1
Lots 297 - 387, Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)
Common Area "C" (Open Space & Recreation), & Block 1D (Well Site)
A Re-Plat of a Portion of Saguaro Bloom Block 1 Lots 1-389, Common Area "A" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance, & Signage), Common Area "B" (Open Space, Drainage, Recreation, Public Utilites, Road Maintenance & Signage) Common Area "C" (Open Space & Recreation), & Blocks 1A, 1B, 1C, as recorded in Sequence No. 20180540069, being a portion of the West½ of Section 18, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

Scale: 1" = 40'
Contour Interval:

FP05

Sheet No.
5
of 6

Registered Land Surveyor
CERTIFICATE NO.
66889
BENJAMIN E ZISMANN
Date Signed 04/04/22
ARIZONA, U.S.A.

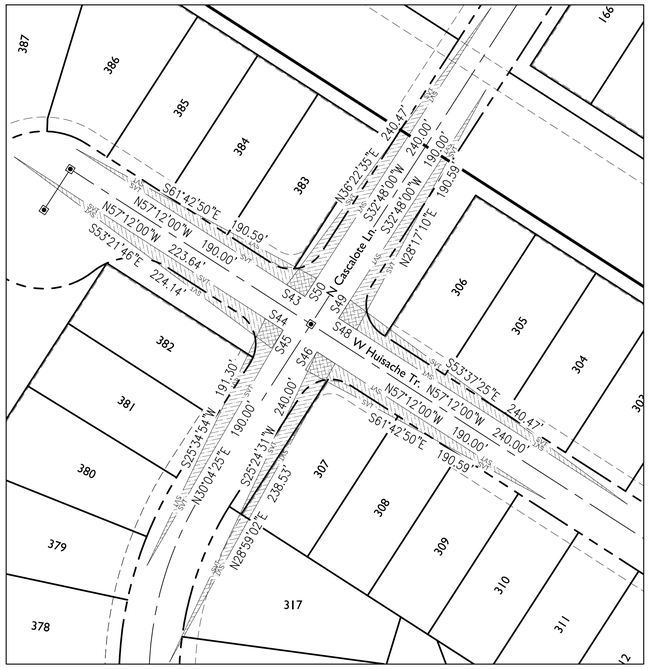
Registered Professional Engineer (Civil)
CERTIFICATE NO.
73340
CHRISTOPHER D. LEON
Date Signed 04/04/22
ARIZONA, U.S.A.

EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

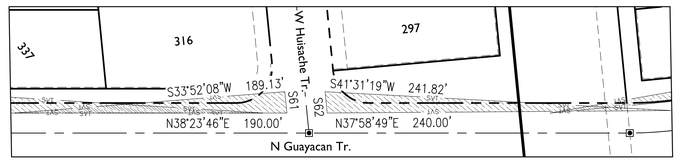
EPS Project No. 16-042.1 Date: 04/04/22

SEQUENCE NUMBER

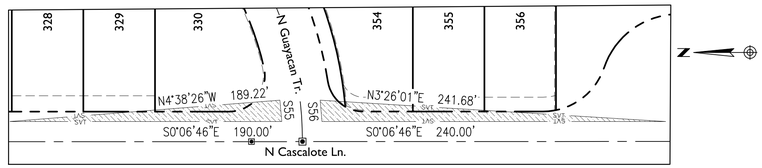
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cleon



SITE VISIBILITY EASEMENT DETAIL
1" = 50'



SITE VISIBILITY EASEMENT DETAIL
1" = 50'



SITE VISIBILITY EASEMENT DETAIL
1" = 50'

Parcel Line Table		
Line #	Length	Direction
S43	15.00	N57° 12' 00.00"W
S44	223.64	N57° 12' 00.00"W
S45	15.00	N32° 48' 00.00"E
S46	15.00	S32° 48' 00.00"W
S47	15.00	N57° 12' 00.00"W
S48	15.00	S57° 12' 00.00"E
S49	15.00	N32° 48' 00.00"E
S50	15.00	S32° 48' 00.00"W
S55	15.00	N84° 39' 47.52"E
S56	15.00	S85° 12' 55.23"W
S61	15.00	N57° 12' 00.00"W
S62	15.00	S57° 12' 00.00"E

SEQUENCE NUMBER

msafari Apr 04, 2022 8:45am U:\Projects\2016\16-042.1\Civil\CADD\Plans\FP\Phase-3 Re-Plat\16-042.1_FP06.dwg

Registered Land Surveyor
CERTIFICATE NO.
66889
BENJAMIN E ZISMANN
Date Signed 3/24/22
ARIZONA, U.S.A.

Registered Professional Engineer (Civil)
CERTIFICATE NO.
73340
CHRISTOPHER D. LEON
Date Signed 3/24/22
ARIZONA, U.S.A.

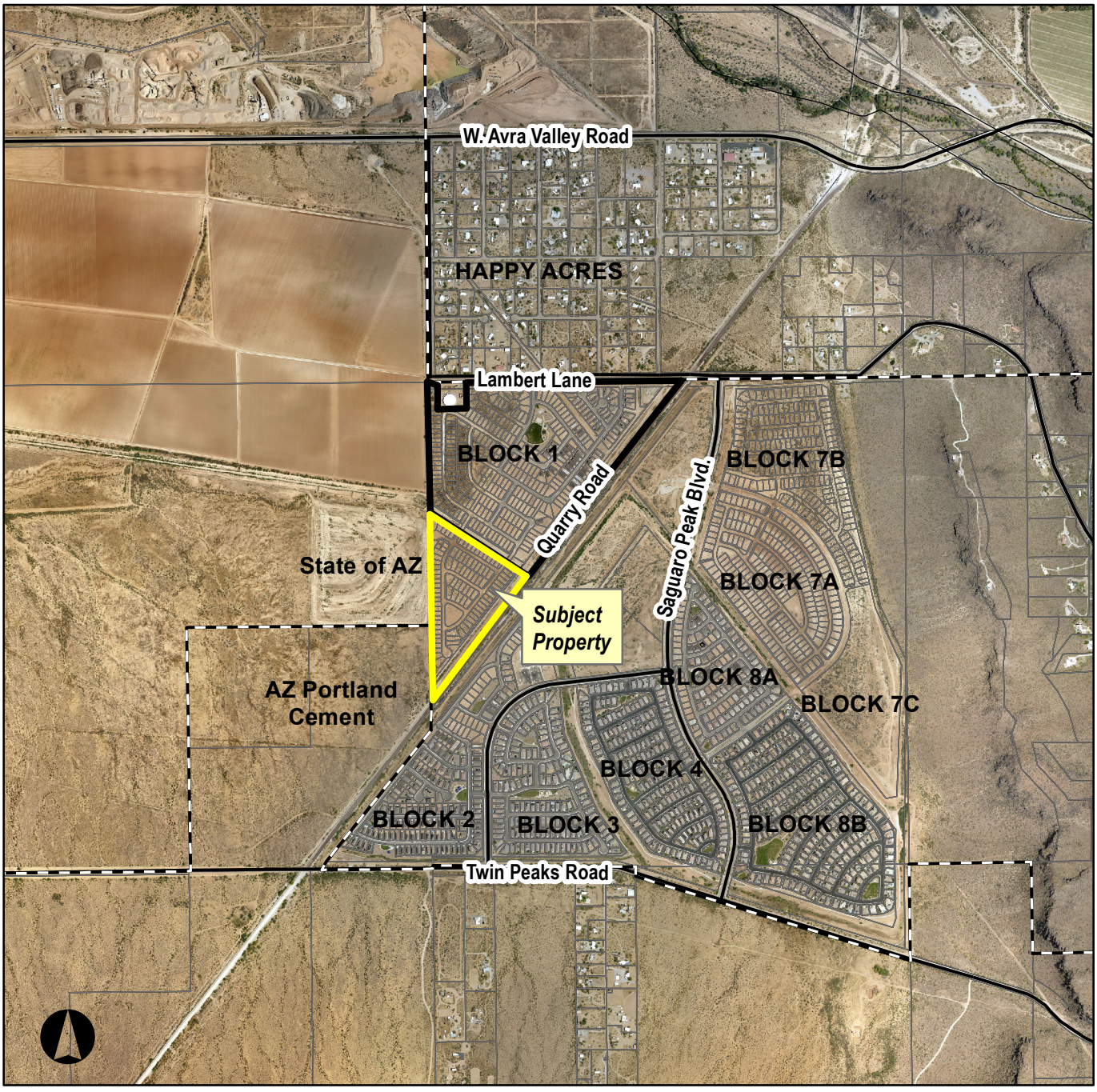
EPS GROUP
8710 N. Thornydale Rd, Suite 140
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www.epsgroupinc.com

REF: PRV-9955, PRV1608-003, PRV1710-001, LPR1704-001

Re-Plat for
Saguaro Bloom Block 1
Lots 297 - 387, Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)
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Town of Marana, Pima County, Arizona

EPS Project No. 16-042.1 Date: 04/04/22

PRV2111-001
Scale: 1" = 50'
Contour Interval:
FP06
Sheet No.
6
of 6



Data Disclaimer: The Town of Marana provides this map information
"As Is" at the request of the user with the understanding that it is not guaranteed to be accurate, correct or complete and conclusions drawn from such information are the responsibility of the user. In noevent shall The Town of Marana become liable to users of these data, or any other party, for any loss or direct, indirect, special, incidental, or consequential damages, including but not limited to time, money, or goodwill, arising from the use or modification of the data.

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 Bloom Block 1	
Description of Project: Replat of the subdivions lots 1-387	Number of Lots: 387
Parcel No.(s): 216-41-0010 through 216-41-3910	Gross Area (Acres): 90.95
Project Address: 9395 W. Lambert Ln	
Ref. Project No.: PRV1710-001	

CONTACT INFORMATION

Owner: D.R. Horton	Contact Name: Leslie Schaefer		
Address: 3580 W. Ina Rd Ste 100	City: Tucson	State: AZ	Zip: 85741
Email: LSSchaefer@drhorton.com	Phone No.: (520) 790-6005		
Applicant: D.R. Horton	Contact Name: Leslie Schaefer		
Address: 3580 W. Ina Rd Ste 100	City: Tucson	State: AZ	Zip: 85741
Email: LSSchaefer@drhorton.com	Phone No.: (520) 790-6005		
Consultant/Engineer: EPS Group	Contact Name: Chris Leon		
Address: 8710 N Thornydale Rd Ste 140	City: Tucson	State: AZ	Zip: 85742
Email: chris.leon@epsgroupinc.com	Phone No.: (520) 408-1400		

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.)

Leslie Schaefer		9/28/2021
Applicant Name (PRINT)	Signature	Date

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

Revision Date 03/29/2019

Council-Regular Meeting **C6**

Meeting Date: 04/19/2022

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Deputy Director

From: Jane Fairall, Town Attorney

Date: April 19, 2022

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
PRINCIPLE STATEMENT 1 - WE WILL MAINTAIN A SAFE AND WELL-MANAGED COMMUNITY.

Subject: Resolution No. 2022-038: Relating to Public Works; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the State of Arizona and the Town of Marana for design, construction, and installation of a traffic signal at the intersection of Dove Mountain Boulevard and Moore Road (Fausto Burruel)

Discussion:
In 2019, the Town of Marana submitted for and was successful in obtaining Highway Safety Improvement Program (HSIP) funds for the design and construction of a traffic signal at the intersection of Dove Mountain Blvd/Moore Road, an existing All-Way STOP controlled location. HSIP is a Federal Highway Administration federal-aid program with the goal of significantly reducing traffic fatalities and serious injuries on public roadways. The HSIP funds are currently programmed for FY23 and FY24 for design and construction, respectively, and will cover 100% of both design and construction costs.

HSIP funds are federal and require the Town of Marana to partner with a sponsor agency capable of administering federal funds on the Town's behalf. For this project, the Town will be sponsored by the Arizona Department of Transportation (ADOT) and

all facets of project management, design, and construction will be administered through ADOT. The Town's role will be that of a stakeholder and Marana staff will actively participate in the project.

The Dove Mountain Blvd/Moore Road Traffic Signal project has both a Federal ID Number: MRN-0(207)T and an ADOT Project Number: T0342 (sub-phases 01D/03D/01C) and has been assigned to an ADOT Project Manager. The Intergovernmental Agreement (IGA) has been initiated and reviewed with the next step being the execution of the IGA.

Financial Impact:

The Project cost, shown in Exhibit A to the IGA, is estimated at $740,250.00, which is eligible for 100% Highway Safety Improvement Program (HSIP) federal funding. If actual costs of design and construction exceed estimate costs, the Town will be responsible for the difference. Additionally, the Town will be responsible for costs, if any, that are not covered by federal funding. Budget appropriation for the project has been programmed in FY2022 and FY2023.

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2022-038, approving and authorizing the Mayor to execute an intergovernmental agreement between the State of Arizona and the Town of Marana for design, construction, and installation of a traffic signal at the intersection of Dove Mountain Boulevard and Moore Road.

Attachments

Resolution No. 2022-038
Exhibit A - ADOT IGA

MARANA RESOLUTION NO. 2022-038

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF MARANA FOR DESIGN, CONSTRUCTION, AND INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF DOVE MOUNTAIN BOULEVARD AND MOORE ROAD

WHEREAS in 2019, the Town of Marana submitted for and was successful in obtaining Highway Safety Improvement Program (HSIP) funds for the design and construction of a traffic signal at the intersection of Dove Mountain Blvd and Moore Road; and

WHEREAS HSIP is a Federal Highway Administration federal-aid program with the goal of significantly reducing traffic fatalities and serious injuries on public roadways; and

WHEREAS HSIP funds require the Town of Marana to partner with a sponsor agency capable of administering federal funds on the Town's behalf; and

WHEREAS for this project, the Town will be sponsored by the Arizona Department of Transportation (ADOT) and all facets of project management, design, and construction will be administered through ADOT pursuant to an interngovernmental agreement (IGA) between the Town and ADOT; and

WHEREAS the Town is empowered by A.R.S. §§ 9-240 and 11-952 to enter into this IGA; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the IGA addressed by this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the intergovernmental agreement between the State of Arizona by and through its Department of Transportation and the Town of Marana for design, construction, and installation of a traffic signal at the intersection of Dove Mountain Boulevard and Moore Road in substantially the form set forth on Exhibit A attached to and incorporated within this resolution by this reference is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of April 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

ADOT CAR No.: IGA 22-0008492-I
AG Contract No.: P001 2022 000524
Project Location/Name: Dove Mountain Blvd & Moore Road
Type of Work: Install Traffic Signal
Federal-aid No.: HSIP-MRN-0(207)T
ADOT Project No.: T0342 01D 03D 01C
TIP/STIP No.: 32.21
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: HSIP

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF MARANA

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

I. RECITALS

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

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

3. The work proposed under this Agreement consists of the design construction, and installation of a traffic signal at the intersection of Dove Mountain Boulevard and Moore Road/N. Heritage Gateway Avenue (the "Project"). The Project cost, shown in Exhibit A, is estimated at $740,250.00, which is eligible for 100% Highway Safety Improvement Program (HSIP) federal funding. The State will administer the design and advertise, bid and award, and administer the construction phase of the Project.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Town and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Town for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

THEREFORE, the Recitals set forth above and Exhibit A, attached hereto and made part hereof, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:

    a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.

    b. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Town is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the Pima Association of Governments. The Town acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

    c. The Town and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.

2. The State will:

    a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Town's designated agent for the Project.

    b. If Project Development Administration (PDA) costs exceed the estimate during the development of design, notify the Town, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Town for additional costs to complete PDA for the Project. After the Project costs are finalized, invoice or reimburse the Town for the difference between actual costs and the amount the Town has already paid for PDA.

    c. Prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Town, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.

    d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of

the Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the Town will be responsible for any overage.

e. After completion of design, and receipt of actual PDA costs, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Town will be responsible for any overage.

f. After receipt of FHWA authorization, proceed to advertise for, receive and open bids award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain Town concurrence prior to awarding the contract. After the Project is awarded, invoice the Town for the difference between estimated and actual costs, if applicable.

g. Notify the Town of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Town, and provide a copy to the Town indicating that the State's maintenance responsibility of the Project is terminated, as applicable.

h. Notify the Town of completion and final acceptance of the Project; coordinate with the Town and turn over full responsibility of the Project improvements.

i. Not be obligated to maintain the Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Town will:

a. Designate the State as the Town's authorized agent for the Project.

b. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible for the difference between the estimated and actual PDA and design costs of the Project.

c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

d. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.

e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Town is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Town, if applicable.

g. Certify that the Town has adequate resources to discharge the Town's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)

h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.

i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter Town rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Town rights of way. This temporary right will expire with completion of the Project.

j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right of way to re-establish the prior right location for those utilities with prior rights.

k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Town requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Town. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

l. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file an NOT with ADEQ when final stabilization is reached, as applicable.

m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Town terminates this Agreement, the Town shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Town terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

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

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Town shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Town.

7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Town acknowledges that actual Project

costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Town agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Town will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

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

12. Single Audit. The Town acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend $750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

    ADOT – FMS
    Attn: Cost Accounting Administrator
    206 S 17th Ave. Mail Drop 204B
    Phoenix, AZ 85007
    SingleAudit@azdot.gov

13. Federal Funds Repayment. Pursuant to 23 USC 102(b), the Town will repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within 10 years after federal funds were first made available.

14. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

15. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

16. Inspection and Audit. The Town shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Town, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

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

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

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

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

21. Anti-Israel Boycott Act. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

22. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

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

For Agreement Administration:

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

Town of Marana
Attn: Jane Fairall
11555 W Civic Center Dr
Marana, AZ 85653
520.382.1941
jfairall@maranaaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

Town of Marana
Attn: Fausto Burruel
11555 W Civic Center Dr
Marana, AZ 85653
520.382.1960
fburruel@maranaaz.gov

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

25. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

TOWN OF MARANA

By _____Date_____
ED HONEA
Mayor

ATTEST:

By _____ Date_____
CHERRY L. LAWSON
Town Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF MARANA, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

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

By _____ Date_____
Town Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
STEVE BOSCHEN, PE
Division Director

By _____ Date_____
BRENT A. CAIN, PE
Division Director

A.G. Contract No. P001 2022 000524 (ADOT IGA 22-0008492-I), an Agreement between public agencies, the State of Arizona and the Town of Marana, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

EXHIBIT A

Cost Estimate

T0342 01D/03D/01C

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost	
Federal-aid funds @ 100%	$ 30,000.00
Scoping/Design:	
Federal-aid funds @ 100%	$ 159,000.00
Construction:*	
Federal-aid funds @ 100%	$ 551,250.00
Estimated TOTAL Project Cost	**$ 740,250.00**

* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Town) and 5% Project contingencies)

Council-Regular Meeting **C7**

Meeting Date: 04/19/2022

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: April 19, 2022

Subject: Approval of the Council Regular Meeting Summary Minutes of April 5, 2022 and the Council Study Session Meeting Summary Minutes of March 22, 2022 (Cherry L. Lawson)

Attachments

Regular Council Meeting Summary Minutes, 04/05/2022

Council Study Session Meeting Summary Minutes, 03/22/2022

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 5, 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 (Excused), and Herb Kai.

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

APPROVAL OF AGENDA

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

CALL TO THE PUBLIC

PROCLAMATIONS

PR1 Proclamation recognizing April 12, 2022 as, "Education and Sharing Day, Marana" (Cherry L. Lawson)

PR2 Proclamation honoring and recognizing Town Engineer Keith Brann (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema reported on the following:

- Single-family residential permits issued for March, 142;
  - To date, Development Services has issued 1,096 SFR permits.
- Splash Pads are open at the Crossroad and Heritage Parks, and are opened from 8 a.m. to 7 p.m. daily.
- Update on the Community Center
  - Location selected
  - Funding secured
  - Project Manager on board
  - Architect pre-bid meeting was held 29 interested individuals attended. Bid closed on April 5, and interviews will occur in mid-May.
- He attended the Little League Opening Ceremonies and threw out the first pitch.
- Gladden Farms Community Park Soccer Fields are nearly completed, with a planned grand opening of June 10 scheduled.
- The State of the Town Address is scheduled for April 14, 2022 at the Ritz Carlton Dove Mountain and is sold out.

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2022-028: Relating to Development; approving a release of assurances for Gladden Farms Block 27 Phase 2 Lots 82 through 173 and accepting public improvements for maintenance (Jason Angell)

C2 Resolution No. 2022-029: Relating to Development; approving the final plat for Scenic Estates, Lots 1-4 and Common Area "A" (Open Space) located west of Scenic Drive and south of Pima Farms Road within Section 29, Township 12 South and Range 12 East (Brian D. Varney)

C3 Resolution No. 2022-030: Relating to Administration; rescinding Marana Resolution No. 2011-36 which approved a revised social media use administrative directive for Town of Marana employees and elected and appointed officials (Jane Fairall)

C4 Resolution No. 2022-031: Relating to Utilities; approving and authorizing the Mayor to sign an Agreement for Construction of Water Facilities Under Private Contract for Silverbell Gateway Distribution Center (David L. Udall)

C5 Approval of the Regular Council Meeting Summary Minutes of March 15, 2022 (Cherry L Lawson)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2022-032: Relating to Public Works; authorizing Town staff and representatives to acquire, by negotiations or condemnation, lands and property rights needed for the following Town of Marana projects: Twin Peaks Rattlesnake Pass Improvements (ST073), North Marana Sewer Interceptor Project (WR021), and East Tangerine Segment 1 Pipeline Upsizing Project (WT053) (George Cardieri)

Real Property Manager George Cardieri provided an overview of this item explaining to Mayor and Council the history and purpose of eminent domain as it relates to the government sector as well as the property owner, as well as the steps to be taken in acquiring the properties presented in order to move forward with the intended CIP projects.

Council Member Ziegler thanked Mr. Cardieri for presenting the item as well as the history and purpose of eminent domain. She inquired as to the timeline for the Tangerine Pipeline projects. Deputy Town Manager Erik Montague replied stating it is the waterline on the eastern portion of Tangerine from the interchange. That project is anticipated at 30% design currently and is anticipated to lead the actual road construction. That project will likely go before the road construction is done. Council Member Ziegler asked when the acquisition would occur with the properties listed. Mr. Montague stated that he does not have the specific information on the acquisition process.

Council Member Kai moved and Vice Mayor Post second the motion to adopt Resolution No. 2022-032, authorizing Town staff to acquire property rights needed for the three public works projects. Motion passes, 6-0.

A2 Resolution No. 2022-033: Relating to Real Estate; approving and authorizing the Town Engineer to execute a Temporary Construction Easement granting the Arizona Department of Transportation a temporary construction easement in the Town's public right-of-way on Orange Grove Road, both east and west of Interstate 10 (George Cardieri)

Mr. Cardieri provided an overview of the Temporary Construction Easement stating Arizona Department of Transportation will be improving Interstate 10 from Ina Road to Ruthrauff Road. The project is mainly installing an additional travel lane in each direction. The project will increase roadway capacity, improve operational efficiency, implement components of the regional transportation plan and address existing roadway deficiencies to enhance safety for the traveling public. As part of this project. ADOT will be reconfiguring the underpass at Orange Grove.

Additionally, ADOT will lower it actually to accommodate larger vehicles, and they need to enter into the Town's right-of-way, as they have requested a Temporary Construction Easement from the town. Most of the construction will occur in ADOT's right-of-way. However, on Orange Grove both east and west of the Interstate, they need to enter into Marana's right-of-way temporarily on the west side of I-10. In addition, ADOT will do some reconfiguration of the tie in improvements from the on and off ramp. The Town will end up with some new curb, new asphalt, and some new improvements there.

Council Member Ziegler moved and Vice Mayor Post second the motion to adopt Resolution No. 2022-033, authorizing the Town Engineer to execute the Temporary Construction Easement as requested by ADOT for the Interstate 10 Reconstruction between Ruthrauff and Ina Roads. Motion passes, 6-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1. 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)

No updates provided.

D2. Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Jason Angell)

Development Services Director Jason Angell provided an overview of the development activities in the Marana community.

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 on the following legislative actions:

- HB 2688, which allows appropriation of $20M from the General Fund, the State General Fund to State Aviation Fund for the Department of Transportation. The Town is supporting this bill.
- HB 2701 TPT Prime Contracting; Tax Base. This bill would reduce the contracting portion of construction sales tax from 65% of gross costs to 60% in FY23 and then 55% in FY24. The Town currently opposes this bill as written.
- HB 2749, TPT Prim Contracting; Exemption; Alterations. The bill would modify the definitions of "modifications" and "alteration" for computing the tax base for the prime contracting classification of transaction privilege taxes. The Town currently opposes this bill a written.
- SB 1581 S/E, Housing Grants; Homelessness; Camping; Appropriation. This bill-awaiting house rules at this time. The Housing Department is authorized to disperse grants to a county or municipality or a consortium of counties and municipalities to establish sanctions of a camping sites for homeless individuals. It establishes requirements for grant eligibility including the camping site must provide sanitary facilities and potable water and must set low barriers to entry. The Town has not weighed in on this bill.
- The committee hearings for the sessions are over except for budget bills and any measures that may be introduced in special session.

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).

[6:54 PM Minutes:] Mayor Honea asked for a motion to go into an Executive Session Meeting for the purpose stated in Item E2.

Vice Mayor Post, moved and Council Member Ziegler second the motion to enter into an Executive Session for the purpose stated in Item E2. Motion passes, 6-0.

E2. Executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion and consultation with and instructions to the Town's attorneys regarding the pending litigation entitled Town of Marana v. Pulte Home Company, LLC, Pima County Superior Court Case No. C20205095.

[7:17 PM Minutes:] Mayor Honea resumed the meeting.

Mayor Honea asked for a motion to from the executive session meeting. Town Attorney Jane Fairall asked if Council could direct Town staff to proceed with the directions as discussed during the Executive Session.

Council Member Comerford moved and Vice Mayor Post second the motion to direct Town staff as discussed during the Executive Session Meeting. Motion passes, 6-0.

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 7:19 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on April 5, 2022. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

MARANA TOWN COUNCIL
STUDY SESSION

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 22, 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 (Excused), Council Members: Jackie Craig, Patti Comerford, Roxanne Ziegler, John Officer, and Herb Kai (Excused).**

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

APPROVAL OF AGENDA

Council Member Ziegler moved and Council Member Officer second the motion approving the agenda as presented. Motion passes, 5-0.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Public Works; presentation, discussion, and possible direction regarding the draft Town of Marana Five-Year Capital Improvement Program for Fiscal Years 2023 through 2027 (Mo El-Ali, Jim Conroy, and Jing Luo)

(A copy of the full presentation is on file in the Town Clerk's Office for review upon request.)

Public Works Director Mo El-Ali reviewed each of the projects within the proposed Capital Improvement Plan and addressed questions posed by the Mayor and Council Members. Projects that would be covered out of the General Fund.

Parks & Recreation Director Jim Conroy provided an overview of the projects proposed within the Capital Improvement Program and addressed questions and concerns presented by the Mayor and Council.

Water Director Jing Luo reviewed projects proposed of the Water Department some of which are more urgent than other projects. **Ms. Luo** answered questions and concerns expressed by the Mayor and Council related to the proposed projects discussed.

No motion was provided by the Council, as Council provided direction to Town staff.

D2 Relating to Boards, Commissions and Committees; selecting three potential topics for the Marana Citizens' Forum Spring 2022 session (Andrea Caicedo)

Assistant to the Town Manager Andrea Caicedo provided a brief background of the five topics for Council consideration for selection of a potential topic for the Marana Citizens' Forum to review. She provided a handout to Mayor and Council to select from the matrix its' top three of the five proposed topics for the Forum Members to provide feedback to the Town Council at the conclusion of the Spring 2022 Forum.

No motion was provided for this item.

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, 5-0. Meeting adjourned at 8:24 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on March 22, 2022. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 04/19/2022

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: April 19, 2022

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:

1. Leverage the Town's coordinating capability to facilitate enhanced customer interaction with multiple governmental and external agencies.

a. Ensure Marana residents and business owners experience excellent customer service interactions.

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #010 Beer and Wine Store Liquor License submitted by Perry Charles Huellmantel on behalf of QuikTrip #1474, located at 6555 West Twin Peaks Road, Tucson, AZ 85742 (Cherry L. Lawson)

Discussion:

This application is for a new series #010 Beer and Wine Store liquor license at QuikTrip #1474, located at 6555 West Twin Peaks Road Tucson, AZ 85742.

Pursuant to state law, the application was posted at the premises where the business is to be conducted. The posted notice provided that residents within a one-mile radius from the premises may file written arguments in favor of or opposed to the issuance of the license with the Town Clerk's Office within 20 days of the posting. Any written arguments received by the Clerk's Office for or against the proposed liquor license are attached to this item and will be submitted to the Department of Liquor Licenses and

Control (DLLC).

Town staff has reviewed this application to determine whether the applicant is in compliance with zoning, building and other legal requirements for the business. Additionally, the Marana Police Department has conducted a local background check.

The Town Council must enter an order recommending approval or disapproval of the application within 60 days after filing of the application. Pursuant to state statute, a license will only be issued after a satisfactory showing of the capability, qualifications and reliability of the applicant and "in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license."

If the Council's recommendation is for disapproval, the order must include an attachment stating the specific reasons for the recommendation of disapproval and include a summary of the testimony or other evidence supporting the recommendation.

If the Council enters an order recommending approval of the application, or makes no recommendation, then no hearing before the Arizona state liquor board will take place, unless the director of the DLLC, the Liquor Board or a resident within a one-mile radius from the premises requests a hearing. If the Council enters an order recommending disapproval of the application, or if the director, board or a resident within a one-mile radius from the premises requests a hearing, then the state board will hold a hearing regarding the application.

At the hearing, the state board will consider all evidence and testimony in favor of or opposed to the granting of the license. The decision of the board to either grant or deny an application will normally take place within 105 days after the application has been filed, unless the director of the DLLC deems it necessary to extend the time period.

Staff Recommendation:

Town staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for a new series #010 Beer and Wine Store liquor license submitted by Perry Charles Huellmantel on behalf of QuikTrip #1474, located at 6555 West Twin Peaks Road, Tucson, AZ 85742.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #010 Beer and Wine Store liquor license application submitted by Perry Charles Huellmantel on behalf of QuikTrip #1474, located at 6555 West Twin Peaks Road, Tucson, AZ 85742.

Attachments

Redacted Application
Affidavit of Posting
Local Governing Body Recommendation
Descriptions of Common Liquor Licenses

received
02/23/2022
3:56 pm

State of Arizona
Department of Liquor Licenses and Control

Created 02/22/2022 @ 03:42:19 PM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	QUIK TRIP #1474		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	6555 W TWIN PEAKS ROAD TUCSON , AZ 85742 USA		
Mailing Address:	PO BOX 1833 TEMPE, AZ 85280-1833 USA		
Phone:	(000)000-0000		
Alt. Phone:			
Email:	[redacted]		

AGENT

Name:	PERRY CHARLES HUELLMANTEL
Gender:	Male
Correspondence Address:	PO BOX 1833 TEMPE, AZ 85280-1833 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	QUIKTRIP CORPORATION		
Contact Name:	PERRY CHARLES HUELLMANTEL		
Type:	CORPORATION		
AZ CC File Number:	F08755030	State of Incorporation:	OK
Incorporation Date:	05/14/1999		
Correspondence Address:	PO BOX 1833 TEMPE, AZ 85280 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

Officers / Stockholders

Name:	Title:	% Interest:
CADIEUX FAMILY HOLDINGS LLC	Stockholder	45.00
CHESTER EDOUARD CADIEUX III	CEO,Pres,Stockholder	10.00

QUIKTRIP CORPORATION - Stockholder

Name: CADIEUX FAMILY HOLDINGS LLC
Contact Name: PERRY CHARLES HUELLMANTEL
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: [redacted]
Alt. Phone:
Email:

QUIKTRIP CORPORATION - CEO,Pres,Stockholder

Name: CHESTER EDOUARD CADIEUX III
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: [redacted]
Alt. Phone:
Email:

CADIEUX FAMILY HOLDINGS LLC - Managing Member

Name: CHESTER EDOUARD CADIEUX II
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280
USA
Phone: [redacted]
Alt. Phone:
Email:

MANAGERS

Name: JAMES CHRISTOPHER ROBINSON
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name:	CHRISTOPHER MICHAEL CARLSON
Gender:	Male
Correspondence Address:	PO BOX 1833 TEMPE, AZ 85280-1833 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

APPLICATION INFORMATION

Application Number:	181374
Application Type:	New Application
Created Date:	01/26/2022

QUESTIONS & ANSWERS

010 Beer and Wine Store

1) Are you applying for an Interim Permit (INP)?
   No
2) Provide name, address, and distance of nearest school and church.
   (If less than one (1) mile note footage)
   The Springs Church
   7555 W. Twin Peaks Rd., #125
   Tucson, AZ 85743
   +/- 1.3 miles

   DeGrazia Elementary School
   5051 W. Overton Rd.
   Tucson, AZ 85742
   +/- 1.5 miles
3) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property Owner
4) Is there a penalty if lease is not fulfilled?
   No
5) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
6) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   $0
7) Is there a drive through window on the premises?
   No
8) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
   N/A

9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

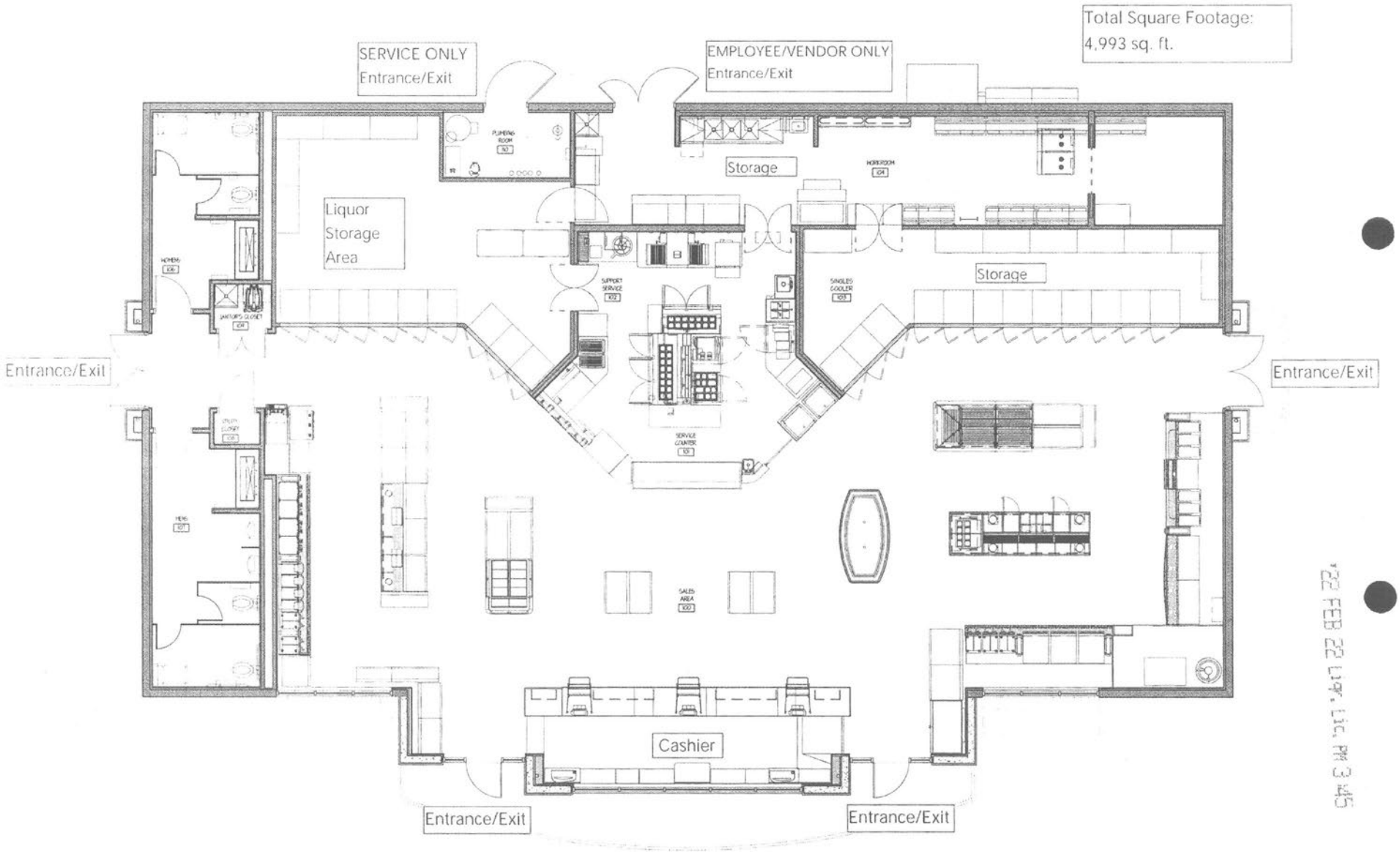
Yes

If yes, what is your estimated completion date?

October 1, 2022

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	4,993 Floor Plan copy.pdf	01/26/2022
ORGANIZATIONAL DOCUMENTS	QT - Liquor - Ownership Breakdown for Liquor Applications.pdf	01/26/2022
ALIEN STATUS	PCH - Alien Status Form 10-1-18 Updated.pdf	01/26/2022
QUESTIONNAIRE	QT - 1474 - CEC Questionnaire -.pdf	01/26/2022
QUESTIONNAIRE	QT - 1474 - CMC Questionnaire .pdf	01/26/2022
QUESTIONNAIRE	QT - 1474 - PCH Questionnaire .pdf	01/26/2022



22 FEB 22 Liq. Lic. PM 3:45

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL
Application for Liquor License

Section 6, Question #2

QUIKTRIP OWNERSHIP BREAKDOWN

QuikTrip Corporation (Licensee)

Chester E. Cadieux III
President & CEO

↓

Cadieux Family Holdings LLC
(45% owner of QuikTrip Corporation)

Chester E. Cadieux III
Managing Member

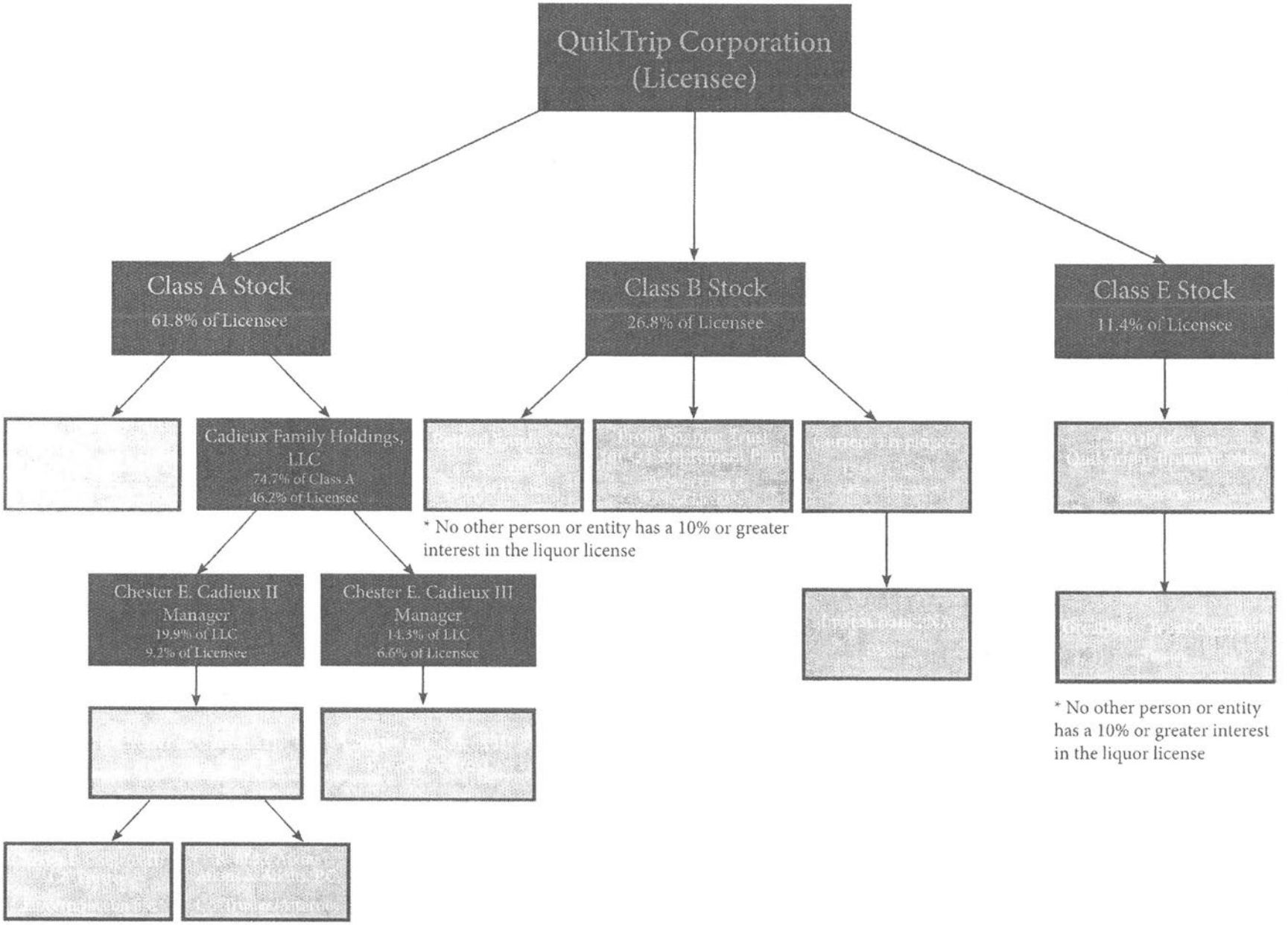
↓

Chester E. Cadieux III
Managing Member of Cadieux Family Holdings LLC

10% of QuikTrip Corporation
22% of CFH LLC
* Fingerprints on file *

* No other person or entity has a 10% or greater interest in the liquor license

'22 FEB 22 AM 11:15 PM 3:45



'22 FEB 22 LIC, LIC RM 3:45

'22 FEB 22 Liqr. Lic. PM 3:45

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. $05.138

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 181374

1. **Check the Appropriate Box** →

☐ Controlling Person ☑ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: Huellmantel (Last) Perry (First) Charles (Middle) Birth Date [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: Arizona

4. Place of birth: Detroit (City) Michigan (State) USA (COUNTRY (not county)) Height: 6'-0" Weight: 215 Eyes: Blue Hair: Brown

5. Name of current/most recent spouse: _____ (Last) _____ (First) _____ (Middle) Birth Date: ____/____/____ (NOT a public record)

6. Are you a bona fide resident of Arizona? ☑ Yes ☐ No If yes, what is your date of residency: 1988

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: QuikTrip #1474 Business Phone: PE / ND / ING

9. Business Location Address: 6555 W. Twin Peaks Road (Street (do not use PO Box)) Tucson (City) AZ (State) Pima (County) 85742 (Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
04/2006	CURRENT	Attorney	Huellmantel & Affiliates P.O. Box 1833, Tempe, AZ 85280

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
03/1995	CURRENT	[redacted]

22 FEB 22 Liq. Lic. PM 3:45

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐ Yes ☑ No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☑ Yes ☐ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☑ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S. §4-202,4-210* ☐ Yes ☐ No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☑ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S. §4-202(D)* ☐ Yes ☑ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S. §4-202(D)* ☐ Yes ☑ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Perry Charles Huellmantel hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: May 19, 2023

ALEXIS PROPER
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 563548
Expires May 19, 2023

Date: 24 Day of January, 2022
Day Month Year

Alexis Proper
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

'22 FEB 22 Liqr. Lic. PM 3:45

ARIZONA STATEMENT OF CITIZENSHIP OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Perry Charles Huellmantel

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☑ Yes ☐ No

If **Yes**, indicate place of birth:

City Detroit State (or equivalent) Michigan Country or Territory USA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: AZ Driver License
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

'22 FEB 22 L19. Lic. AM 3:46

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

'22 FEB 22 Liqr. Lic. PM 3:46

SECTION IV - DECLARATION

All applicants must complete this section.
I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Perry Charles Huellmantel
Individual Owner/Agent Printed Name

Individual Owner/Agent Signature

10/1/18
Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

'22 FEB 22 Liqr. Lic. PM 3:46



'22 FEB 22 Liqr. Lic. PM 3:46

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

Fp Current

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 181374

1. Check the Appropriate Box → ☑ Controlling Person ☐ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: Cadieux III (Last) Chester (First) Edouard (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License #: [redacted] State: Oklahoma

4. Place of birth: Tulsa (City) Oklahoma (State) USA (COUNTRY (not county)) Height: 5'-7" Weight: 165 Eyes: Brown Hair: Brown

5. Name of current/most recent spouse: Cadieux (Last) Cassie (First) Lee (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: Choose not to disclose

8. Business Name: QuikTrip #1474 Business Phone: PE / ND / ING

9. Business Location Address: 6555 W. Twin Peaks Road (Street (do not use PO Box)) Tucson (City) AZ (State) Pima (County) 85742 (Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2002	CURRENT	President/CEO	QuikTrip Corporation 4705 S. 129th E. Ave., Tulsa, OK 74134

(ATTACH ADDITIONAL SHEET IF NECESSARY)

'22 FEB 22 Liqr. Lic. PM 3:46

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
06/2009	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Chester Edouard Cadieux III hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [signature] State of Oklahoma County of Tulsa

The foregoing instrument was acknowledged before me this

My Commission Expires on: 9/24/2024 (Date) 29th (Day) Day of November (Month), 2021 (Year)

CRISTEN GASSETT
Notary Public, State of Oklahoma
Commission # 20011797
My Commission Expires 09-24-2024

[signature]
Signature of Notary

The licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

1/11/2018

Individuals requiring ADA accommodations please call (602)542-2999

'22 FEB 22 Liqr. Lic. PM 3:46

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

Fp Current

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 18! 374

1. Check the Appropriate Box →

☐ Controlling Person ☐ Agent ☑ Premises Manager (complete all questions except #12)

2. Name: Carlson (Last) Christopher (First) Michael (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: Arizona

4. Place of birth: Shreveport (City) LA (State) U.S.A (COUNTRY (not county)) Height: 5'11" Weight: 230 Eyes: GR Hair: BR

5. Name of current/most recent spouse: Carlson (Last) Dayna (First) Michelle (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☑ Yes ☐ No If yes, what is your date of residency: 1997

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: QuikTrip #1474 Business Phone: PE / ND / ING

9. Business Location Address: 6555 W. Twin Peaks Road (Street (do not use PO Box)) Tucson (City) AZ (State) Pima (County) 85742 (Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2007	CURRENT	Personnel Coordinator	1116 E. Broadway Road, Tempe, AZ 85281
11/2019	Current	Training Manager	1116 E. Broadway Road, Tempe, AZ 85281

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)* 22 FEB 22 Liqr. Lic. PM 3:46

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
11/2009	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☐No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☑Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Christopher Carlson hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [signature] State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: February 11, 2025 (Date) 7th (Day) Day of September (Month), 2021 (Year)

MARY STEWART TESTA
Notary Public - Arizona
Maricopa County
Commission # 599331
My Comm. Expires Feb 11, 2025

Mary Stewart Testa
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Perry Charles Huellmantel SIGNATURE: [signature]

1/11/2018

Individuals requiring ADA accommodations please call (602)542-2999

'22 FEB 22 P1:47 LIC. MG 468 49

Certificate #_____

- ☐ On-sale
- ☐ Off-sale
- ☐ On- and off-sale

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Christopher Michael Carlson
Full Name (please print)

Signature

05/07/2020 — 05/07/2023
Training Completion Date — Certificate Expiration Date (three years from completion date)

Training Provider Information

QuikTrip
Company Name

1116 E Broadway Rd Tempe AZ 85282
Mailing Address

(480) 446-6300
Daytime Contact Phone Number

I, James Christopher Robinson, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature — 07 / 05 / 2020 (Day / Mo / Year)

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-license business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

'22 FEB 22 Liq. Lic. AM 9:49
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Certificate # _____

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Christopher Michael Carlson
Full Name (please print)

Signature

05/07/2020
Training Completion Date

05/07/2023
Certificate Expiration Date
(three years from completion date)

Training Provider Information

QuikTrip
Company Name

1116 E Broadway Rd Tempe AZ 85282
Mailing Address

(480) 446-6300
Daytime Contact Phone Number

I, James Christopher Reborn, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

7 / 5 / 2020
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor license(s)) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: March 10, 2022 Date of Posting Removal: 3/30/22

Applicant's Name: Huellmantel (Last) Perry (First) Charles (Middle)

Business Address: 6555 W Twin Peaks Road (Street) Tucson (City) 85742 (Zip)

License #: 181374

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

JR Burns	Housing Rehabilitation Specialist	(520) 990-2496
Print Name of City/County Official	Title	Phone Number

E Burns Jr. — Signature

3/10/2022 — Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

Local Governing Body Recommendation
A.R.S. § 4-201(C)

1. City or Town of: Town of Marana (Circle one) Liquor License Application #: 181374 (Arizona application #)

2. County of: Pima City/Town/County #: LL2022-006

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 19 (Day) of April (Month), 2022 (Year) considered the application of Perry Charles Huellmantel (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 181374 (Arizona liquor license application #),

for the license series #: type Series #10 Beer & Wine Store (i.e.: series #10: beer & wine store) as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Perry Charles Huellmantel (Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____. (Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at _____ (Location) on _____ (Day), _____ (Month), _____ (Year).

_____ (Printed name of city, town or county clerk) _____ (Signature of city, town or county clerk)

Series 6 Bar

The bar (series 6) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Payment must be made no later than the time of delivery. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar. A hotel or motel with a Series 6 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 7 Beer and Wine Bar

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

Series 9 Liquor Store

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 10 Beer and Wine Store

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 11 Hotel/Motel

This non-transferable, on-sale retail privileges liquor license allows the holder of a hotel/motel license to sell and serve all types of spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food. The holder of this license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is provided by a key or magnetic card device and may not be furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Council-Regular Meeting **A1**

Meeting Date: 04/19/2022

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: April 19, 2022

Strategic Plan Focus Area:
Commerce, Community

Strategic Plan Focus Area Additional Info:
Commerce: Principle Statement 2: We will seek and retain diverse industries and commerce.
Community: Principle Statement 1: We will maintain a safe and well-managed community.

Subject: *Resolution No. 2022-039: Relating to Development; approving and authorizing the Mayor to sign the Crossroads at Gladden Development Agreement (Jane Fairall)*

Discussion:

On August 17, 2021, the Town Council adopted Ordinance No. 2021.018, approving the Crossroads at Gladden Specific Plan, rezoning 281 acres of land located along the west side of Interstate 10 approximately 575 feet northwest of the Tangerine Road and Interstate 10 interchange. The Crossroads at Gladden Specific Plan envisioned a master-planned development that allows for a variety of residential, commercial, office and commerce park land uses. On December 7, 2021, the Council approved a final block plat for Crossroads at Gladden, Blocks 1-8. The rezoning ordinance provides that the rezoned property will be developed in accordance with a development agreement (DA) which must be adopted prior to approval of any further plat or development plan for any portion of the rezoning area. Town staff and the master developer, Tangerine 2021, LLC (Developer), have negotiated the proposed DA to facilitate the development of the property.

Pursuant to Ordinance 2021.018, the Developer was required to commission and pay for a master traffic impact analysis (TIA) identifying traffic improvements required to

serve the rezoning area. The ordinance specifically required that the Developer design and construct improvements to the Tangerine and I-10 Traffic Interchange (Tangerine TI), frontage roads, ramps, and adjacent roadways as recommended by the Town and ADOT based on the traffic studies submitted by the Developer. Additionally, Ordinance No. 2021.018 required the Developer to design and construct Clark Farms Boulevard from Tangerine Road to Mike Etter Boulevard as a four lane divided road compliant with town standards. The Developer has submitted the master TIA which details the traffic improvements needed to support the Crossroads at Gladden project, as well as providing guidance as to the timing or trigger for the improvements. The DA provides that the Developer shall fund the design and construction of the developer-constructed transportation improvements listed in Exhibit "C" to the DA, and shall dedicate to the town without cost all right-of-way necessary for the developer-constructed transportation improvements, including

- Initial Improvements to the Tangerine TI:
  - Constructing a westbound left-turn lane within the ADOT right of way of the westbound off ramp, which may include relocation of signal poles, utility poles, and roadway appurtenances, and addition of new signal poles and heads, so as to produce a fully functional traffic signal
  - Restriping the existing pavement for Tangerine Road to provide two westbound through lanes, one westbound left-turn lane that extends the full distance between signals, one eastbound left-turn lane that extends the full distance between signals, and one eastbound through lane, for a total of five lanes
  - Construct restriping and modifications to the median on the west leg of the intersection to provide additional storage for the eastbound left turn at the westbound I-10 Frontage Road, to align with striping modifications between signalized intersection
- Reconstruction of Crossroads Trail to a three-lane major collector road to the town's standard detail
- Replacement of the painted median northwest of the intersection of Tangerine Road and Crossroads Trail with a raised median built in accordance with the standard detail for an arterial road cross-section and reconstruction of the intersection

These improvements must be completed prior to the issuance of certificates of occupancy for up to 25,000 square feet of cumulative structure(s) on blocks 1 through 5, inclusive, 7, and 8 of the property. In addition, the Developer is required to construct three access driveways on Tangerine Road south of block 6 as well as a traffic signal at the intersection of Tangerine Road and the block 6 main driveway. The improvements related to block 6 must be completed prior to a certificate of occupancy being issued for any structure on block 6.

In addition to the developer-constructed transportation improvements, the DA requires the Developer to contribute $2.6 million towards the design and construction of the Tangerine TI Improvements as those improvements are described in Exhibit "D" to the DA.

The Developer is entitled to impact fee credits towards the northwest streets

development impact fee in the amount of $3,069,679 based on the following contributions and dedications:

- Tangerine Road/aka Tangerine Farms Road - the Tangerine Farms Improvement District assessment for the original property in the amount of $2,475,679
- Clark Farms Boulevard - the right of way dedication for Clark Farms Boulevard consisting of 5.37 acres at $30,000.00 per acre, totaling $161,100.00
- Tangerine (Farms) Road - the right-of-way dedication for Tangerine (Farms) Road, consisting of 14.43 acres at $30,000 per acre, totaling $432,900.00

Additionally, if the Town includes the Tangerine TI Improvements in its future infrastructure improvements plan (IIP), the Developer will receive impact fee credits for those contributions as well, as required by state law.

The DA includes standard conditions related to water and sewer, which will ultimately be addressed in separate water service and sewer service agreement. The Developer will be required to underground the CMID canal in the vicinity of the property as is it developed. The remainder of the DA contains standard provisions.

Financial Impact:

Pursuant to the DA, the Developer will be required to contribute $2.6M towards the Tangerine TI Improvements. The Developer will contribute $600,000 within 60 days of the effective date of the DA and will post security for the remaining amount, which will be converted to cash when the Town moves forward with the improvements.

Staff Recommendation:

Staff recommends approval of the Crossroads at Gladden Development Agreement.

Suggested Motion:

I move to adopt Resolution No. 2022-039, approving and authorizing the Mayor to sign the Crossroads at Gladden Development Agreement.

Attachments

Resolution No. 2022-039

Exhibit A - Crossroads DA

MARANA RESOLUTION NO. 2022-039

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE CROSSROADS AT GLADDEN DEVELOPMENT AGREEMENT

WHEREAS, on August 17, 2021, the Town Council adopted Ordinance No. 2021.018, approving the Crossroads at Gladden Specific Plan, rezoning 281 acres of land located along the west side of Interstate 10 approximately 575 feet northwest of the Tangerine Road and Interstate 10 interchange; and

WHEREAS Ordinance No. 2021.018 provides that the rezoned property will be developed in accordance with a development agreement which must be adopted prior to approval of any plat or development plan for any portion of the rezoning area; and

WHEREAS the Town is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a land owner or other person or entity having an interest in real property located within the Town to facilitate development of the property by providing for, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure; and

WHEREAS the Town Council finds that the Crossroads at Gladden Development Agreement is in the best interest of the Town and its citizens and should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the Crossroads at Gladden Development Agreement, as set forth on Exhibit A attached to and incorporated within this resolution by this reference, is hereby approved, the Mayor is authorized to execute it for and on behalf of the Town of Marana, and Town staff is authorized to carry out its terms.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of April, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

WHEN RECORDED, RETURN TO:

_____

_____

_____

_____

THE CROSSROADS AT GLADDEN DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), TANGERINE 2021, LLC, a Delaware limited liability company (the "Owner" or "Developer"), and FIDELITY NATIONAL TITLE AGENCY INC., an Arizona corporation, solely in its capacity as trustee under Trust No. 60,528 and not in its corporate capacity (the "Title Company"). The Town, Developer, and Title Company are collectively referred to in this Agreement as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The Owner acquired approximately 281 acres of land located in the Town limits, as depicted on the map attached as Exhibit "A" and legally described on Exhibit "B" (the "Property"). Due to the recordation of the Final Block Plat (defined below) and the dedication of public rights-of-way, the Owner currently owns 272.3 acres.

B. The Title Company holds legal title to the Property, as trustee, in trust for the benefit of the Owner.

C. The Developer proposes to develop the Property as the Crossroads at Gladden (the "Project") in general accordance with the Development Regulations (as defined below).

D. The Developer and the Town desire that the Project be developed in a manner consistent with the Development Regulations that apply to the Property as of the Effective Date, as amplified and supplemented by this Agreement.

E. The Town and the Developer acknowledge that the development of the Property pursuant to this Agreement will result in planning and economic benefits to the Town and its residents.

F. The Developer has made and by this Agreement will continue to make a substantial commitment of resources for public and private improvements on the Property.

G. The following are among the development regulations that apply to the Property as of the Effective Date (collectively, the "Development Regulations"):

i) The Town's written rules, regulations, procedures, and other policies relating to the development of land, whether adopted by the Mayor and Council or by Town Staff (collectively the "Marana Development Code").

ii) The future development of the Property shall be subject to the Crossroads at Gladden Specific Plan as adopted by the Town on August 17, 2021, via Ordinance No. 2021.018, as amended from time to time (the "Specific Plan").

iii) The final block plat for Crossroads at Gladden, Blocks 1-8 (the "Final Block Plat"), approved December 7, 2021, and recorded at Sequence No. 20213440123, Pima County Recorder's office.

H. Ordinance No. 2021.018 requires the Owner, pursuant to a master traffic impact analysis (TIA) or other applicable Town of Marana codes or regulations, to design and construct improvements to the Interstate 10 and Tangerine Traffic Interchange, frontage roads, ramps, and adjacent roadways as recommended by the Town and the Arizona Department of Transportation ("ADOT") based on the submitted traffic studies.

I. The Town believes that unless and until the Initial TI Improvements and the Crossroads Direct Improvements (as each is defined in Exhibit "C" attached, and collectively referred to herein as the "Developer-Constructed Transportation Improvements") are constructed, the transportation infrastructure in the vicinity of the Property may not be sufficient to accommodate the Project at opening year in accordance with the Development Regulations.

J. The Town believes that unless and until the Tangerine TI Improvements (as defined in Exhibit "D" attached) are constructed, the transportation infrastructure in the vicinity of the Property may not be sufficient to accommodate the Project at full build-out in accordance with the Development Regulations.

K. The Master Studies referenced in Ordinance No. 2021.018 and Sections 2.5, 2.10, 2.11, and 2.14 of the Ordinance have been completed by the Developer and approved by the Town.

L. On April 2, 2019, the Marana Town Council adopted Resolution No. 2019-027, designating as a protected facility the gravity portion of the Tangerine/Downtown Conveyance System (Town of Marana Project No. WR010, referred to in this Agreement as the "T/D Gravity Sewer") and requiring any land use with a sewer connection served by the T/D Gravity Sewer to pay a protected facility fee of $519.67 per single-family residence (or equivalent).

M. Pursuant to the Gladden Farms II Development Agreement entered into between the Town of Marana and the developer of the Gladden Farms II project, recorded at Docket 12758, Page 2249 (Sequence No. 20060470594), Pima County Recorder's Office, as amended, the developer of the Gladden Farms II project is required to pay one-half of the estimated cost of the Town's design and construction of traffic signals at the intersections of Clark Farms Boulevard and Mike Etter Boulevard and Clark Farms Boulevard and Tangerine Road.

N. The Project contemplated by this Agreement is in compliance with the Town's adopted and approved General Plan (as defined in A.R.S. § 9-461).

O. The development contemplated by this Agreement is in compliance with the Specific Plan.

P. The Town is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a land owner or other person or entity having an interest in real property located within the Town to facilitate development of the property by providing for, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure.

AGREEMENT

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

Article 1. Development.

1.1. Development review. The Property shall be developed in a manner consistent with the Development Regulations and this Agreement, which together establish the basic land uses, and the densities, intensities and development regulations that apply to the land uses authorized for the Property. Upon the Developer's compliance with the applicable development review and approval procedures and substantive requirements of the Development Regulations, the Town agrees to issue such permits or approvals for the Project as may be requested by the Developer.

1.2. Phasing of development. The individual blocks that make up the Property may be conveyed and developed in any order, subject to compliance with the requirements of this Agreement.

1.2.1. If an individual block of the Property is conveyed and will not be further subdivided, the Developer shall be required to post substitute forms of assurance for all improvements shown on the Final Block Plat and improvement plans for the Final Block Plat for that individual block in the form of a cash account, performance bond, or letter of credit to allow the block to be released from the third party trust (Trust No. 60,528) and to assure completion of the subdivision infrastructure required to serve only that individual block, unless the Town has previously released the assurances for the individual block. Upon the posting of appropriate substitute subdivision assurances for the individual block, the master subdivision assurances posted for the Final Block Plat shall automatically terminate with respect to particular subdivision infrastructure that serves only that individual block. Nothing in this paragraph precludes Developer and the owner of the individual block from separately agreeing that the owner of the individual block will post the substitute forms of assurance on behalf of the Developer.

1.2.2. If an individual block of the Property is conveyed and will be further subdivided, the developer of that individual block will need to provide the Town with appropriate substitute subdivision assurances for the completion of subdivision infrastructure required to serve only that individual block, unless the Town has previously released the assurances for the individual block. Upon the posting of appropriate substitute subdivision assurances for the individual block, the master subdivision assurances posted for the Final Block Plat shall automatically terminate with respect to particular subdivision infrastructure that serves only that individual block.

1.3. Zoning and plat conditions. The Developer agrees to fulfill all conditions outlined in the Development Regulations.

1.4. Determination of no hazard to air navigation. Those portions of the Property located within 20,000 feet (3.8 miles) of Marana Regional Airport shall submit an FAA-7460 form to the Federal Aviation Administration and receive a "Determination of No Hazard to Air Navigation" from the Federal Aviation Administration before any construction or alteration of improvements with an intended height greater than an imaginary surface extending outward and upward at a 100 to 1 slope for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of the Airport.

1.5. Cultural resources. Development of the Property shall meet all Town requirements set forth in Chapter 17-12 of the Marana Development Code related to Protection of Cultural Resources.

1.6. Site built construction and building permits. All construction on any portion of the Property, whether sold in bulk or individually, whether subdivided or not, shall be site built and shall require building permits.

1.7. Compliance with residential and commercial design standards. All residential and commercial construction on any portion of the Property shall be constructed in accordance with the then current residential and commercial design standards as adopted by the Town of Marana as of the Effective Date, and the design guidelines set forth in the Specific Plan.

1.8. Effect of sale of a portion of the Property. The Developer anticipates that it will sell portions of the Property to third parties after this Agreement is executed, and in any event before the obligations of the Developer under this Agreement are satisfied. Upon that event, for purposes of the performance of the Developer's obligations under this Agreement, the term "Developer" shall jointly and severally include each and every owner of any portion of the Property, subject to paragraphs 10.10 and 10.11 below.

1.9. Town review and approval of plans. Except as expressly provided in this Agreement, the development and construction of all public improvements for the Property are subject to the Town's normal plan submittal, review and approval procedures and construction inspection requirements.

Article 2. Transportation Improvements.

2.1. Road right-of-way dedications. The Developer dedicated to the Town rights-of-way for Clark Farms Boulevard and Crossroads Trail via the Final Block Plat. The previous owner of the Property dedicated rights-of-way to the Town for Tangerine Road.

2.2. Transportation improvements. The Developer shall fund the design and construction of the Developer-Constructed Transportation Improvements listed in Exhibit "C" and shall dedicate to the Town without cost all right-of-way necessary for the Developer-Constructed Transportation Improvements. Developer will have no obligation to dedicate any right-of-way for the Tangerine TI Improvements. The Developer shall also fund the design and constructon of Clark Farms Boulevard from Tangerine Road to Mike Etter Boulevard as a four lane divided road compliant with Town standard 120-1, as required by section 2.6.b of Ordinance No. 2021.018.

2.3. Timing of construction of Developer-Constructed Transportation Improvements. Town will not require construction of any of the Developer-Constructed Transportation Improvements described in Exhibit C prior to issuance of certificates of occupancy for up to 25,000 square feet of cumulative structure(s) on Blocks 1 through 5, inclusive, 7, and 8 of the Property. Town will require substantial completion of construction of the Developer-Constructed Transportation Improvements described in Exhibit C, Section I (Initial TI Improvements) and Sections II.1 (Crossroads Trail), II.3 (Tangerine Road and Crossroads Trail), and II.4 (Traffic Signals) prior to issuance of certificates of occupancy in excess of 25,000 square feet of cumulative structure(s) on Blocks 1 through 5, inclusive, 7, and 8 of the Property. Town will require substantial completion of construction of all of the Developer-Constructed Transportation Improvements described in Exhibit C prior to issuance of any certificate of occupancy on Block 6. The Town's

right to withhold certificates of occupancy is a contract right granted by this Agreement, and is granted notwithstanding any right of the Developer or its successors in interest to receive certificates of occupancy pursuant to the Marana building codes.

2.4. Developer contribution to Tangerine TI Improvements. In addition to construction of the Developer-Constructed Transportation Improvements, the Developer shall contribute $2,600,000 to the design and construction of the Tangerine TI Improvements as those improvements are described in Exhibit "D" attached (the "In Lieu Contribution"). Within 60 days after the Effective Date, the Developer shall pay to the Town $600,000 in cash and deliver a performance bond or bonds in the amount of $2,000,000 in the customary form required by the Town. The Developer will replace the performance bond with cash in the amount of $2,000,000 within ten business days after the Developer's receipt of written notice from the Town that it has approved a Guaranteed Maximum Price (GMP) for roadway construction costs from the Town's Construction Manager At Risk for the reconstruction of Tangerine Road east of Interstate 10, which includes the Tangerine Road TI Improvements as described in Exhibit D. Town will deposit the In Lieu Contribution in either a separate account within the Town's General Fund or a separate book or ledger entry designation for the purpose of constructing the Tangerine TI Improvements. Developer's payment of the In Lieu Contribution is Developer's sole obligation with respect to the Tangerine TI Improvements, as those improvements are defined in Exhibit D. Developer will not have any other obligations to make any financial, in-kind, or other contributions for the Tangerine TI Improvements and the Town will pursue the design and construction of the Tangerine TI Improvements and the collection of any required additional funds and land dedications without further contribution from Developer. Developer will have no obligation to dedicate any right-of-way or other land for the Tangerine TI Improvements.

2.5. Other traffic studies and revised transportation improvements

2.5.1. The Developer or any successor owner of all or any portion of the Property may be required to provide additional traffic studies during the platting and development plan process for the Project as determined by the Town. The Developer or any successor owner of all or any portion of the Property shall pay for and/or provide additional transportation improvements and dedications the Town or ADOT reasonably requires based on the findings of those studies, except as otherwise provided in this paragraph 2.5. The Town Engineer is authorized to waive, in writing, any transportation improvement required by this Article if a traffic study approved by the Town indicates that the Project may be safely served without the waived transportation improvement.

2.5.2. The Developer will not be required to pay for and/or provide additional transportation improvements and dedications in connection with, or as part of, the Tangerine TI Improvements, as those improvements are defined in Exhibit D. Nothing in this subparagraph 2.5.2 precludes the Developer from being required to pay for or provide future additional transportation improvements related to the Tangerine Road and I-10 traffic interchange if Developer proposes different uses for the Property that (a) have materially different traffic impacts and (b) that the Town reasonably requires based on the findings of future additional traffic studies.

2.5.3. Notwithstanding Section 2.7 of Ordinance No. 2021.018, the Developer shall not be required to provide a second master traffic impact analysis (TIA) identifying any

additional traffic improvements that must be in place prior to the issuance of any Certificate of Occupancy for any portion of the Project.

2.6. Other Arizona Department of Transportation Requirements. ADOT controls and issues permits for all roadway construction, modification, and access affecting Interstate 10 and the Interstate 10 frontage roads. To the extent ADOT access or improvement requirements are inconsistent with the required Transportation Improvements, representatives of the Parties shall meet in good faith to modify this Agreement to address ADOT infrastructure improvement requirements.

Article 3. Sewer Infrastructure Requirements.

3.1. Offsite sewer. Each connection to the T/D Gravity Sewer shall be responsible for payment of the protected facility charge existing as of the time of building permit for its fair-share portion of the Town's cost to construct the T/D Gravity Sewer, payable upon application for a building permit for construction to be connected to the T/D Gravity Sewer. As of the date of this Agreement (and subject to amendment by the Marana Town Council), the protected facility fee is $519.67 per equivalent demand unit (EDU).

3.2. Onsite sewers. The Developer shall construct onsite sewers pursuant to standard Town agreements to construct new facilities and standard Town subdivision infrastructure assurance agreements, with any amendments mutually agreed upon between the Town and the Developer.

Article 4. Water Infrastructure Requirements.

4.1. Onsite potable water distribution system. The Developer shall construct onsite potable water distribution infrastructure pursuant to standard Town agreements to construct new facilities and standard Town subdivision infrastructure assurance agreements, with any amendments mutually agreed upon between the Town and the Developer.

4.2. Transfer of grandfathered water rights. After the termination of farming activities and before development of one or more individual blocks of the Property, the Owner and/or the developer of any individual block shall assign to the Town every portion of its Irrigation or Type 1 Non-irrigation Grandfathered Groundwater Rights or Type II Non-irrigation Groundwater Rights as those are defined by law as may be appurtenant to the property, and to execute and deliver all forms necessary to effect the transfer of these water rights to the Town concurrently with the assignment.

4.3. Non-potable system. The Developer shall develop and construct a secondary non-potable irrigation system, dedicated to the Cortaro-Marana Irrigation District (CMID) in accordance with its requirements, to distribute non-potable water to common areas and other landscaped areas owned or to be owned by a property owners' association serving the individual block of the Final Block Plat or by the owner of the individual block.

Article 5. Other Public Facilities and Infrastructure Requirements.

5.1. Undergrounding of CMID channel. The Developer shall underground the Cortaro-Marana Irrigation District (CMID) irrigation channel within or adjacent to the Property and within perimeter easements or the nearest half of a street or right-of-way in accordance with a plan and schedule approved by the Town engineer, CMID, and the Developer, as required by Marana Town Code Sections 17-5-3(B)(17) and 17-6-4 , in effect as of the Effective Date. If the Property is developed in phases, the irrigation channel adjacent to the portion of the Property

then being developed will be undergrounded in accordance with a plan and schedule approved by the parties and the CMID.

5.2. Bank protection. In compliance with Town Ordinance No. 99.02, the Developer shall pay $500 per acre of affected Property, resulting in a total required payment of $136,150, for the Lower Santa Cruz Levee construction with respect to the entire Property. The Developer shall pay this obligation at the time of issuance of any grading permit for the Property on a pro-rata basis for the property subject to the grading permit.

5.3. Onsite private recreational facilities. Residential areas within the Project shall comply with the recreational area requirements of Marana Town Code Section 17-5-3, in effect as of the Effective Date.

5.4. School improvement contribution. A $1,200 per residential unit contribution (the "School Improvement Contribution") shall be due and payable at the time building permits are issued for each residential permit within the Property.

5.5. Compliance with state and federal laws and regulations. No approval, permit or authorization of the Town authorizes the Developer to violate any applicable federal or state laws or regulations, or relieves the Developer from the responsibility to ensure compliance with all applicable federal and state laws and regulations, including but not limited to the Endangered Species Act and Clean Water Act.

Article 6. Development Impact Fees and Credits

6.1. Development impact fees. Nothing in this Agreement shall be construed as a waiver or reduction of development impact fees properly adopted by the Town pursuant to A.R.S. § 9-463.05 and applicable to the Property. All development within the Property shall be responsible to pay all applicable development impact fees existing as of the time of building permit application. As of the date of this Agreement (and subject to amendment by the Marana Town Council), the following development impact fees apply to development within the Property:

6.2. Northwest Street Facilities Development Impact Fee. The Town's current Northwest Street Facilities Development Impact Fee is $3,719 per equivalent demand unit (EDU), per Marana Ordinance No. 2017.029 (applying the methods and equivalencies set forth in the 2017 street facilities development impact fee report for development other than a single family residence).

6.3. Parks and Recreation Facilities Development Impact Fee. The Town's current Parks and Recreation Facilities Development Impact Fee is $2,461 per equivalent demand unit (EDU) per Marana Ordinance Nos. 2014.012 and 2017.029 (or the development impact fee applicable to development other than a single family residence, if any).

6.4. Lower Santa Cruz River Levee Fee. The Town's current Lower Santa Cruz River Levee Fee is $500 per acre, as originally adopted by Marana Ordinance No. 99.02, and as described in Section 4 of Marana Ordinance no. 2014.012 and in Section 6 of Marana Ordinance no. 2017.029.

6.5. Water Infrastructure Development Impact Fee. The Town's current Water Infrastructure Development Impact Fee is $2,331 per equivalent demand unit (EDU) for a 5/8"

water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

6.6. Water Resources Development Impact Fee. The Town's current Water Resources Development Impact Fee is $3,050 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

6.7. Wastewater Facilities Development Impact Fee. The Town's current Wastewater Facilities Development Impact Fee is $3,930 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

6.8. Northwest Streets Development Impact Fee Reimbursements. The Developer is entitled to current impact fee credits towards the Northwest Streets Development Impact Fee in the amount of $3,069,679 based on the contributions and dedications listed in paragraphs 6.8.1.1 through 6.8.1.3 below (the "Current Impact Fee Credits"). Additionally, the Developer is entitled to receive credit towards the Northwest Streets Development Impact Fee for any additional improvements the Developer contributes to, pays for, constructs, or provides dedications for that are included in the Town's streets facilities infrastructure improvements plan (IIP) (the "Future Impact Fee Credits"). Collectively, the Current Impact Fee Credits and Future Impact Fee Credits are referred to as the "Impact Fee Credits." The Impact Fee Credits shall be in the form of a quarterly reimbursement to the Developer. The Town shall collect the full Northwest Streets Development Impact Fees from development within the Property as they become due, and will deposit the funds in either a separate account within the Town's General Fund or a separate book or ledger entry designation for the purpose of making reimbursement payments to the Developer (the "Reimbursement Account"). The Town shall pay to the Developer within the first 45 days of each calendar quarter all funds in the Reimbursement Account, beginning the first calendar quarter after the Town has funds in the Reimbursement Account. The reimbursement amount will be applied on a "first dollar" basis and not prorata on a per acre basis, *e.g.*, if the Impact Fee Credits at the beginning of a calendar quarter are $3,069,679 and the Town issues building permits requiring development impact fees of $500,000 in such calendar quarter, the Town will collect the $500,000 development impact fees from the applying party(ies). Within the first 45 days of the following calendar quarter the Town will pay the $500,000 to Developer and the Impact Fee Credit balance will be reduced to $2,569,679.

6.8.1. The Current Impact Fee Credits consist of the following:

6.8.1.1. Tangerine Road/fka Tangerine Farms Road. The Tangerine Farms Improvement District assessment for the original property in the amount of $2,475,679.

6.8.1.2. Clark Farms Boulevard. The right of way dedication for Clark Farms Boulevard consisting of 5.37 acres at $30,000.00 per acre, totaling $161,100.00.

6.8.1.3. Tangerine (Farms) Road. The right-of-way dedication for Tangerine (Farms) Road, consisting of 14.43 acres at $30,000 per acre, totaling $432,900.00.

6.8.2. Tangerine TI Improvements. The Town intends to include the Tangerine TI Improvements in its 2022 streets IIP, which has yet to be approved by the Marana Town Council. If the Tangerine TI Improvements are included in the approved IIP, development within the Property will be subject to the revised Northwest Streets Development Impact Fees.

Additionally, the Developer will receive Future Impact Fee Credits for its contribution to the Tangerine TI Improvements, as described in paragraph 2.4 above.

Article 7. Cooperation and Alternative Dispute Resolution.

7.1. Appointment of representatives. To further the commitment of the Parties to cooperate in the progress of the Development, the Town and the Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town (the "Town Representative") shall be the Development Services Director, and the initial representative for the Developer shall be Dean Wingert or a replacement to be selected by the Developer. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Property.

7.2. Timing. The Town acknowledges the necessity for prompt review by the Town of all plans and other materials (the "Submitted Materials") submitted by the Developer to the Town hereunder or pursuant to any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its best efforts to accomplish such prompt review of the Submitted Materials whenever possible.

7.3. Default; remedies. If either Party defaults (the "Defaulting Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Non-Defaulting Party") shall be entitled to give written notice in the manner prescribed in Article 9 below to the Defaulting Party, which notice shall state the nature of the default claimed and make demand that such default be corrected. The Defaulting Party shall then have (i) twenty days from the date of the notice within which to correct the default if it can reasonably be corrected by the payment of money, or (ii) thirty days from the date of the notice to cure the default if action other than the payment of money is reasonably required, or if the non-monetary default cannot reasonably be cured within sixty days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within sixty days and thereafter diligently prosecuted to completion. If any default is not cured within the applicable time period set forth in this paragraph, then the Non-Defaulting Party shall be entitled to begin the mediation and arbitration proceedings set forth in paragraphs 7.4 and 7.5 below. The Parties agree that due to the size, nature and scope of the Development, and due to the fact that it may not be practical or possible to restore the Property to its condition prior to Developer's development and improvement work, once implementation of this Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the enforcement of this Agreement. This paragraph shall not limit any other rights, remedies, or causes of action that either party may have at law or in equity. If Developer conveys a portion of the Project to any third party, a default by Developer will not be a default by any such third party and a default by any third party will not be a default by Developer or any other third party. To the extent that the Town has the right to terminate this Agreement upon the default by Developer, any such termination will only apply to the Developer or third party that is in default and Town may not terminate this Agreement as to the Developer or any third party that is not in default under this Agreement.

7.4. Mediation. If there is a dispute under this Agreement which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding

mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Town and the Developer shall request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to real estate development. The cost of any such mediation shall be divided equally between the Town and the Developer. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.

7.5. Arbitration. After mediation (paragraph 7.4 above) any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by both Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq*., and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction. To the extent permitted by applicable law, any notice of claim requirement shall be tolled during any moratorium or mediation and arbitration proceedings.

Article 8. Protected Development Rights

To ensure reasonable certainty, stability and fairness to the Developer and the Town for a reasonable period of time, the Developer and the Town agree that the zoning designations, uses, densities, and intensities of use, that now apply to the Property, as amended by this Agreement, shall remain in effect and shall not be changed for a period of five years after the execution of this Agreement without the agreement of the Developer. Town agrees that Developer's (or its predecessor's) dedications, construction and installation of public improvements, and payments give Owner a common law vested right to develop the Project in accordance with this Agreement and the Development Regulations.

Article 9. Notices and Filings.

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

To the Town:
Town of Marana
Town Manager
11555 W. Civic Center Drive Bldg. A-3
Marana, Arizona 85653-7006

To the Developer:
Tangerine 2021, LLC
333 E. Wetmore Road, Suite 250
Tucson, AZ 85705

Article 10. General Terms and Conditions.

10.1. Term. After its execution by the Parties, this Agreement shall become effective upon the date this Agreement is recorded in the official records of Pima County, Arizona (the "Effective Date"). The term of this Agreement shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes on the twentieth anniversary of the Effective Date, except that any then pending Payments shall be paid by Town to Developer. If the Parties determine that a longer period is necessary for any reason, the term of this Agreement may be extended by written agreement of the Parties. The Developer shall be entitled to terminate this Agreement if the Town materially impairs the development entitlements on the Property granted by this Agreement.

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

10.3. Attorney's fees. If any Party brings a lawsuit against any other Party to enforce any of the terms, covenants or conditions of this Agreement, or by reason of any breach or default of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court and not by the jury. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver of paragraph 7.5 requiring disputes to be resolved by binding arbitration.

10.4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

10.5. Headings. The descriptive headings of this Agreement are intended to be used to assist in interpreting the meaning and construction of the provisions of this Agreement.

10.6. Recitals. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and confirmed to be accurate.

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

10.8. Further acts. Each of the Parties shall execute and deliver all documents and perform all acts as reasonably necessary, from time to time, to carry out the matter contemplated by this Agreement. Without limiting the generality of the foregoing, the Town shall cooperate in good faith and process promptly any requests and applications for plat or permit approvals or revisions, and other necessary approvals relating to the development of the Property by the Developer and its successors.

10.9. Time essence. Time is of the essence for purposes of this Agreement.

10.10. Successors. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties except as provided in paragraph 10.11

below. Unless and until the Town consents to an assignment of rights and obligations under this Agreement, the Town may enforce the Developer's obligations under this Agreement against the Developer and its successor in interest and assigns. If Developer (or any successor in interest or assign) assigns all of its rights and obligations under this Agreement and the Town approves the assignment, the liability of the assigning party under this Agreement shall terminate effective upon the assumption of those liabilities by the assignee. The Town may not unreasonably withhold, delay or condition its approval of assignment under this paragraph.

10.11. Termination upon sale to end purchaser or user. This Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot or block which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or conveyed to an end purchaser or user and thereupon such end purchaser or user and lot or block shall be released from and no longer be subject to or burdened by the provisions of this Agreement. The Town and the Developer will execute such documents and instruments as the end purchaser or user or a title company requires in order to effectuate the intent of this paragraph.

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

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

10.14. Imposition of duty by law. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

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

10.16. Amendments to agreement. No change or addition shall be made to this Agreement except by a written amendment executed by the Parties. The Parties agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed in the Final Plat and Specific Plan as amended by this Agreement. Within ten days after any amendment to this Agreement, it shall be recorded in the office of the Pima County Recorder by and at the expense of the Party requesting the amendment.

10.17. Names and plans. The Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, ideas, designs, and work products of every nature at any time developed, formulated or prepared by or at the instance of the Developer in connection with the Property or any plans; provided, however, that in connection with any conveyance of portions of the infrastructure as provided in this Agreement such rights pertaining to the portions

of the infrastructure so conveyed shall be assigned to the extent that such rights are assignable, to the appropriate governmental authority.

10.18. Good standing; authority. The Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of Arizona and is authorized to do business in the state of Arizona. The Town represents and warrants to the Developer that it is an Arizona municipal corporation with authority to enter into this Agreement under applicable state laws. Each Party represents and warrants that the individual executing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

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

10.20. Governing law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of paragraph 7.5, requiring disputes to be resolved by binding arbitration.

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

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

10.23. No developer representations. Nothing contained in this Agreement shall be deemed to obligate the Town or the Developer to complete any part or all of the development of the Property.

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

10.25. Force majeure. If any Party shall be unable to observe or perform any covenant or condition of this Agreement by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute a default under this Agreement so long as such Party shall use its best effort to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure," as used in this paragraph, means any condition or event not reasonably within the control of such party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; pandemics, landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms;

droughts; floods; arrests, restraints of government and of people; explosions; supply chain disruptions; shortages of labor or materials; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing Party or Parties, in either case when such course is in the judgment of and unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

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

10.27. Prop 207 Waivers. By signing this Agreement, the Developer waives any and all rights to make a claim for diminution in value under the Private Property Rights Protection Act, A.R.S. § 12-1131 et seq., resulting from this Agreement, or resulting from remedies resulting from enforcing the terms of this Agreement.

10.28. Estoppel Certificate. Town will, upon reasonable request by Developer, provide an estoppel certificate to Developer, or any prospective lender, investor, or purchaser, certifying that (i) this Agreement is in full force and effect, (ii) no default, or act or omission that with the giving of notice and/or passage of time could become a default, by Developer exists hereunder (or, if appropriate, specifying the nature and duration of any existing default), and (iii) such other certifications as Developer, or any prospective lender, investor, or purchaser may reasonably request

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

TOWN:

THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor
Date: _____

ATTEST:

_____
Cherry L. Lawson, Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

DEVELOPER:

TANGERINE 2021, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

FIDELITY NATIONAL TITLE AGENCY INC.,
an Arizona corporation, solely in its capacity
as trustee under Trust No. 60,528 and not
in its corporate capacity as trustee under Trust No. 60,528

By:_____
Name:_____
Title:_____

STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me on _____, 2022, by _____, the _____ of TANGERINE 2021, LLC, a Delaware limited liability company, on behalf thereof.

_____
Notary Public

(Seal)

STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me on _____, 2022, by _____, the _____ of FIDELITY NATIONAL TITLE AGENCY INC., an Arizona corporation, solely in its capacity as trustee under Trust No. 60,528 and not in its corporate capacity as trustee under Trust No. 60,528, on behalf thereof.

_____
Notary Public

(Seal)

Exhibit A
Property Map

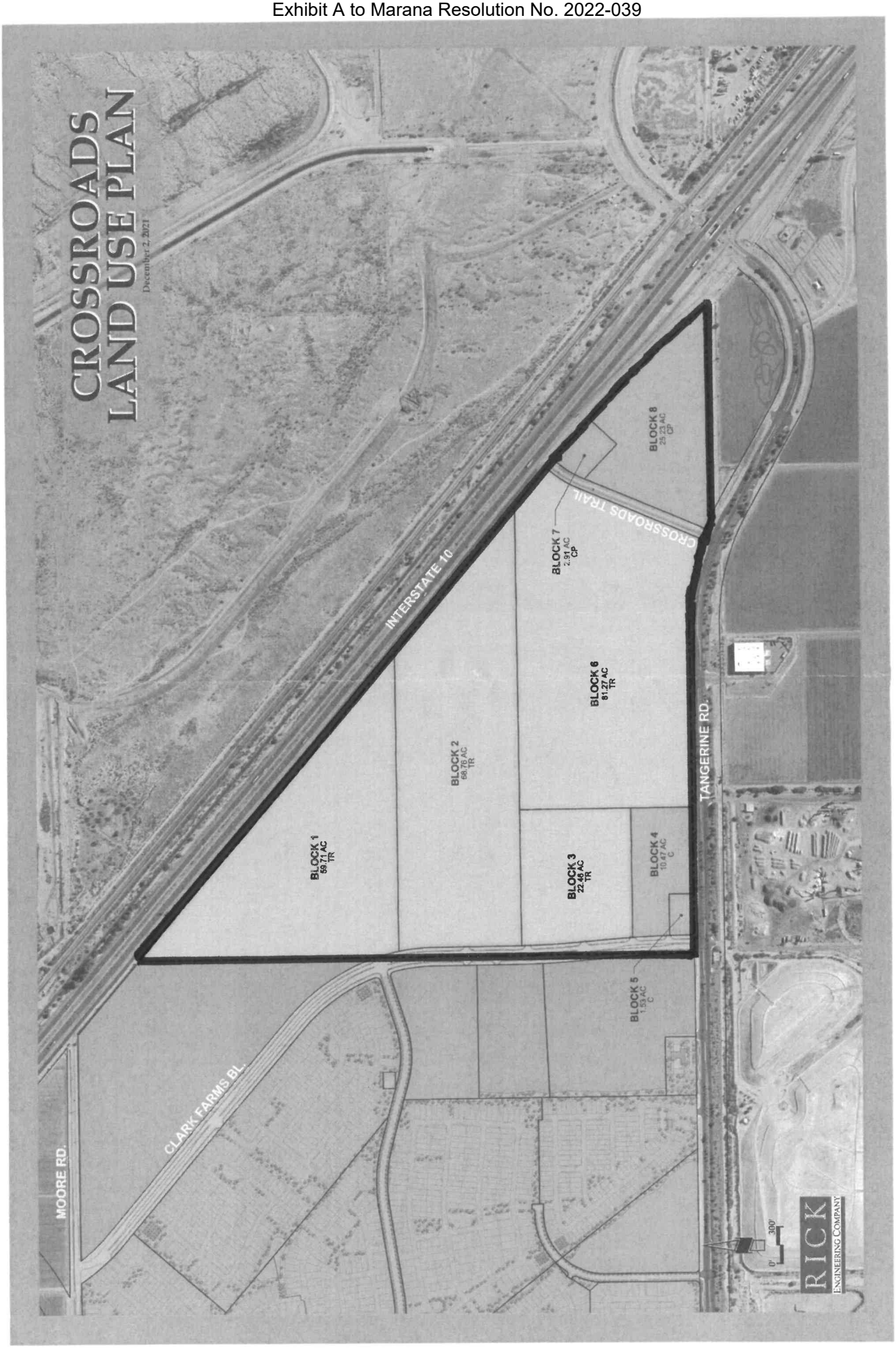

CROSSROADS
LAND USE PLAN
December 2, 2021
INTERSTATE 10
CROSSROADS TRAIL
TANGERINE RD.
MOORE RD.
CLARK FARMS BL.
BLOCK 1
59.71 AC
TR
BLOCK 2
66.76 AC
TR
BLOCK 3
22.44 AC
TR
BLOCK 4
10.47 AC
C
BLOCK 5
1.53 AC
C
BLOCK 6
81.27 AC
TR
BLOCK 7
2.91 AC
CP
BLOCK 8
25.23 AC
CP
0'
300'
RICK
ENGINEERING COMPANY

Exhibit B
Property Legal Description

Blocks 1 through 8, inclusive, as identified on the FINAL BLOCK PLAT FOR CROSSROADS AT GLADDEN BLOCKS 1 – 8, recorded in the Official Records of Pima County, Arizona, at Sequence No. 20213440123.

Exhibit C
Developer-Constructed Transportation Improvements

I - Initial TI Improvements:

Tangerine and Interstate 10 Traffic Interchange. The Developer shall construct improvements to the Tangerine and Interstate 10 Traffic Interchange (the "Tangerine TI") described as follows:

1. *Tangerine Road/I-10 Westbound Frontage Road and Off Ramp.* The Developer shall construct a westbound left-turn lane within the ADOT right of way of the westbound off ramp, with as much storage as ADOT will allow, construction of which may include relocation of signal poles, utility poles, and roadway appurtenances, and addition of new signal poles and heads, so as to produce a fully functional traffic signal, with the following configuration for the westbound off ramp: one exclusive left-turn lane, one shared through/left-turn lane and one exclusive right-turn lane.

2. *Tangerine Road between the I-10 EB Ramps and the I-10 WB Frontage Road/Ramp.* The Developer shall restripe the existing pavement for Tangerine Road to provide two westbound through lanes, one westbound left-turn lane that extends the full distance between signals, one eastbound left-turn lane that extends the full distance between signals, and one eastbound through lane, for a total of five lanes. The restriping shall include transitions on approach to and departing from the restriping area to meet engineering standards. The restriping shall be accomplished according to industry standards, and will include complete obliteration of existing pavement markings, sealing of obliteration scars according to ADOT requirements, which may include a curb-to-curb surface seal, and remarking of pavement lines according to ADOT materials specifications.

3. *Tangerine Road/I-10 Eastbound Ramps Intersection.* The Developer shall construct restriping and modifications to the median on the west leg of the intersection to provide additional storage for the eastbound left turn at the WB I-10 Frontage Road, to align with striping modifications between signalized intersections. Median modifications shall include removal of at least 150 feet of median, and include appropriate entrance tapers, signing and striping.

II – Crossroads Direct Improvements:

1. Crossroads Trail. The Developer shall reconstruct Crossroads Trail to a three-lane major collector road to the Town's standard detail 110-3. All truck turning movements must be accommodated by the roadway cross section.

2. Block 6 Improvements. The Developer shall construct three access driveways on Tangerine Road south of Block 6 of the Final Block Plat and a traffic signal as follows:

- *Block 6 West Driveway*. The Developer shall construct this driveway at the existing median break east of the Tangerine Road and Clark Farms Boulevard intersection with stop control for the northbound and southbound approaches. The lane configuration for this intersection, shall be:
    - Southbound: a total of three lanes, serving inbound and outbound traffic.

- Eastbound: One left-turn lane, two through lanes, and one right-turn lane (all of which already exist).
- Westbound: One left-turn lane, two through lanes, one right-turn lane (all of which already exist).

- *Block 6 Main Driveway*. The Developer shall construct this intersection at the existing median break west of the Tangerine Road and Crossroads Trail intersection. The lane configuration for this intersection shall be:
  - Southbound: One left-turn lane and one shared-through/right turn lane.
  - Eastbound: One left-turn lane, two through lanes, and one right-turn lane (all of which already exist).
  - Westbound: One left-turn lane, two through lanes, and one right-turn lane (reconstruct the existing westbound right-turn lane to provide a minimum of 150 feet of storage).
- *Block 6 East Driveway*. The Developer shall construct this intersection west of the Tangerine Road and Crossroads Trail intersection with a right-in/right-out driveway. The lane configuration for this intersection shall be:
  - Southbound: One right-turn lane.
  - Eastbound: Two through lanes (all of which already exist).
  - Westbound: Two through lanes (which already exist), and one right-turn lane (150 feet minimum storage).
- *Block 6 Traffic Signal*. The Developer shall design and construct a traffic signal at the intersection of Tangerine Road and Block 6 Main Driveway.

3. Tangerine Road and Crossroads Trail. The Developer shall replace the painted median northwest of the intersection of Tangerine Road and Crossroads Trail with a raised median built in accordance with the standard detail for an arterial road cross-section. Additionally, the Developer shall reconstruct the intersection with the following lane configuration:

- Southbound: Two left-turn lanes (minimum 200 feet of storage each lane), and one right-turn lane.
- Eastbound: One left-turn lane and two through lanes (all of which already exist).
- Westbound: Two through lanes and one right-turn lane (which already exist), and one left turn lane (U-turn opportunity).

4. Traffic Signals

- The Developer shall design and construct a traffic signal at the intersection of Tangerine Road and Crossroads Trail.
- The developer of the Gladden Farms II project is required to pay for one half of the design and construction costs for traffic signals at the

intersections of Clark Farms Boulevard and Mike Etter Boulevard and at Clark Farms Boulevard and Tangerine Road. The Developer shall be responsible for the costs to design and construct the remaining one half of the traffic signals, except that if the developer of the Gladden Farms II project fails to satisfy its obligation regarding the traffic signals, the Developer shall design and construct the traffic signals at these two intersections, and shall be responsible for the full costs of the design and construction.

Exhibit D – Tangerine TI Improvements

Tangerine and Interstate 10 Traffic Interchange. The Town shall construct improvements to the Tangerine and Interstate 10 Traffic Interchange (the "Tangerine TI"), frontage roads, ramps, and adjacent roadways in conjunction with Town's reconstruction of Tangerine Road east of Interstate 10, described as follows:

1. *Tangerine Road/I-10 TI Abutment Lanes*. Construction shall include the addition of one new westbound lane and one new eastbound lane constructed behind existing abutments for the I-10 Mainline overpass. The Abutment Lanes will accommodate the new lane assignments described below.
    a. Construction of Abutment Lanes shall include restriping under the Mainline I-10 for a five-lane cross-section, and shall include two westbound lanes (one of which is an Abutment Lane), two westbound left-turn lanes that extends the distance between traffic signals, one eastbound left turn that extends the full distance between traffic signals, and two eastbound lanes (one of which is an Abutment Lane).
2. *Tangerine Road/I-10 Eastbound Ramps Traffic Signal.* Construction shall include relocation of the signalized intersection of Tangerine Road and the I-10 eastbound ramps to a point approximately equal to the location of the decommissioned frontage road.
3. *Tangerine Road/I-10 Eastbound Ramps*. Construction shall include the following lane configurations:
    a. Eastbound I-10 offramp: one left-turn lane, one left/through lane, and one right-turn lane
    b. Eastbound I-10 onramp: two onramp lanes tapering to a single onramp lane onto I-10, designed to current ADOT standards
    c. Eastbound Tangerine Road: two through lanes and two right-turn lanes, each with a minimum of 350 feet of storage, both of which replace the existing right-turn lane that has approximately 370 feet of storage.
    d. Westbound Tangerine Road: two left turn lanes and two through lanes.