MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 21, 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 June 21, 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 Resolution No. 2022-058: Relating to Development; accepting for maintenance certain public improvements serving QuikTrip Store #1491 located at the northwest corner of Tangerine Road and the Frontage Road/I-10 (David Udall)

C2 Resolution No. 2022-059: Relating to Development; accepting public sewer improvements along portions of Mike Etter Boulevard and Midfield Road for maintenance (David Udall)

C3 Resolution No. 2022-060: Relating to Development; approving a Final Re-Plat of The Preserve at Twin Peaks Lots 82 thru 85 and Common Area "B2" (Natural Open Space, Drainage, Landscape, Pedestrian, Public Sewer, and Utilities) & Common Area "C1" (Active Open Space), generally located east of Camino de Manana and approximately a quarter mile north of Lambert Lane (Steve Cheslak)

C4 Resolution No. 2022-061: Relating to Development; approving a Final Plat for Gladden Farms Block 38B Lots 1 - 148 & Common Areas "A-1" - "A-8" & "B-1" - "B-2", located generally west of West Clark Farms Boulevard, south of West Mike Etter Boulevard, and north of West Tangerine Road (Spencer Hickman)

C5 Resolution No. 2022-062: Relating to Economic Development; approving and authorizing the Mayor to execute a Funding Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2022-2023 to support operation of the Marana Visitor Center and provision of services to the Marana community (Jane Fairall)

C6 Resolution No. 2022-063: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2023 (Andrea Caicedo)

C7 Resolution No. 2022-064: Relating to Municipal Court; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners for 2022-2023 (Laine McDonald)

C8 Resolution No. 2022-065: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, Section 3-7-3 "Call-Out Pay", Chapter 5 – Work Rules and Employee Discipline, Section 5-4-4 "Additional Employee Responsibilities" and Section 5-5-4 "Imposed Leave" (Curry C. Hale)

C9 Resolution No. 2022-066: Relating to Public Works; authorizing the Town Manager to sign all documents and do all other things necessary or prudent to obtain land use rights from the Central Arizona Project (CAP) needed for the Tangerine Road Widening – Phase 2, I-10 to Dove Mountain Boulevard project (Jane Fairall)

C11 Resolution No. 2022-067: Relating to Public Works; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Regional Transportation Authority and the Town of Marana for construction of improvements for Tangerine Road—I-10 to approximately Marana Tech Drive (Jane Fairall)

C12 Approval of the Marana Town Council Special Retreat Meeting Summary Minutes of March 10-11, 2022, Council Study Session Meeting Summary Minutes of May 24, 2022, and the Council Regular Meeting Summary Minutes of June 7, 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 #012 Restaurant Liquor License submitted by Alejandro Diaz on behalf of Alejandro Serious Mexican Food, located at 7850 North Silverbell Road, Tucson, AZ 85743 (Cherry L. Lawson)

BOARDS, COMMISSIONS AND COMMITTEES

B1 [The Town Council acting as the Floodplain Board] Resolution No. FP 2022-001: Relating to Floodplain Management; granting a variance to Marana Town Code Chapter 17-15 (Floodplain and Erosion Hazard Management Code) for property located at 7430 North Silverbell Road (Fausto Burruel)

COUNCIL ACTION

A1 Resolution No. 2022-068: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute a Notice of Intent Not to Participate in the Urban County Program for the Community Development Block Grant Program and HOME Investment Partnership Program for federal fiscal years 2023-2025 and to accept Metropolitan City status from Housing and Urban Development once eligibility notification has been made to the Town of Marana (Lisa Shafer)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

D2 PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2022-2023 final budget (Yiannis Kalaitzidis)

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: 06/21/2022

To: Mayor and Council

From: David Udall, Assistant Town Attorney

Date: June 21, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-058: Relating to Development; accepting for maintenance certain public improvements serving QuikTrip Store #1491 located at the northwest corner of Tangerine Road and the Frontage Road/I-10 (David Udall)

Discussion:

By approving this resolution, the Town will accept for maintenance 1,023 linear feet of sanitary sewer conveyance system and appurtenances with an estimated value of $182,660.00, along with 180 linear feet of potable water line and appurtenances with an estimated value of $182,500.00, both serving QuikTrip Store #1491.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2022-058, accepting for maintenance certain public improvements serving QuikTrip Store #1491.

Suggested Motion:

I move to adopt Resolution No. 2022-058, accepting for maintenance certain public improvements serving QuikTrip Store #1491.

Attachments

Resolution No. 2022-058

Location Map

MARANA RESOLUTION NO. 2022-058

RELATING TO DEVELOPMENT; ACCEPTING FOR MAINTENANCE CERTAIN PUBLIC IMPROVEMENTS SERVING QUIKTRIP STORE #1491 LOCATED AT THE NORTHWEST CORNER OF TANGERINE ROAD AND THE FRONTAGE ROAD/I-10

WHEREAS QuikTrip Store #1491 is located on an approximately 2.15-acre parcel of land located at the northwest corner of Tangerine Road and the Frontage Road/Interstate 10; and

WHEREAS QuikTrip Corporation has completed certain public sewer and water improvements acceptable to Town standards as required to serve QuikTrip Store #1491.

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

Section 1. The Town accepts for maintenance the potable water system serving QuikTrip Store #1491, consisting of 180 linear feet of potable water line and appurtenances with an estimated value of $182,500.00.

Section 2. The Town accepts for maintenance the sanitary sewer system serving QuikTrip Store #1491, consisting of approximately 1,023 linear feet of conveyance system and appurtenances with an estimated value of $182,660.00.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of June, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

ACCEPTANCE

MARANA AZ

REVIEWED FOR CODE COMPLIANCE
10/02/2020 - cbilow
No. DPP2005-002 Approved Plans

DPP2005-002
DEVELOPMENT PLAN PACKAGE FOR
QUIKTRIP STORE #1491
9400 W. TANGERINE ROAD
MARANA, ARIZONA 85653

OWNER:
TANGERINE/I-10 LLC
3567 E. SUNRISE DRIVE,
SUITE 219
TUCSON, AZ 85718

DEVELOPER:
QUIKTRIP CORPORATION
PO BOX 3475
TULSA, OK 74101
TEL: (480) 446-6318
FAX: (480) 921-1927
CONTACT: JONATHAN NAUT
EMAIL: jnaut@quiktrip.com

CERTIFICATION OF SURVEY
THE BOUNDARY DEPICTED ON THIS DEVELOPMENT PLAN PACKAGE WAS PREPARED UNDER MY DIRECTION

PETER D. COTE, R.L.S., NO. 44121

PROJECT CONTACT LIST:

SURVEYOR OF RECORD
THE WLB GROUP, INC.
PETER COTE, R.L.S.
4444 E. BROADWAY BLVD
TUCSON, AZ, 85711
TEL: (520) 881-7480
FAX: (520) 881-7492
PCOTE@WLBGROUP.COM

ENGINEER OF RECORD
THE WLB GROUP, INC.
DAVID LITTLE, P.E.
4444 E. BROADWAY BLVD
TUCSON, AZ, 85711
TEL: (520) 881-7480
FAX: (520) 881-7492
DLITTLE@WLBGROUP.COM

QT REAL ESTATE PROJECT MANAGER
QUIKTRIP CORPORATION-
PHOENIX DIVISION
JONATHAN NAUT
1116 E BROADWAY RD
TEMPE, AZ 85282
TEL: (480) 446-6318
FAX: (480) 921-1927
JNAUT@QUIKTRIP.COM

QT CIVIL PROJECT MANAGER
QUIKTRIP CORPORATION
ASHLEY GOODRICH
4705 SOUTH 129TH EAST AVE.
TULSA, OK 74134
TEL: (918) 615-7273
AGOODRIC@QUIKTRIP.COM

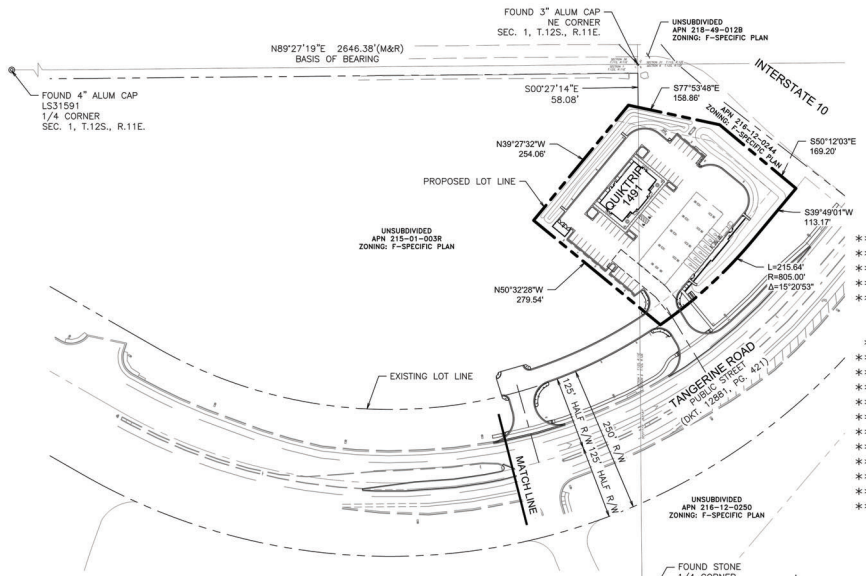
PARKING TABLE:

		PARKING SPACES PROVIDED
STANDARD PARKING PROVIDED		45 SPACES
HANDICAP PARKING PROVIDED		2 SPACES
TOTAL SPACES PROVIDED		47 SPACES
BICYCLE PARKING PROVIDED		9 SPACES

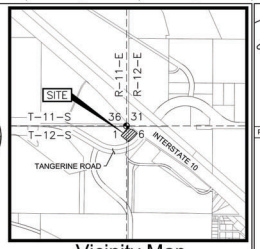
*LOADING ZONE NOT REQUIRED WHEN TOTAL BUILDING SQUARE FOOTAGE IS LESS THAN 10,000 S.F.

BASIS OF ELEVATION:
BM-1 PIMA COUNTY OPUS CONTROL POINT 12S12E-A01 1/2" REBAR TAGGED "PC DOT REF", BEING 130'± NORTHWEST OF THE NORTHEAST CORNER OF SECTION 1, T11S, R12E, G&SRM. ELEVATION = 2037.81' (NAVD88 DATUM)

BASIS OF BEARING
THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 12 SOUTH, RANGE 11 EAST, G.&S.R.M., PER RECORD OF SURVEY RECORDED IN BOOK 58 OF SURVEYS, PAGE 25, PIMA COUNTY RECORDS. SAID BEARING BEING N 89°27'19" E AS SHOWN HEREON.



Project Map
SCALE: 1"=100'



Vicinity Map
3"=1 MILE
BEING A PORTION OF SECTION 1, T12S, R11E, & SECTION 6, T12S, R12E, G&SRM
TOWN OF MARANA, PIMA COUNTY, ARIZONA

Sheet List Table

NO.	CITY SHEET NO	TITLE
C001	1	COVER SHEET
C002	2	GENERAL NOTES
C003	3	T.O.M. GENERAL NOTES AND STANDARD DETAILS
C030	4	DEMOLITION PLAN
C100	5	SITE PLAN
C110	6	GRADING PLAN
C111	7	DETAILED GRADING PLAN
C112	8	DETAILED CANOPY GRADING PLAN
C113	9	ADA COMPLIANCE REFERENCE PLAN
C120	10	STORM PLAN
C130A	11	ASPHALT PAVING PLAN
C130B	12	CONCRETE PAVING PLAN
C131	13	BUILDING PAVING PLAN
** C140	--	STORMWATER POLLUTION PREVENTION PLAN COVER
** C141	--	STORMWATER POLLUTION PREVENTION PLAN NOTES
** C142	--	STORMWATER POLLUTION PREVENTION PLAN INSPECTION SHEET
** C143	--	EROSION CONTROL PLAN PHASE 1
** C144	--	EROSION CONTROL PLAN PHASE 2
C150	14	UTILITY PLAN SHEET 1
C151	15	UTILITY PLAN SHEET 2
* C160	--	SECURITY PLAN
** C200	--	OFFSITE IMPROVEMENT PLAN COVER
** C201	--	OFFSITE GENERAL NOTES
** C202	--	OFFSITE RIGHT TURN LANE
** C203	--	OFFSITE LEFT TURN LANE
** C204	--	OFFSITE LEFT TURN LANE LANDSCAPE PLAN
** C205	--	OFFSITE DETAILED GRADING PLAN
** C206	--	OFFSITE PLAN DETAIL SHEET
** C300	--	PUBLIC SEWER PLAN COVER
** C301	--	T.O.M. GENERAL NOTES AND STANDARD DETAILS
** C302	--	PUBLIC SEWER PLAN GENERAL NOTES
** C303	--	PUBLIC SEWER PLAN AND PROFILE SHEET
C500	16	MISC. SITE DETAILS SHEET 1
C501	17	MISC. SITE DETAILS SHEET 2
C510	18	ADA DETAILS SHEET 1
C520	19	PAVING DETAILS SHEET 1
C521	20	PAVING DETAILS SHEET 2
C522	21	PAVING DETAILS SHEET 3
C523	22	PAVING DETAILS SHEET 4
C524	23	PAVING DETAILS SHEET 5
* C530	--	TRENCHING DETAILS SHEET 1
* C531	--	TRENCHING DETAILS SHEET 2
C540	24	DRAINAGE DETAILS SHEET 1
** C570	--	EROSION CONTROL DETAILS SHEET 1
* C571	--	CITY DETAILS SHEET 1
* C572	--	CITY DETAILS SHEET 2
L100	25	LANDSCAPE COVER SHEET
L101	26	LANDSCAPE PLAN
L110	27	IRRIGATION PLAN
L500	28	LANDSCAPE DETAILS SHEET 1
L510	29	IRRIGATION DETAILS SHEET 1
L511	30	IRRIGATION DETAILS SHEET 2

* FOR QUIKTRIP PURPOSES ONLY
** PROVIDED UNDER SEPARATE COVER

LEGEND:

FEATURE	NEW	EXISTING
SANITARY SEWER MANHOLE		
CLEANOUT	CO	
POWER POLE		
WATER VALVE		
WATER METER		
GAS METER		
ELECTRIC/TELEPHONE BOX		
TELEPHONE PEDESTAL		
CENTER LINE		
OVERHEAD ELECTRIC	OHE	ohe
UNDERGROUND ELECTRIC/BLUE STAKE	UGE	uge
WATER LINE/BLUE STAKE	WTR	wtr
GAS LINE/BLUE STAKE	GAS	gas
SANITARY SEWER LINE	SS	ss
UNDERGROUND TELEPHONE	UGT	ugt
UNDERGROUND CABLE	UGC	ugc

FEATURE	NEW	EXISTING
FIRE HYDRANT		
CURB OPENING		
MOUNTABLE CURB W/RADIUS PROTECTOR		
RADIUS PROTECTOR		
MOUNTABLE CURB		
AREA LIGHT		
CONCRETE CURB AND GUTTER		
BOUNDARY LINE/ RIGHT-OF-WAY		
STORM GRATE		
SPOT ELEVATION	FG 2040.00	TC 2040.50 G 2040.00
STORM PIPE (10" AND SMALLER)	ST	st
STORM PIPE (12" AND LARGER)		
FENCE		
100 YR FLOODPLAIN LIMITS		
SLOPE PERCENTAGE (RISE/RUN)	2% SLOPE	

FEATURE	NEW	EXISTING
SLOPE RATIO (RUN:RISE)	4:1	
MAJOR CONTOUR	2040	2040
MINOR CONTOUR	2039	2039
TRANSFORMER	TFR	
FUEL SYSTEM ACCESS MANWAY		
GRADING LIMITS		
WATER SURFACE ELEVATION		
FLOW ARROW		
DRAINAGE ARROW		
BACKFLOW PREVENTOR	BFP	
RIPRAP		
NUMBER OF STANDARD PARKING SPACES IN ROW	7	
MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND AND BOLLARDS		
SCREEN WALL		

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

LOCATION MAP

DAVID W. LITTLE
36234
REGISTERED PROFESSIONAL ENGINEER
ARIZONA U.S.A.

PROJECT NO.:14-1491

The WLB Group
Engineering Planning Surveying Landscape Architecture Urban Design
4444 East Broadway Blvd. Tucson, AZ. 85711 (520) 881-7480
Flagstaff, AZ and Las Vegas, NV.
Fountain Hills, Mesa and Phoenix, AZ.
Tempe, Arizona (480) 736-1600
AZ Project No.: 12560.14.0320

QuikTrip No. 1491
9400 W. TANGERINE ROAD
MARANA, AZ 85653

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PROTOTYPE: P-103 (08/01/20)
DIVISION: 14
VERSION: 001
DESIGNED BY: JAW
DRAWN BY: JAW
REVIEWED BY: DWL

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 12-16-2019

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
CITY SET: 1 OF 30
C001
1 OF 52

DPP2005-002

FILE LOCATION:N:\11000\T\Store 1491\01 Civil\14-1491 Civil.dwg TAB NAME:Cover USER:jwilliams SAVED:9/2/2020 12:40 PM PLOTTED:9/2/2020 1:29 PM

Council-Regular Meeting **C2**

Meeting Date: 06/21/2022

To: Mayor and Council

From: David Udall, Assistant Town Attorney

Date: June 21, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-059: Relating to Development; accepting public sewer improvements along portions of Mike Etter Boulevard and Midfield Road for maintenance (David Udall)

Discussion:

As a requirement for residential development in Gladden Farms II, the Developer has constructed certain public sewer improvements along portions of Mike Etter Boulevard and Midfield Road, as depicted in Exhibit A to the resolution accompanying this agenda item. By approving this resolution, the Town will accept for maintenance approximately 3,304 linear feet of sanitary sewer conveyance system and appurtenances with an estimated value of $332,580.00.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2022-059, accepting public sewer improvements along portions of Mike Etter Boulevard and Midfield Road for maintenance.

Suggested Motion:

I move to adopt Resolution No. 2022-059, accepting public sewer improvements along portions of Mike Etter Boulevard and Midfield Road for maintenance.

Attachments

MARANA RESOLUTION NO. 2022-059

RELATING TO DEVELOPMENT; ACCEPTING PUBLIC SEWER IMPROVEMENTS ALONG PORTIONS OF MIKE ETTER BOULEVARD AND MIDFIELD ROAD FOR MAINTENANCE

WHEREAS Gladden Phase II, L.L.C. has completed certain public sewer improvements along portions of Mike Etter Boulevard and Midfield Road acceptable to Town standards.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Town hereby accepts for maintenance the sanitary sewer system depicted in Exhibit A, attached to and incorporated herein by this reference, consisting of approximately 3,304 linear feet of conveyance system and appurtenances with an estimated value of $332,580.00.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of June, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

PUBLIC ROADWAY IMPROVEMENT AND PUBLIC SEWER PLANS FOR

GLADDEN FARMS BLOCKS 26-43

MIKE ETTER BOULEVARD AND MIDFIELD ROAD

ENG1707-003/S-2017-008

BASIS OF BEARING

THE BASIS OF BEARING IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35. SAID LINE MONUMENTED BY A FOUND 1½" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A FOUND ½" REBAR TAGGED "PCHD3" AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING S00°30'03"E.

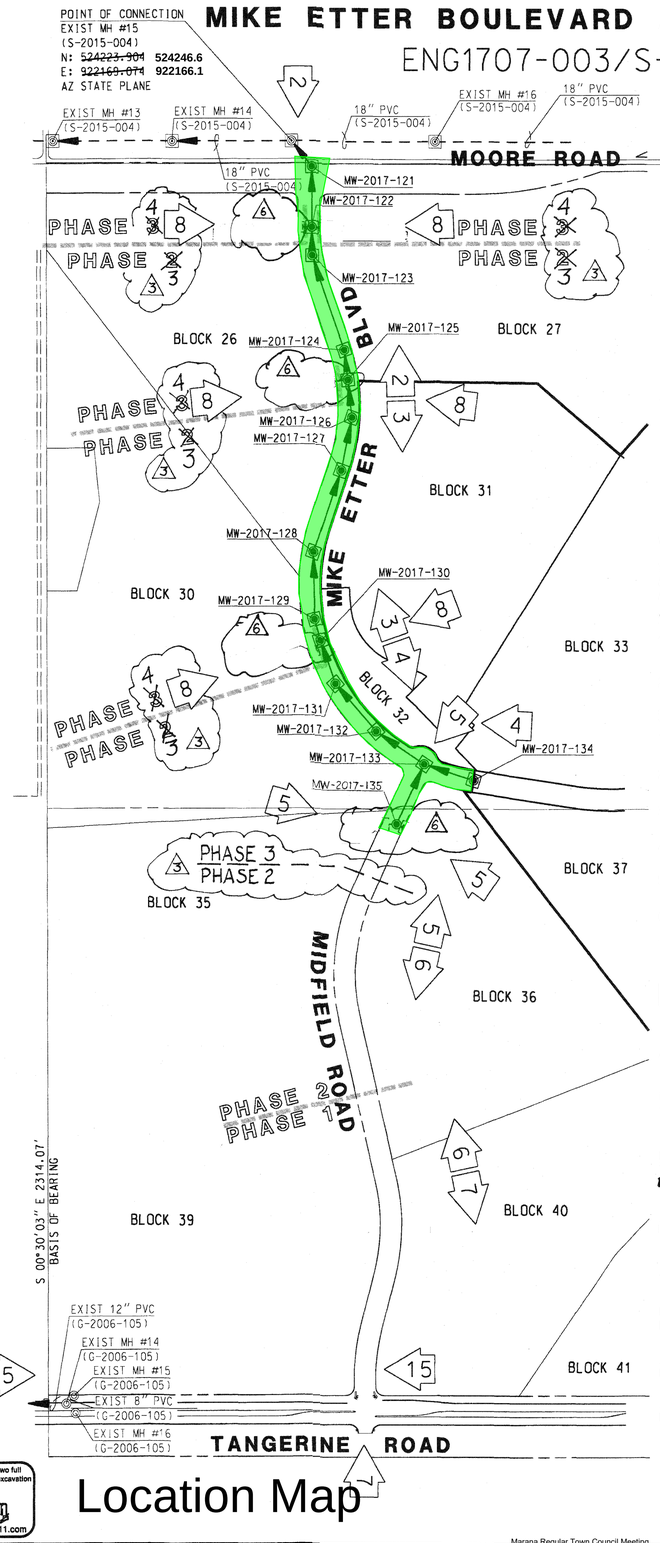
BASIS OF ELEVATION

BASIS OF ELEVATION BEING A ½" IRON PIN AT THE INTERSECTION OF MOORE ROAD & POSTVALE ROAD. SAID MONUMENT ALSO BEING THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 11 EAST. ELEVATION BEING 2006.43 (NAVD 88).

GRADING NOTES

1. AN ACCEPTED COPY OF THIS PLAN SHALL BE KEPT ON LOCATION AT THE JOBSITE AT ALL TIMES DURING CONSTRUCTION.
2. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PUBLIC IMPROVEMENTS, 2015 EDITIONS. THESE MAY BE MODIFIED AND/OR SUPPLEMENTED BY THE REQUIREMENTS OF THESE PLANS.
3. A GEOTECHNICAL ENGINEERING INVESTIGATION, INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAS BEEN PREPARED BY TERRACON, PROJECT NUMBER 63085177. OPERATIONS SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORT, DATED DECEMBER 8, 2008 AND ADDENDA DATED DECEMBER 16, 2008.
4. 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.
5. ALL WORK SHALL CONFORM TO TITLE 19, STANDARDS FOR GRADING AND RELATED SITE WORK, OF THE TOWN OF MARANA LAND DEVELOPMENT CODE.
6. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
7. THE CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES WITHIN THE WORK AREA PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL CALL ARIZONA 811 AT 811, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION.
8. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES PRIOR TO CONSTRUCTION.
9. A REGISTERED ENGINEER MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE ACCEPTED PLANS PRIOR TO REQUEST FOR FINAL INSPECTION OR THE RELEASE OF ASSURANCES.
10. ALL REVISIONS TO THESE PLANS MUST BE REVIEWED AND ACCEPTED BY THE TOWN ENGINEER FOR THE TOWN OF MARANA PRIOR TO CONSTRUCTION.
11. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALCULATE HIS OWN EARTHWORK QUANTITIES AND SUBMIT HIS BID BASED THEREON.
12. ALL STATIONING IS MEASURED ALONG STREET CENTERLINE, UNLESS OTHERWISE NOTED.
13. 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.
14. IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANYTIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND MR. JOHN MADSEN, REPATRIATION COORDINATOR AT THE ARIZONA STATE MUSEUM, MUST BE CONTACTED IMMEDIATELY AT (520) 621-4795, PURSUANT TO A.R.S. 41-865.
15. IF ANY UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE SUBDIVISION ENGINEER.
16. THE BURROWING OWL IS IDENTIFIED AS A SENSITIVE SPECIES AND IS ADDRESSED UNDER THE TOWN OF MARANA'S HABITAT CONSERVATION PLAN. THE OWL, IS KNOWN TO OCCUR IN AND AROUND AGRICULTURAL FIELDS IN THE TOWN OF MARANA. THIS IS A VERY VISIBLE SPECIES; ALTHOUGH IT IS NOT LISTED AS ENDANGERED OR THREATENED, IT IS VERY EASY TO MANAGE. THE TOWN ENCOURAGES GRADING CREWS TO BE ALERT FOR THE BIRDS (WHICH CAN BE SPOTTED STANDING ON THE GROUND, PARTICULARLY ALONG THE PERIMETER OF FIELDS). 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.
17. 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.
18. PRIOR TO CONSTRUCTION AND/OR HEAVY EQUIPMENT TRAVEL OVER THE PIPELINE, DEVELOPER/CONTRACTOR SHALL (A) PROVIDE EPNG WITH A LIST OF ALL HEAVY EQUIPMENT PROPOSED TO CROSS OR PARK OVER THE PIPELINE, INCLUDING MAKE, MODEL, AND WEIGHT, SO THAT EPNG MAY MAKE PIPELINE STRESS CALCULATIONS FOR SAFETY; AND (B) DETERMINE THE PIPELINE'S DEPTH AT POINTS OF CROSSING.
19. SINCE THIS PROJECT WILL REQUIRE A BURROWING OWL SURVEY AND THE PROJECT AREA IS CURRENTLY FARM FIELDS, THE PROJECT AREA WILL NEED TO BE STAKED SO THAT JANINE SPENCER CAN IDENTIFY THE SURVEY AREA. ALSO, PLEASE MAKE SURE THAT ALL LAND OWNERS ARE AWARE THAT SHE WILL BE DOING THE SURVEY ONCE A DATE HAS BEEN ARRANGED WITH HER. THE REQUIRED BURROWING OWL SURVEY WILL NEED TO BE COMPLETED PRIOR TO THE ISSUANCE OF A GRADING PERMIT.

FOR PAVING NOTES, SEWER NOTES AND GENERAL NOTES - SEE SHEET 11
FOR STRIPING AND SIGNING NOTES SEE SHEET 14



Location Map

SCALE: 1" = 300'
0' 150 300 600

P19SD00058
APPROVED 07/02/2019

Doug Schneider, R.L.S.
Survey Supervisor/Associate
dschneider@rickengineering.com

RICK ENGINEERING COMPANY
3945 E Fort Lowell Rd, Suite 111
Tucson, Arizona 85712-1046
520-795-1000

"FOR SEWER AS-BUILT ONLY"
I HEREBY CERTIFY THAT THE AS-BUILT ANNOTATIONS PROVIDED ON THESE DRAWINGS 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.

WORK TO BE DONE

THE IMPROVEMENTS AND GRADING CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND SPECIFICATIONS AND STANDARD DETAILS OF PIMA ASSOCIATION OF GOVERNMENTS.

STANDARD SPECIFICATIONS

1) STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (2015 EDITION), PIMA ASSOCIATION OF GOVERNMENTS.
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.
2) PAVEMENT MARKING DESIGN MANUAL (AUGUST 2008 EDITION), PIMA COUNTY CITY OF TUCSON.
3) TRAFFIC SIGNING DESIGN MANUAL (MAY 2002 EDITION), PIMA COUNTY AND CITY OF TUCSON.
4) THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION.
5) UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION. MARICOPA ASSOCIATION OF GOVERNMENTS, 2012 EDITION.
6) SUBDIVISION STREET STANDARDS MANUAL, TOWN OF MARANA (2016 EDITION).
7) STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION (2016 EDITION) PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.

FOR HORIZONTAL CONTROL TIES, SEE SHEETS 2 & 5.

ACCEPTED

BY: _____ P.E. 2/27/18
TOWN OF MARANA DEVELOPMENT ENGINEER/TOWN ENGINEER DATE

BY: _____ A.I.C.P. 3/1/18
TOWN OF MARANA PLANNING DIRECTOR DATE
for

_____ 2-16-18
MARANA WATER DIRECTOR DATE

AS-BUILT CERTIFICATION:

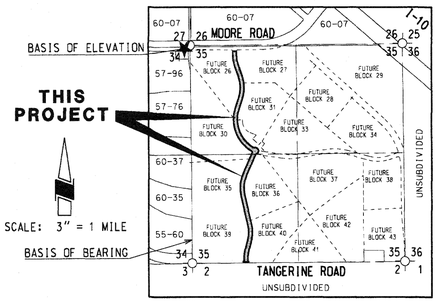
I HEREBY CERTIFY THAT THE "AS-BUILT" ANNOTATIONS PROVIDED ON THIS DRAWING WERE BASED ON AS-BUILT SURVEY CONDUCTED UNDER MY SUPERVISION AND ACCURATELY DEPICTS EXISTING FIELD CONDITIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____ 2-12-20
REGISTERED LAND SURVEYOR DATE

17479 — REGISTRATION NUMBER
06/30/2022 — EXPIRES

MARANA AZ WATER

NO.	BY	DATE	REVISION
7	REC	07/19	ADDED SHEET 19, REVISED SHEETS 12 & 15 &13
6	REC	04/19	REVISED SHEETS 1-5, 8-12, 14, 16-18
5	REC	12/18	REVISED SHEETS 5, 6 & 13-15
4	REC	11/18	REVISED SHEETS 4-7 & 9
3	REC	10/18	REVISED SHEETS 1-3, 5, 14 & 16&6
2	REC	07/18	REVISED SHEETS 7, 15
1	REC	05/18	REVISED SHEETS 6, 7 & 15, 16



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, AZ 85705
ATTN: DEAN WINGERT
(520) 888-3962

SHEET INDEX

1	COVER SHEET
2-8	PAVING AND SEWER PLAN & PROFILES
9-10, 15	DETAILS
11	NOTES
12-13	STRIPING AND SIGNING PLANS
14	STRIPING AND SIGNING NOTES
15	SIDEWALK INSTALLATION
16	LIMITS OF FARM IMPROVEMENTS REMOVALS

LEGEND

ITEM	STANDARD DETAIL	SYMBOL
A.C. PAVING (REGULAR)	SEE DETAIL C, SHEET 9	
6" VERTICAL CURB (TYPE 1G)	SD 209	
TOP OF CURB ELEVATION		TC 52.50
EXIST ELEVATION		(TC 49.5)
PROPOSED SEWER	RWRD 104	
PROPOSED SEWER MANHOLE	RWRD 205, RWRD 211	
PROPOSED MH W/CONC COLLAR	RWRD 212	
FUTURE NEW POTABLE WATERLINE W/VALVE	(FOR REFERENCE ONLY)	⊗ 12" W
FUTURE NEW NON-POTABLE WATERLINE W/VALVE	(FOR REFERENCE ONLY)	⊗ 8" NP
RIP RAP PAD		
DETAIL REFERENCE	X = DETAIL IDENTIFICATION, Y = SHEET SHOWING DETAIL	(X/Y)
PROPOSED SLOPE		1% 3%
RIP RAP SLOPE PROTECTION	SEE NOTE SHEETS 4-7	
EXIST CONTOUR		2750
PROPOSED CONTOUR		
DAYLIGHT LINE		
EASEMENT LINE		
DIRECTION OF FLOW OR SWALE		
Q_{100} DISCHARGE		
PROPOSED 100-YEAR FLOOD PRONE LIMITS		
CURB ACCESS RAMP	TOM SD 600-1 & 600-2	
CONCRETE SIDEWALK	SD 200	
SURVEY MONUMENT	SD 103	
EXIST SEWER AND MANHOLE		
EXIST UNDERGROUND ELECTRIC LINE		UGE
EXIST GAS LINE		G
EXIST OVERHEAD ELECTRIC/TV CABLE LINE		OHE/CATV
EXIST CURB & PAVEMENT		
PROJECT BOUNDARY		
LOT NUMBERS		23
TEP SWITCH CABINET	(FOR REFERENCE ONLY)	
TEP J-BOX	(FOR REFERENCE ONLY)	
TEP PULL BOX	(FOR REFERENCE ONLY)	
PHASE LINE		
SHEET INDEX		3

"AS-BUILT"

S-2017-008
ENG1707-003
PRV-06073

PUBLIC ROADWAY IMPROVEMENT AND PUBLIC SEWER PLANS FOR:
GLADDEN FARMS BLOCKS 26-43
MIDFIELD ROAD AND MIKE ETTER BOULEVARD

HORIZ: 1"= 300'	VERT: N/A		PROJ# 3622A
DESIGNER: SQH	06/17	ENGINEER: BMP	06/17
DRAFTER: RSM	06/17	CHECKED:	

SHEET: 7 1 OF 19

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
(FAX) 520-322-6956
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver
J-3622A

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

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\\srv_tuc1\RickStandards\Bentley SS3\rec_v7_Stds\WorkSpace\ProjectData\TUC v7_stds\pltcfg\Scripts\TUC_Hybrid.dscript

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Council-Regular Meeting **C3**

Meeting Date: 06/21/2022

To: Mayor and Council

From: Steven Cheslak, Principal Planner

Date: June 21, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-060: Relating to Development; approving a Final Re-Plat of The Preserve at Twin Peaks Lots 82 thru 85 and Common Area "B2" (Natural Open Space, Drainage, Landscape, Pedestrian, Public Sewer, and Utilities) & Common Area "C1" (Active Open Space), generally located east of Camino de Manana and approximately a quarter mile north of Lambert Lane (Steve Cheslak)

Discussion:

History
The final plat for The Preserve at Twin Peaks was approved by the Town Council on March 3, 2020, by the adoption of Resolution No. 2020-020 and recorded with the Pima County Recorder (Sequence Number 20200660138). The subdivision has since been developed by Lennar Homes and there have been 124 home permits issued as of June 1, 2022.

Request
The WLB Group, Inc., representing Lennar Communities Development, Inc., is requesting approval of a final re-plat of The Preserve at Twin Peaks, Lots 82 thru 85 & Common Area "B2" (Natural Open Space, Drainage, Landscape, Pedestrian, Public Sewer and Utilities), and Common Area "C1" (Active Open Space). The requested re-platting is for minor lot line common area adjustments to the approved final plat, affecting the boundary and size of lots 82, 83, 84, 85 and Common Area "B2" and "C1". The adjustments are required due to a field survey error and subsequent misplacement of the lot staking that has created lots and common areas that do not

conform to the recorded final plat. The overall effect of the re-platting adjustments is:

- Lot 82 will increase 86 square feet (from 8,540 sf to 8,626 sf),
- Lot 83 will increase 14 square feet (from 7,930 sf to 7,944 sf),
- Lot 84 will decrease 38 square feet (from 8,540 sf to 8,502 sf),
- Lot 85 will increase 61 square feet (from 8,825 sf to 8,886 sf),
- Common Area "B2" will decrease 466 square feet (from 35,736 sf to 35,270 sf),
- Common Area "C1" will increase 343 square feet (from 120,923 sf to 121,266 sf).

Staff Recommendation:

Staff has reviewed the proposed plat against the requirements of The Preserve at Twin Peaks Specific Plan, the Marana Land Development Code, the Marana General Plan, and the approved and recorded original final plat. The proposed plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2022-060, approving a Final Re-Plat of The Preserve at Twin Peaks, Lots 82 thru 85 and Common Area "B2" & "C2".

Attachments

Resolution No. 2022-060
PRV2203-005 The Preserve at Twin Peaks Replat
Location Map
Application

MARANA RESOLUTION NO. 2022-060

RELATING TO DEVELOPMENT; APPROVING A FINAL RE-PLAT FOR THE PRESERVE AT TWIN PEAKS LOTS 82 THRU 85 AND COMMON AREA "B2" (NATURAL OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, PUBLIC SEWER, AND UTILITIES) & COMMON AREA "C1" (ACTIVE OPEN SPACE), GENERALLY LOCATED EAST OF CAMINO DE MANANA AND APPROXIMATELY A QUARTER MILE NORTH OF LAMBERT LANE

WHEREAS The Preserve at Twin Peaks Specific Plan was approved by the Town Council on February 18, 2014 by the adoption of Ordinance No. 2014.004; and

WHEREAS the Preliminary Plat for The Preserve at Twin Peaks, Lots 1 through 195 and Common Areas "A", "B", and "C" was approved by the Town Council on November 17, 2015 by the adoption of Resolution No. 2015-120; and

WHEREAS the Final Plat for The Preserve at Twin Peaks, Lots 1 through 190 and Common Areas "A", "B", and "C" was approved by the Town Council on March 3, 2020, by the adoption of Resolution No. 2020-020 and recorded with the Pima County Recorder (Sequence Number 20200660138); and

WHEREAS The WLB Group, Inc., representing Lennar Communities Development, Inc., has applied for approval of the final re-plat for The Preserve at Twin Peaks, Lots 82 thru 85 and Common Area "B2" (Natural Open Space, Drainage, Landscape, Pedestrian, Public Sewer and Utilities) & Common Area "C1" (Active Open Space), generally located east of Camino de Manana and approximately a quarter mile north of Lambert Lane; and

WHEREAS the Mayor and Town Council, at its June 21, 2022 meeting, determined that the final re-plat for The Preserve at Twin Peaks should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final re-plat for The Preserve at Twin Peaks, Lots 82 thru 85 and Common Area "B2" (Natural Open Space, Drainage, Landscape, Pedestrian, Public Sewer and Utilities) & Common Area "C1" (Active Open Space) is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of June, 2022.

Mayor Ed Honea

ATTEST:

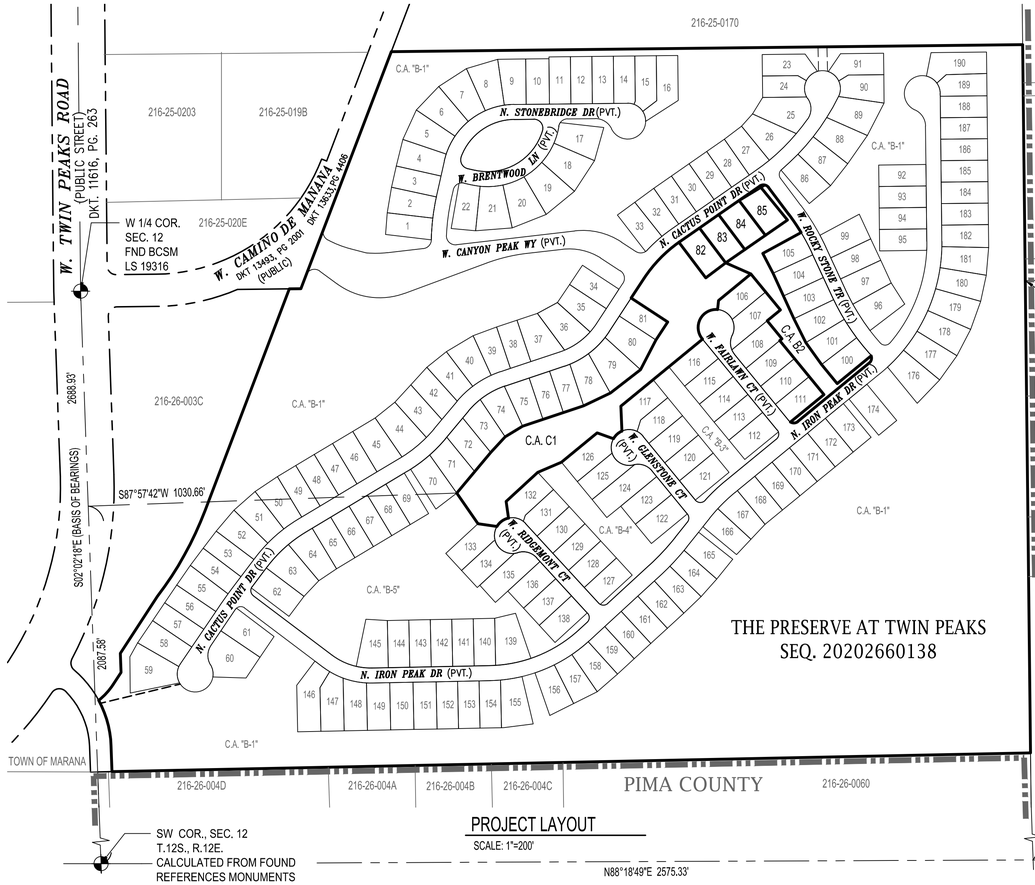
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

GENERAL NOTES

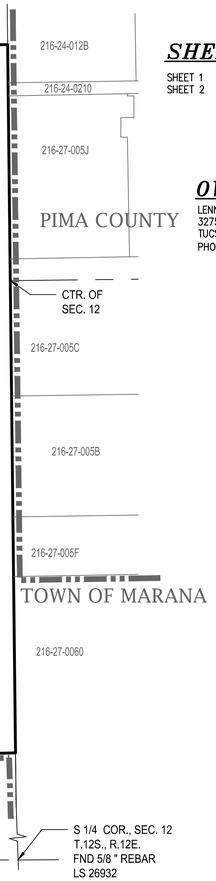
1. THE GROSS AREA OF THE SUBDIVISION IS 4.37 AC OR SQ. FT.=190,494±.
2. THE EXISTING ZONING FOR THIS PARCEL IS "F" (SPECIFIC PLAN) AND WILL REMAIN PER ORDINANCE 2014.004.
3. THE NUMBER OF LOTS IS 4. DENSITY IS 1.11 RAC.
4. THE MINIMUM ALLOWABLE LOT SIZE IS SIX THOUSAND (6,000) SQUARE FEET.
5. LOT SIZE: MAXIMUM LOT AREA=8,886 SQ FT. MINIMUM (ACTUAL) LOT AREA=7,944 SQ. FT. AVERAGE LOT SIZE IS 8,490 SQ. FT.
6. BUILDING HEIGHTS:BUILDINGS AND STRUCTURES SHALL HAVE HEIGHT NOT GREATER THAN TWO-STORIES OR THIRTY (30) FEET
7. MINIMUM FRONT, SIDE AND REAR YARDS SETBACKS
   A. THE REQUIRED FRONT YARD SETBACK SHALL BE A MINIMUM OF TEN (10) FEET, EXCEPT WHERE GARAGES OPEN OR FACE DIRECTLY ONTO AN ABUTTING STREET, IN WHICH CASE THE GARAGE SETBACK SHALL BE A MINIMUM OF TWENTY (20) FEET. MAXIMUM OF 35% OF THE LOTS MAY HAVE A REDUCED SETBACK TO 10 FEET, WITH THE BALANCE OF THE SETBACKS BEING 20 FEET OR GREATER.
   B. THE REQUIRED SIDE YARD SETBACK SHALL BE A MINIMUM OF FIVE (5) FEET, WITH A STREET SIDE SIDE YARD SETBACK HAVING A MINIMUM OF TEN (10) FEET.
   C. THE REQUIRED REAR YARD SETBACK SHALL BE A MINIMUM OF TWENTY (20) FEET.
   D. WHERE THE FRONT YARD SETBACK IS INCREASED ABOVE THE TWENTY (20) FEET, THE REAR YARD SETBACK MAY BE REDUCED BY ONE FOOT FOR EACH FOOT OF FRONT YARD INCREASE, BUT SHALL NOT BE REDUCED TO BELOW FIFTEEN (15) FEET. WHERE THE FRONT YARD SETBACK IS DECREASED BELOW THE MINIMUM TWENTY (20) FEET, THE REAR YARD SETBACK SHALL BE INCREASED BY ONE (1) FOOT FOR EACH FOOT OF FRONT YARD DECREASE, BUT SHALL NOT BE REQUIRED TO BE OVER TWENTY-FIVE (25) FEET.
8. PARKING SPACES: 2 PER LOT IN GARAGE; 2 PER LOT IN DRIVEWAY = 16 SPACES.
9. THE BASIS OF BEARING: THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 12, T-12-S, R-12-E, GILA AND SALT MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA, SAID BEARING BEING S02°02'18"E.
10. BASIS OF ELEVATION: PID MBP0505 DESIGNATION MBP90R, BEING A 2-3/4" BCSM IN CONCRETE "T.O.M. RLS 19316", 48' EAST OF THE INTERSECTION OF TWIN PEAKS ROAD AND BLUE BONNET ROAD. SAID ELEVATION IS 2386.61 (NAVD 88).
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. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
14. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
15. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
16. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
17. A TOTAL OF 0.00 MILES OF NEW STREETS WILL BE CONSTRUCTED.
18. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
19. A STREET TREE SHALL BE PLANTED ON EACH LOT IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN AND WILL BE SUBJECT TO THE MAINTENANCE REQUIREMENTS DEFINED IN THE MARANA LAND DEVELOPMENT CODE.
20. 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.
21. ALL DEVELOPMENT WITHIN THE PLAT AREA WILL BE SUBJECT TO THE TOWN OF MARANA RESIDENTIAL DESIGN STANDARDS.
22. THE ADMINISTRATIVE ADDRESS FOR THIS PROJECT IS 5271 W. CAMINO DE MANANA, TUCSON, AZ 85742



PROJECT LAYOUT

SCALE: 1"=200'

THE PRESERVE AT TWIN PEAKS
SEQ. 20202660138



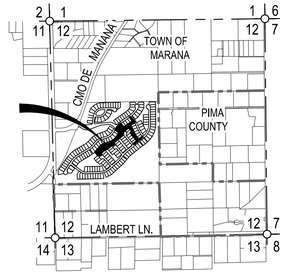
SHEET INDEX

SHEET 1 COVER SHEET
SHEET 2 PLAN SHEETS

THIS PROJECT

OWNER

LENNAR ARIZONA, INC.
3275 W. INA ROAD, SUITE 275
TUCSON, AZ 85741
PHONE: (520) 618-4126



LOCATION PLAN

A PORTION OF SECTION 12, T. 12 S., R. 12 E., G.&S.R.M.,
PIMA COUNTY, ARIZONA
SCALE 3"=1 MILE

SEQUENCE NUMBER

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 SAID LAND IN THE MANNER SHOWN ON THIS PLAT.

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

UTILITY AND OTHER EASEMENTS AS SHOWN HEREON, ARE GRANTED TO THE TOWN OF MARANA, PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS AND OTHER USES AS DEFINED BY THIS PLAT, 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.

PRIVATE DRAINAGEWAYS AND COMMON AREAS, AS SHOWN ON THIS PLAT, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES. COMMON AREAS, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND PUBLIC 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 THE LAND OF ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NO. 20200660163, IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY OF ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRUST NO. 201832-S, AS TRUSTEE ONLY AND NOT OTHERWISE.

TRUST OFFICER OF TRUST No. 201832-S _____ DATE

BENEFICIARY OF TRUST
LENNAR ARIZONA
3275 W. INA ROAD, SUITE 275
TUCSON, AZ 85741

ASSURANCES

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

BY _____ _____
TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

_____ _____
MARANA WATER DIRECTOR DATE

BASIS OF BEARINGS

THE WEST LINE OF THE S.W. 1/4 OF SECTION 12, T-12-S, R-12-E, G.S.R.M.
TOWN OF MARANA, PIMA COUNTY, ARIZONA
SAID BEARING BEING: S02°02'18"E.

BASIS OF ELEVATION

BEING A 2-3/4" BCSM IN CONCRETE "T.O.M. RLS 19316",
48' EAST OF THE INTERSECTION OF TWIN PEAKS & BLUE BONNET.
SAID ELEVATION BEING: 2386.61 FEET (NAVD 88)

LAND USES

COMMON AREA:		USE:
COMMON AREA "B2"	= 35,270 SQ. FT. or 0.81 Acres	NATURAL OPEN SPACE / DRAINAGE / LANDSCAPE / PEDESTRIAN / PUBLIC SEWER & UTILITIES
COMMON AREA "C1"	= 121,266 SQ. FT. or 2.78 Acres	ACTIVE OPEN SPACE
RESIDENTIAL LOTS: LOTS 82-85	= 33,958 SQ. FT. or 0.78 Acres	
SQ. FT. TOTAL	= 190,494 SQ. FT. or 4.37 Acres	

APPROVALS

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

BY _____ _____
MARANA PLANNING MANAGER DATE

BY _____ _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE

CERTIFICATION

I, _____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 2022.

BY _____ _____
CLERK OF THE TOWN OF MARANA DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF_____, 2022, BY _____, THE TRUST OFFICER OF TITLE SECURITY AGENCY, LLC TRUST NO. 201832-S. ON BEHALF OF THE TRUST.

MY COMMISSION EXPIRES NOTARY PUBLIC

_____

LEGEND

SUBDIVISION BOUNDARY	CA COMMON AREA
ADJACENT LOT LINE	SVT SIGHT VISIBILITY TRIANGLE
LOT LINE	NAE NO ACCESS EASEMENT
EASEMENT LINE	PUE PUBLIC UTILITY EASEMENT
MATCH LINE	R-7 ZONING DESIGNATION
SECTION LINE	SECTION CORNER / QUARTER SECTION CORNER
RIGHT OF WAY	
CENTER LINE	
1/2" IRON PARCEL PIN TO BE SET BY AN ARIZONA RLS	
TOWN LIMITS	

CERTIFICATION

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

DAVID W. LITTLE PE NO. 36234

CERTIFICATION

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.

PETER D. COTE RLS NO. 44121





RE-PLAT FOR THE PRESERVE AT TWIN PEAKS

LOTS 82 THRU 85 AND COMMON AREA "B2" (NATURAL OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, PUBLIC SEWER AND UTILITIES) & COMMON AREA "C1" (ACTIVE OPEN SPACE), A RE-PLAT OF A PORTION OF THE PRESERVE AT TWIN PEAKS LOTS 1 THRU 190 AND COMMON AREA "A" (PRIVATE STREETS)COMMON AREAS "B1"-"B5" (NATURAL OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, PUBLIC SEWER AND UTILITIES) & COMMON AREAS "C1", "C2" (ACTIVE OPEN SPACE), AS RECORDED IN SEQUENCE NO. 20200660138

A PORTION OF THE WEST HALF OF SECTION 12, TOWNSHIP 12 SOUTH,
RANGE 12 EAST, GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

PROJECT NO. PRV2203-005, *ENG1907-001*
RELATED CASE NOS. – PRV1907-002, PRV1503-003, PCZ12023 & LPR1506-004

JUNE, 2022 WLB JOB NO. 112026L-001 SHEET 1 OF 2

SEQUENCE NUMBER _____

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

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CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	0°30'15"	379.00'	3.33'	S54°56'38"W	3.33
C2	0°46'23"	18.00'	0.24'	S55°34'57"W	0.24
C3	87°02'08"	18.00'	27.34'	S80°30'48"E	24.79
C4	5°52'47"	599.00'	61.47'	S34°03'20"E	61.44
C5	70°31'44"	18.00'	22.16'	S15°21'45"W	20.78
C6	70°31'44"	18.00'	22.16'	S85°53'28"W	20.78
C7	134°05'29"	50.00'	117.02'	S27°40'21"W	92.08
C8	36°41'25"	50.00'	32.02'	S47°58'35"W	31.47
C9	46°39'28"	50.00'	40.72'	S54°12'33"W	39.60

1 10' P.U.E. PER SEQ. 20200660138

2 1' N.A.E. PER SEQ. 20200660138

COMMON AREA B-1

THE PRESERVE AT TWIN PEAKS
SEQ. 20202660138

W. CANYON PEAK WY
SEQ. 20200660138
(PRIVATE)

N. CACTUS POINT DR
SEQ. 20200660138
(PRIVATE)

SIGHT VISIBILITY TRIANGLE
SEE DETAIL THIS SHEET

82
8626 SF
0.20 AC

83
7944 SF
0.18 AC

84
8502 SF
0.20 AC

85
8886 SF
0.20 AC

COMMON AREA B-2

COMMON AREA C-1
121266 SQ FT
2.78 ACRES

W. ROCKY STONE TR
SEQ. 20200660138
(PRIVATE)

W. FAIRLAWN CT
SEQ. 20200660138
(PRIVATE)

35270 SQ FT
0.81 ACRES

W. GLENSTONE CT
SEQ. 20200660138
(PRIVATE)

W. RIDGEMONT CT
SEQ. 20200660138
(PRIVATE)

N. IRON PEAK DR
SEQ. 20200660138
(PRIVATE)

COMMON AREA B-3

COMMON AREA B-4

COMMON AREA B-5

S87°57'42"W 1030.66'
SECTION TIE
SEE SHEET 1

EROSION HAZARD
SETBACK LINE PER SEQ.
20200660138

100-YEAR
FLOOD LINE PER SEQ.
20200660138

SIGHT VISIBILITY TRIANGLE DETAIL
SCALE: 1"=40'

0' 40' 80' 120'

The WLB Group INC. **WLB**

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Tempe Az. 85282 PH.(480) 736-1600

Registered Professional Engineer (Civil)
CERTIFICATE NO.
36234
DAVID W.
LITTLE
6-2-22
Signed
ARIZONA U.S.A.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D.
COTE
6-2-22
Signed
ARIZONA U.S.A.

RE-PLAT FOR
THE PRESERVE AT TWIN PEAKS

LOTS 82 THRU 85 AND COMMON AREA "B2" (NATURAL OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, PUBLIC SEWER AND UTILITIES) & COMMON AREA "C1" (ACTIVE OPEN SPACE), A RE-PLAT OF A PORTION OF THE PRESERVE AT TWIN PEAKS LOTS 1 THRU 190 AND COMMON AREA "A" (PRIVATE STREETS)COMMON AREAS "B1"-"B5" (NATURAL OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, PUBLIC SEWER AND UTILITIES) & COMMON AREAS "C1", "C2" (ACTIVE OPEN SPACE), AS RECORDED IN SEQUENCE NO. 20200660138

A PORTION OF THE WEST HALF OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

PROJECT NO. PRV2203-005, *ENG1907-001*
RELATED CASE NOS. - PRV1907-002, PRV1503-003, PCZ12023 & LPR1506-004

JUNE, 2022 WLB JOB NO. 112026L-001 SHEET 2 OF 2

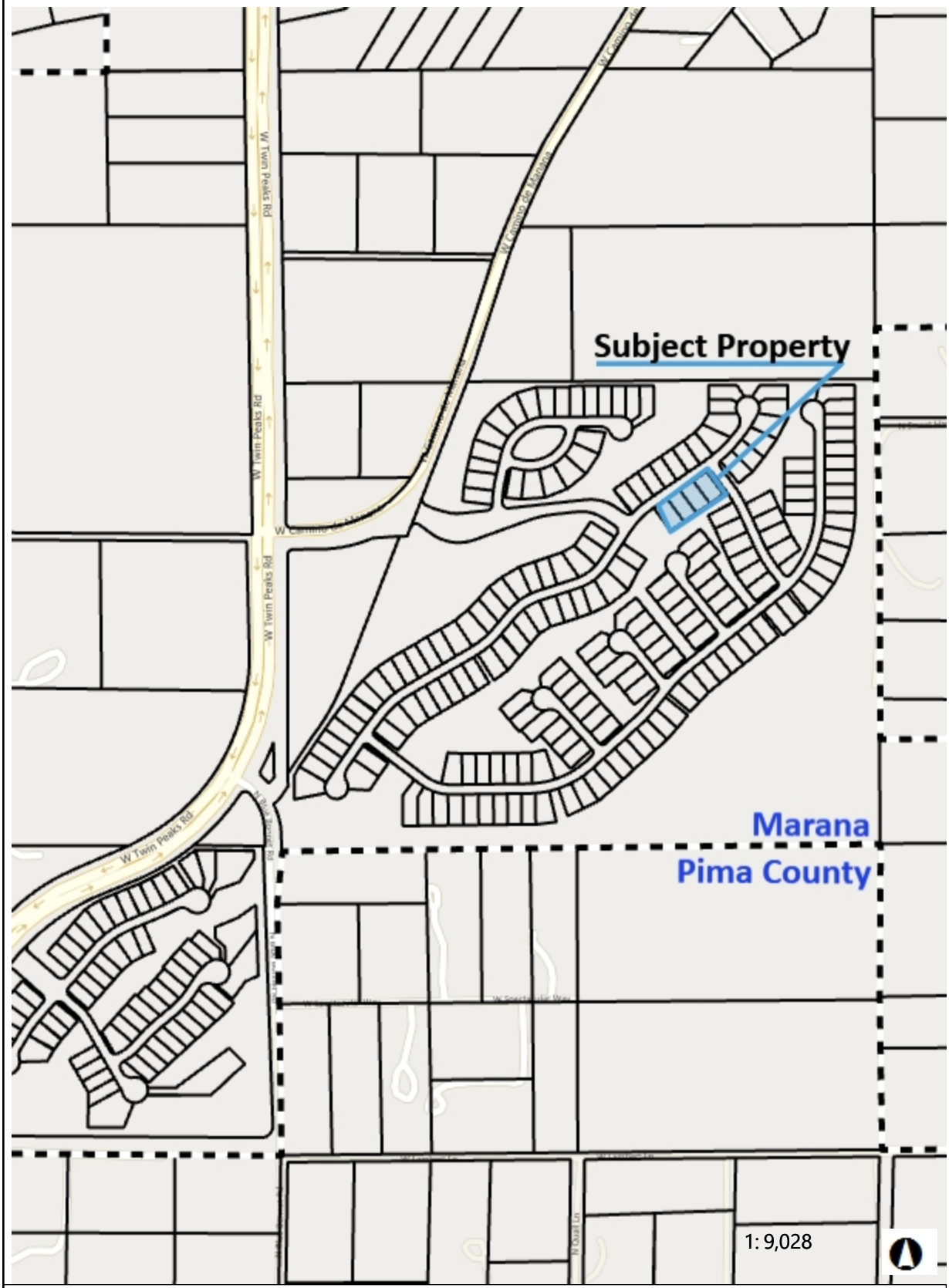
SEQUENCE NUMBER

SEQUENCE NUMBER

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Town of Marana Planning

Location Map





Legend

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

Notes

The Preserve at Twin Peaks Replat - PRV2203-005

0.3 0 0.14 0.3 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

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:	The Preserve at Twin Peaks	
Description of Project:	Resubdivision of Lots 82-85 & C.A. B2 & C1	Number of Lots: 4
Parcel No.(s):	216-26-0890; 0900; 0910; 0920; 1990	Gross Area (Acres): 3.59
Project Address:	5271 W. Camino De Manana	
Ref. Project No.:	PRV1907-002; PRV1503-003; PCZ12023	

CONTACT INFORMATION

Owner: Lennar Communities Development Inc.	Contact Name: Nicole Cantalicio		
Address: 3275 W. Ina Road Suite 275	City: Tucson	State: AZ	Zip: 85741
Email: nicole.cantalicio@lennar.com	Phone No.: (520) 747-0997		
Applicant: Same as above	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		
Consultant/Engineer: The WLB Group, Inc.	Contact Name: Linda Thompson		
Address: 4444 E. Broadway	City: Tucson	State: AZ	Zip: 85711
Email: lthompson@wlbgroup.com	Phone No.: (520) 390-1806		

OWNER/APPLICANT AUTHORIZATION

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

Linda Thompson	Linda Thompson Digitally signed by Linda Thompson Date: 2022.03.18 15:00:24 -07'00'	3/18/2022
Applicant Name (PRINT)	Signature	Date

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

Revision Date 03/29/2019

Council-Regular Meeting **C4**

Meeting Date: 06/21/2022

To: Mayor and Council

From: Spencer Hickman, Planner

Date: June 21, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-061: Relating to Development; approving a Final Plat for Gladden Farms Block 38B Lots 1 - 148 & Common Areas "A-1" - "A-8" & "B-1" - "B-2", located generally west of West Clark Farms Boulevard, south of West Mike Etter Boulevard, and north of West Tangerine Road (Spencer Hickman)

Discussion:

Request
Rick Engineering, on behalf of Crown West Land Group, is requesting the approval of a final plat consisting of 148 residential lots and common areas "A-1" - "A-8", and "B-1" - "B-2" on approximately 25.66 acres within the Gladden Farms II development.

Location
The subdivision will be located within Block 38B of the Gladden Farms Blocks 26-43 Block Plat (Book 62, Page 64) generally west of West Clark Farms Boulevard, south of West Mike Etter Boulevard, and north of West Tangerine Road.

Zoning
The zoning for Block 38B is "SP" - Specific Plan (Gladden Farms II) with a land use designation of High Density Residential (HDR). The HDR land use permits detached single-family detached homes with a minimum lot size of 3,500 square feet. The proposed plat minimum lot size is 4,602 square feet. The proposed plat maximum lot size is 7,255 square feet. The proposed plat average lot size is 4,867 square feet.

Transportation

The subdivision will have two entries from West Clark Farms Boulevard on West Williamson Street, by a 42-foot public right-of-way, and West Sumullen Street, a 60-foot right-of-way. The typical internal street section is a 42-foot wide public right-of-way.

Recreation, Park Requirements and Trails
Per the Gladden Farms II Specific Plan, 185 square feet of on-site recreation area per single-family detached residence is required. This subdivision requires a minimum of 27,380 square feet of recreation area. A total of 126,949 square feet of recreation area is provided within Common Areas "B-1" and "B-2".

Preliminary Plat
The preliminary plat for Gladden Farms Block 38B was approved by Town Staff on December 29, 2021.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2022-061, approving a Final Plat for Gladden Farms Block 38B Lots 1-148 & Common Areas "A-1" - "A-8" & "B-1" - "B-2".

Attachments

Resolution No. 2022-061
Gladden Farms Block 38B Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2022-061

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR GLADDEN FARMS BLOCK 38B LOTS 1 - 148 & COMMON AREAS "A-1" – "A-8" & "B-1" – "B-2", LOCATED GENERALLY WEST OF WEST CLARK FARMS BOULEVARD, SOUTH OF WEST MIKE ETTER BOULEVARD, AND NORTH OF WEST TANGERINE ROAD

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

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

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

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

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

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

WHEREAS Rick Engineering, on behalf of Crown West Land Group, has applied for approval of a final plat for a 148-lot single-family residential home subdivision within Block 38B of the Gladden Farms Blocks 28, 31-34, 37, 38, 42 and 43 block plat located west of West Clark Farms Boulevard, south of West Mike Etter Boulevard, and north of West Tangerine Road; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on June 21, 2022, determined that the Final Plat for Gladden Farms Block 38B Lots 1-148 & Common Areas "A-1" – "A-8" & "B-1" – "B-2"should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for Gladden Farms Block 38B Lots 1-148 & Common Areas "A-1" – "A-8" & "B-1" – "B-2" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of June, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER, 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.

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 25.66 ACRES: 1,117,637 SQUARE FEET.

2. THE EXISTING ZONING IS SP (SPECIFIC PLAN - GLADDEN FARMS II) PER ORDINANCE NO. 2006.03. THE LAND USE DESIGNATION IS HIGH DENSITY RESIDENTIAL (HDR) PER ORDINANCE NO. 2021.20.

3. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 148. THE DENSITY IS 5.77 RAC.

4. MINIMUM ALLOWABLE LOT SIZE IS 3,500 SQUARE FEET FOR RESIDENTIAL PER THE HDR LAND USE DESIGNATION.

5. MINIMUM LOT SIZE: 4,602 SF.
   MAXIMUM LOT SIZE: 7,255 SF.
   AVERAGE LOT SIZE: 4,867 SF.

6. MAXIMUM BUILDING HEIGHT: 30 FEET

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

8. PARKING SPACES REQUIRED: 2 OFF SITE SPACES PER UNIT WITHIN A FULLY ENCLOSED GARAGE = 296 SPACES
   PARKING SPACES PROVIDED: (2 PER GARAGE & 2 PER DRIVEWAY) = 592 SPACES

9. THE TYPE AND AREA OF LAND USE IS AS FOLLOWS:
   COMMON AREA "A" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) IS 1.55 AC, 67,492 SF
   COMMON AREA "B" (RECREATION, LANDSCAPE, UTILITIES DRAINAGE AND GRADING) IS 2.91 AC, 126,949 SF

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

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

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

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

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

15. TOTAL MILES OF NEW PUBLIC STREET IS 0.9.

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

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

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

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

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

GENERAL NOTES - CONTINUED

21. PER THE GLADDEN II SPECIFIC PLAN SECTION III.L, OPEN SPACE, RECREATION, PARKS AND TRAILS CONCEPT AND SECTION IV.C.3.E DEVELOPMENT STANDARDS - SMALL LOT SINGLE FAMILY DETACHED OF THE HDR LAND USE DESIGNATION, THE MINIMUM AREA (IN SQUARE FEET) FOR PRIVATE, COMMON ON-SITE RECREATION AREAS, SHALL BE 185 SQUARE FEET PER SINGLE FAMILY RESIDENCE. THIS PROJECT SHALL REQUIRE 21,904 SQUARE FEET OF DEVELOPED RECREATION AREA. A TOTAL OF 39,956 SQUARE FEET OF DEVELOPED RECREATION AREA IS PROVIDED IN THE BASIN IN COMMON AREA "B-2".

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

SEE SHEET 4 FOR ADDITIONAL NOTES

DEDICATION

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

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

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

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

FIDELITY NATIONAL TITLE AGENCY INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,423, AS TRUSTEE ONLY AND NOT OTHERWISE IN ITS CORPORATE CAPACITY.

TRUST OFFICIAL DATE

ACKNOWLEGEMENT

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

ON THIS ___ DAY OF_____, 2022, BEFORE ME PERSONALLY APPEARED _____ WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF FIDELITY NATIONAL TITLE AGENCY INC. TRUST NO. 60,423, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

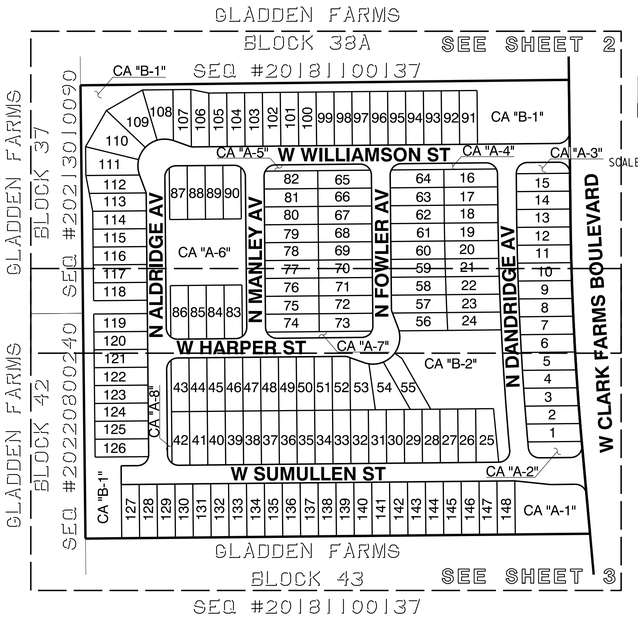
MY COMMISSION EXPIRES

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE BENEFICIARIES OF TRUST NO. 60,423, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST ARE:

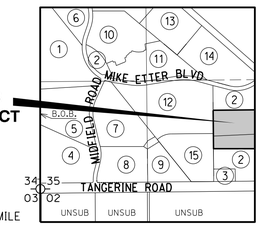
GLADDEN PHASE II, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
1350 AVENUE OF THE AMERICAS, SUITE 1600
NEW YORK, NY 10019-4801

GLADDEN PHASE II DEV. L.L.C., A DELWARE LIMITED LIABILITY COMPANY
1350 AVENUE OF THE AMERICAS, SUITE 1600
NEW YORK, NY 10019-4801



SCALE: 1"= 160'

1. SEQ #20192910094
2. SEQ #20181100137
3. SEQ #20173630469
4. SEQ #20121740308
5. SEQ #20182500081
6. SEQ #20173130070
7. SEQ #20193310053
8. SEQ #20190530029
9. SEQ #20071020612
10. SEQ #20211550210
11. SEQ #20212180270
12. SEQ #20213010090
13. SEQ #20220210094
14. SEQ #20220800235
15. SEQ #20220800240



LOCATION MAP

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

SHEET INDEX

1 COVER SHEET
2-3 PLAT SHEETS
4 NOTES & TABLES

LEGEND

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

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST FROM FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA LIMITED LIABILITY CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,423, FOR LOTS 1-148 AND ASSOCIATED COMMON AREAS AS RECORDED IN SEQ #2022_____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____
TOWN OF MARANA DATE

ADMINISTRATIVE ADDRESS

10235 WEST CLARK FARMS BOULEVARD, MARANA, ARIZONA 85653

RECORDING

SEQ: #2022_____

FEE: _____

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

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

CERTIFICATION OF SURVEY

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

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17479
DOUGLAS E. SCHNEIDER
5/31/22
Date Signed
ARIZONA U.S.A.

TOWN OF MARANA APPROVALS

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

MARANA PLANNING MANAGER DATE

MARANA WATER DIRECTOR DATE

CERTIFICATION

I,_____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 2022.

CLERK OF THE TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

MARANA WATER DIRECTOR DATE

FINAL PLAT FOR
GLADDEN FARMS
BLOCK 38B

LOTS 1 - 148 & COMMON AREAS "A-1"-"A-8" & "B-1"-"B-2"

COMMON AREA "A-1" THRU "A-8": (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B-1" THRU "B-2": (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

BEING A RESUBDIVISION OF BLOCK 38B, SEQ #20190530030 AND A PORTION OF BLOCK 43 OF GLADDEN FARMS 28, 31-34, 37, 38, 42 AND 43, SEQ #20181100137, PORTION OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ1708-002, PRV1710-002, PCZ2104-001, PRV2108-004 PRV2202-001

SHEET 1 OF 4

SEQUENCE #2022

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TUCSON, AZ 85712
520-795-1000
J-5138D
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San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

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GLADDEN FARMS
BLOCK 38A
SEQ #20181100137
©

GLADDEN FARMS
BLOCK 37
SEQ #20213010090
HDR

EAST 1/4 CORNER OF SECTION 35

35 | 36

SCALE: 1" = 40'
0' 20' 40' 80'

N89°21'20"E 1092.34'

S89°21'20"W 75'

N00°38'40"W 629.2'

S00°38'40"E 302.68'

75.00'

180.84'

N89°27'17"E 820.84'

N89°27'17"E 1001.92'

N89°27'17"E 600.00'

N89°21'20"E 108.30'

S78°37'37"E 40.88'

S60°25'38"W 92.44'

N46°23'03"W 120.00'

N69°23'03"W 116.51'

S29°53'41"W 93.76'

N76°23'03"W 122.37'

N69°26'19"E 60.00'

S20°33'41"E 40.00'

S19°28'41"W 60.00'

S70°31'46"E 42.00'

R=60.00' Δ=130°01'55" 36.98' 31.42' 0.57'

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12

10' 116.85'

W WILLIAMSON STREET (5)
(PUBLIC STREET)

222.00' 282.00' 281.99' 140.93'

21.0' 21.0'

CA "B-1"
86993 SF

CA "B-1"
86993 SF

109 7021 SF
110 7255 SF
111 5824 SF
112 4969 SF
113 4946 SF
114 4800 SF
115 4800 SF
116 4800 SF
117 4800 SF
118 4800 SF
119 4800 SF
120 4800 SF

108 5846 SF
107 4845 SF
106 4969 SF
105 4800 SF
104 4800 SF
103 4800 SF
102 4800 SF
101 4800 SF
100 4800 SF
99 4800 SF
98 4800 SF
97 4800 SF
96 4800 SF
95 4800 SF
94 4800 SF
93 4800 SF
92 4800 SF
91 4800 SF

87 4776 SF
88 4800 SF
89 4800 SF
90 4776 SF

86 4776 SF
85 4800 SF
84 4800 SF
83 4776 SF

CA "A-6"
30966 SF

CA "A-5"
3089 SF

82 4791 SF
65 4791 SF
81 4800 SF
66 4800 SF
80 4800 SF
67 4800 SF
79 4800 SF
68 4800 SF
78 4800 SF
69 4800 SF
77 4800 SF
70 4800 SF
76 4800 SF
71 4800 SF
75 4800 SF
72 4800 SF
74 4791 SF
73 4791 SF

CA "A-7" 3089 SF

CA "A-4"
3089 SF

64 4791 SF
16 4790 SF
63 4800 SF
17 4800 SF
62 4800 SF
18 4800 SF
61 4806 SF
19 4800 SF
60 4823 SF
20 4799 SF
59 4848 SF
21 4799 SF
58 4883 SF
22 4799 SF
57 4921 SF
23 4799 SF
56 4602 SF
24 4799 SF

CA "A-3"
2729 SF

15 4804 SF
14 4805 SF
13 4806 SF
12 4807 SF
11 4807 SF
10 4808 SF
9 4808 SF
8 4809 SF
7 4810 SF
6 4811 SF

N ALDRIDGE AVENUE (5)
(PUBLIC STREET)

N MANLEY AVENUE (5)
(PUBLIC STREET)

N FOWLER AVENUE (5)
(PUBLIC STREET)

N DANDRIDGE AVENUE (5)
(PUBLIC STREET)

W HARPER STREET (5)
(PUBLIC STREET)

W CLARK FARMS BOULEVARD
(EXIST PUBLIC STREET)
Bk 62, PG 64 & SEQ #20211340123

150' R/W

L=584.13' R=6716.00' Δ=4°59'00"

L=516.11' R=6575.00' Δ=4°29'51"

SEE SHEET 3

SEE SHEET 4 FOR LINE AND CURVE TABLES

KEYNOTES

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

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-5138D
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17479
DOUGLAS E. SCHNEIDER
5/31/22
Date Signed
ARIZONA U.S.A.

FINAL PLAT FOR

GLADDEN FARMS BLOCK 38B

LOTS 1 - 148 & COMMON AREAS "A-1"-"A-8" & "B-1"-"B-2"

COMMON AREA "A-1" THRU "A-8": (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B-1" THRU "B-2": (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

BEING A RESUBDIVISION OF BLOCK 38B, SEQ #20190530030 AND A PORTION OF BLOCK 43 OF GLADDEN FARMS 28, 31-34, 37, 38, 42 AND 43, SEQ #20181100137, PORTION OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ1708-002, PRV1710-002, PCZ2104-001, PRV2108-004

PRV2202-001
SHEET 2 OF 4

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SEQUENCE #2022

SEQUENCE #2022

SEE SHEET 2

SEQUENCE #2022

SCALE: 1" = 40'
0' 20' 40' 80'

GLADDEN FARMS
BLOCK 42
SEQ #20220800240
HDR

S00°37'54"E 1018.82'

117
118
CA "B-1"
119
120

86 85 84 83

76 71
75 72
74 73

58 22
57 23
56 24

10 9 8 7 6

CA "A-7" 3089 SF

W HARPER STREET (5) (PUBLIC STREET)

222.00'
N89°27'17"E 504.00'
N89°27'17"E 190.00'
282.00'
21.0'
21.0'

N89°27'17"E 120.00'
121 4800 SF
122 4800 SF
123 4800 SF
124 4800 SF
125 4800 SF
126 4799 SF
N89°27'17"E 119.49'
C49
35.00'

N ALDRIDGE AVENUE (5) (PUBLIC STREET)
N0°32'43"W 711.82'
282.00'
N0°32'43"W 320.00'
N0°32'43"W 190.00'

CA "A-8"
2180 SF

43 4776 SF
44 4800 SF
45 4800 SF
46 4800 SF
47 4800 SF
48 4800 SF
49 4800 SF
50 4800 SF
51 4800 SF
52 4788 SF
53 5326 SF
54 5803 SF
55 5315 SF
42 4776 SF
41 4800 SF
40 4800 SF
39 4800 SF
38 4800 SF
37 4800 SF
36 4800 SF
35 4800 SF
34 4800 SF
33 4800 SF
32 4800 SF
31 4800 SF
30 4800 SF
29 4800 SF
28 4800 SF
27 4800 SF
26 4800 SF
25 5432 SF

N89°27'17"E 55.80'
78.21'
45.79'
N89°27'17"E 140.19'
S81°01'25"E 103.67'
S29°40'35"E 130.75'
S29°40'35"E 121.87'
S53°51'56"E 20.00'
N70°31'46"W 8.51'
N70°31'46"W 33.49'
N19°28'14"E 60.00'
S69°28'19"W 60.00'
L13
C38
C39
C37
C36
Δ=180°01'55"
52.45'
L=136.17' R=60.00'
32.51'
33.00'
11.23'
32.00'

CA "B-2"
39956 SF

N89°27'17"E 120.30'
5 4813 SF
N89°27'17"E 120.34'
4 4814 SF
N89°27'17"E 120.38'
3 4816 SF
N89°27'17"E 120.42'
2 4818 SF
N89°27'17"E 120.47'
1 4820 SF
N89°27'17"E 120.53'
40.05'
40.06'
40.08'
40.09'
40.11'
40.12'

CA "A-2"
4045 SF
12.84'
8.84'
L4 L5 L6 L7
C5 C4
N89°27'17"E 70.39'
9.36'

L=584.13' R=6716.00' Δ=4°59'00"
266.59'
N05°08'37"W 106.31'

N DANDRIDGE AVENUE (5) (PUBLIC STREET)

W CLARK FARMS BOULEVARD (EXIST PUBLIC STREET)
BK 62, PG 64 & SEQ #20211340123

SV1 SV2 SV3 SV4 SV5 SV6
50.54'
C50
C49
C48
C47
C46
C45
C44
C43
C42
C41
36.97'
82.97'
25.00'

W SUMULLEN STREET (5) (PUBLIC STREET)
21.0'
21.0'
N89°27'17"E 880.00'
N89°27'17"E 715.54'
811.38'
N89°27'17"E 1111.05'
141.46'
60'
75.24'
S84°05'28"E 80.06'
N89°27'17"E 55.59'
S5°08'37"E 198.12'
C1 C2 C3

CA "B-1"
86993 SF

127 4800 SF
128 4800 SF
129 4800 SF
130 4800 SF
131 4800 SF
132 4800 SF
133 4800 SF
134 4800 SF
135 4800 SF
136 4800 SF
137 4800 SF
138 4800 SF
139 4800 SF
140 4800 SF
141 4800 SF
142 4800 SF
143 4800 SF
144 4800 SF
145 4800 SF
146 4800 SF
147 4800 SF
148 4800 SF

CA "A-1"
18305 SF
10'
68.29'
L8 L9 L10 L11
167.14'
81.31'
N89°27'17"E 1128.46'

GLADDEN FARMS
BLOCK 43
SEQ #20181100137
HDR

SEE SHEET 4 FOR LINE AND CURVE TABLES

KEYNOTES

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

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17479
DOUGLAS E. SCHNEIDER
5/31/22
Date Signed
ARIZONA U.S.A.

FINAL PLAT FOR

GLADDEN FARMS BLOCK 38B

LOTS 1 - 148 & COMMON AREAS "A-1"-"A-8" & "B-1"-"B-2"

COMMON AREA "A-1" THRU "A-8": (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B-1" THRU "B-2": (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

BEING A RESUBDIVISION OF BLOCK 38B, SEQ #20190530030 AND A PORTION OF BLOCK 43 OF GLADDEN FARMS 28, 31-34, 37, 38, 42 AND 43, SEQ #20181100137, PORTION OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ1708-002, PRV1710-002, PCZ2104-001, PRV2108-004

PRV2202-001
SHEET 3 OF 4

RICK ENGINEERING COMPANY
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SEQUENCE #2022

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	85°24'13"	25.00'	37.26'	S47°50'37"W 33.91'
C2	53°07'48"	25.00'	23.18'	S31°42'25"W 22.36'
C3	32°16'24"	25.00'	14.08'	S74°24'31"W 13.90'
C4	94°35'31"	25.00'	41.27'	S42°09'31"E 36.74'
C5	85°27'23"	25.00'	37.29'	S47°49'02"E 33.93'
C6	89°54'03"	25.00'	39.23'	S45°35'42"W 35.32'
C7	90°00'00"	25.00'	39.27'	N44°27'17"W 35.36'
C8	90°05'57"	25.00'	39.31'	N44°24'18"E 35.39'
C9	53°07'48"	25.00'	23.18'	N25°55'14"E 22.36'
C10	36°58'08"	25.00'	16.13'	N70°58'13"E 15.85'
C11	90°00'00"	25.00'	39.27'	N45°32'43"W 35.36'
C12	26°20'11"	25.00'	11.49'	N13°42'49"W 11.39'
C13	63°39'49"	25.00'	27.78'	N58°42'49"W 26.37'
C14	90°00'00"	25.00'	39.27'	S44°27'17"W 35.36'
C15	63°39'49"	25.00'	27.78'	S57°37'22"W 26.37'
C16	26°20'11"	25.00'	11.49'	N12°37'22"W 11.39'
C17	90°00'00"	25.00'	39.27'	N45°32'43"W 35.36'
C18	26°20'11"	25.00'	11.49'	N13°42'49"W 11.39'
C19	63°39'49"	25.00'	27.78'	N58°42'49"W 26.37'
C20	90°00'00"	25.00'	39.27'	S44°27'17"W 35.36'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD
C21	26°20'11"	25.00'	11.49'	N12°37'22"W 11.39'
C22	63°39'49"	25.00'	27.78'	S57°37'22"W 26.37'
C23	90°00'00"	25.00'	39.27'	S45°32'43"W 35.36'
C24	53°07'48"	25.00'	23.18'	S27°06'38"W 22.36'
C25	36°52'12"	25.00'	16.09'	S72°06'38"W 15.81'
C26	90°00'00"	25.00'	39.27'	S44°27'17"W 35.36'
C27	36°52'12"	25.00'	16.09'	S71°01'11"W 15.81'
C28	53°07'48"	25.00'	23.18'	S26°01'11"W 22.36'
C29	90°00'00"	25.00'	39.27'	S45°32'43"E 35.36'
C30	53°07'48"	25.00'	23.18'	S27°06'38"E 22.36'
C31	36°52'12"	25.00'	16.09'	N72°06'38"E 15.81'
C32	90°00'00"	25.00'	39.27'	N44°27'17"E 35.36'
C33	36°52'12"	25.00'	16.09'	N71°01'11"E 15.81'
C34	53°07'48"	25.00'	23.18'	N26°01'11"E 22.36'
C35	90°00'00"	25.00'	39.27'	S45°32'43"E 35.36'
C36	26°20'11"	25.00'	11.49'	S13°42'49"E 11.39'
C37	63°39'49"	25.00'	27.78'	S58°42'49"E 26.37'
C38	90°00'00"	25.00'	39.27'	N44°27'17"E 35.36'
C39	63°39'49"	25.00'	27.78'	N57°37'22"E 26.37'
C40	26°20'11"	25.00'	11.49'	N12°37'22"E 11.39'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD
C41	90°00'00"	25.00'	39.27'	S44°27'17"W 35.36'
C42	36°52'12"	25.00'	16.09'	N71°01'11"W 15.81'
C43	53°07'48"	25.00'	23.18'	S26°01'11"W 22.36'
C44	90°00'00"	25.00'	39.27'	S45°32'43"E 35.36'
C45	26°11'16"	25.00'	11.43'	N77°27'05"W 11.33'
C46	53°07'48"	25.00'	23.18'	S27°06'38"E 22.36'
C47	90°00'00"	25.00'	39.27'	N44°27'17"E 35.36'
C48	78°27'47"	25.00'	34.24'	N50°13'23"E 31.62'
C49	11°32'13"	25.00'	5.03'	N5°13'23"E 5.03'
C50	101°04'32"	25.00'	44.10'	S38°55'01"E 38.60'

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S0°38'40"E	15.00'
L2	N89°21'20"E	5.00'
L3	S0°38'40"E	121.85'
L4	S0°32'43"E	10.00'
L5	S89°27'17"W	10.00'
L6	N0°32'43"W	10.00'
L7	N89°27'17"E	10.00'
L8	S5°08'31"E	92.44'
L9	N89°27'17"E	5.02'
L10	S5°08'31"E	15.05'
L11	N89°27'17"E	15.05'
L12	N45°32'43"W	29.70'
L13	S45°32'43"E	29.70'

SIGHT VISIBILITY TABLE

SVE LINE TABLE

LINE	DIRECTION	LENGTH
SV1	N84°56'26"E	79.16'
SV2	S5°33'55"E	6.25'
SV3	S89°27'17"W	79.46'
SV4	S89°27'17"W	112.03'
SV5	N0°32'43"W	2.94'
SV6	S86°58'09"E	127.28'
SV7	S84°56'26"W	97.34'
SV8	N89°27'17"E	82.04'
SV9	N0°32'43"W	2.66'
SV10	N89°27'17"E	112.03'
SV11	S0°32'43"E	2.94'
SV12	N86°58'09"W	127.28'

GENERAL NOTES - CONTINUED

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

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

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

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

SEQUENCE #2022

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17479
DOUGLAS E. SCHNEIDER
5/31/22
Date Signed
ARIZONA U.S.A.

FINAL PLAT FOR

GLADDEN FARMS
BLOCK 38B

LOTS 1 - 148 & COMMON AREAS "A-1"-"A-8" & "B-1"-"B-2"

COMMON AREA "A-1" THRU "A-8" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B-1" THRU "B-2" (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

BEING A RESUBDIVISION OF BLOCK 38B, SEQ #20190530030 AND A PORTION OF BLOCK 43 OF GLADDEN FARMS 28, 31-34, 37, 38, 42 AND 43, SEQ #20181100137, PORTION OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ1708-002, PRV1710-002, PCZ2104-001, PRV2108-004

PRV2202-001
SHEET 4 OF 4

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-5138D
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

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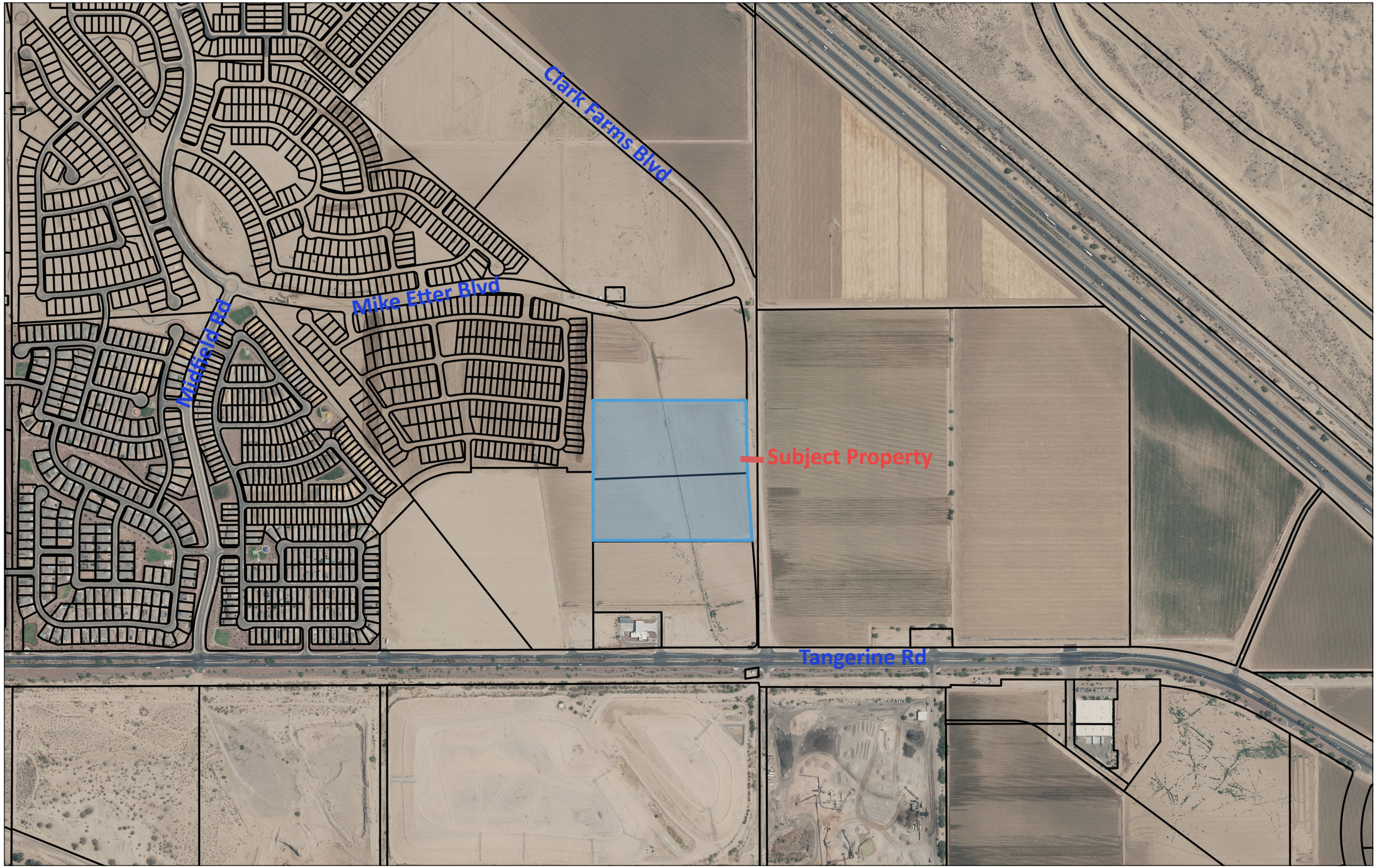
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SEQUENCE #2022

Town of Marana Planning

Location Map





Legend

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

1: 8,141

1,356.8 0 678.40 1,356.8 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Notes

MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Gladden Farms Block 38B Final Plat	
Description of Project:	Number of Lots: 148
Parcel No.(s): 217-54-342A & Part of 217-54-3440	Gross Area (Acres): 25.66
Project Address: 10235 West Clark Farms Boulevard	
Ref. Project No.: PRV2108-004	

CONTACT INFORMATION

Owner: Fid. Nat. Title TR 60423 Attn: Crown West	Contact Name: Dean Wingert		
Address: 333 E. Wetmore Road, #250	City: Tucson	State: AZ	Zip: 85705
Email: dwingert@crownwest.com	Phone No.: (520) 888-3962		
Applicant: Rick Engineering Company, Inc.	Contact Name: Steven Vasquez		
Address: 3945 E. Fort Lowell Road, #111	City: Tucson	State: AZ	Zip: 85712
Email: svasquez@rickengineering.com	Phone No.: (520) 795-1000		
Consultant/Engineer: Rick Engineering Company Inc	Contact Name: Bruce Paton		
Address: 3945 E. Fort Lowell Road, #111	City: Tucson	State: AZ	Zip: 85712
Email: bpaton@rickengineering.com	Phone No.: (520) 795-1000		

OWNER/APPLICANT AUTHORIZATION

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

Steven Vasquez	Steven E. Vasquez	10, FEB. 2022
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No._____ **Date Received**_____

Council-Regular Meeting **C5**

Meeting Date: 06/21/2022

To: Mayor and Council

Submitted For: Curt Woody, Director of Economic Development and Tourism

From: Jane Fairall, Town Attorney

Date: June 21, 2022

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:
PRINCIPLE STATEMENT 2 WE WILL SEEK AND RETAIN DIVERSE INDUSTRIES AND COMMERCE.Initiative 14 Partner with Marana Chamber of Commerce to conduct regular business walks.

Subject: Resolution No. 2022-062: Relating to Economic Development; approving and authorizing the Mayor to execute a Funding Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2022-2023 to support operation of the Marana Visitor Center and provision of services to the Marana community (Jane Fairall)

Discussion:

The Marana Chamber of Commerce was established in 1987 with a vision to "Build Business and Community Relationships." The Chamber's mission is for staff and members to work collaboratively with all industries and levels of government to build a balance between economic growth and quality of life in our community. For many years, the Town and the Chamber have worked collaboratively to promote economic development and commerce in the Town of Marana, with the Town providing annual funding to the Chamber for these purposes pursuant to a funding agreement approved by Council.

Under the proposed agreement for FY 22-23, the Town will provide $70,000 in funding

for the Chamber's operation of the Marana Visitor Center and for other activities undertaken by the Chamber pursuant to the agreement. Under the agreement, the Chamber will:
1. Operate the Marana Visitor Center during established business hours of 8:30 AM – 4:30 PM, Monday through Friday, observing regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information Centers. The Chamber and Town will also collaborate on finding ways to improve the Visitor Center's appearance and experience, and in finding volunteer staffing for the Center.
2. Provide a link to the Town's tourism website for visitor information.
3. Provide opportunities, as requested, for representatives of the Town to address the Marana community. These opportunities may be as part of another event organized by the Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events.
4. Produce and distribute a map of Marana streets and incorporated boundaries and a membership directory. The Town may request up to 2,500 maps and directories from the Chamber for the Town's own distribution.
5. Organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs.
6. Collaborate with the Town on questions and methodology used to conduct surveys of the Marana community regarding the local business climate.
7. Partner with the Town to promote tourism, including participating in any tourism development initiatives organized and implemented by the Town.
8. Partner with the Marana Film Office on events and activities to promote the film industry in the Town.

The Chamber will monitor and report quarterly on progress in each of these categories.The term of the agreement is one year, expiring on June 30, 2023.

Financial Impact:

Fiscal Year:	2023
Budgeted Y/N:	Y
Amount:	$70,000

The amount of $70,000 is budgeted in the Bed Tax Fund.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2022-062, approving and authorizing the Mayor to execute a Funding Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2022-2023 to support the operation of the Marana Visitor Center and provision of services to the Marana community.

Attachments

Resolution No. 2022-062
Exhibit A to Resolution

MARANA RESOLUTION NO. 2022-062

RELATING TO ECONOMIC DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE TOWN OF MARANA AND THE MARANA CHAMBER OF COMMERCE, INC. FOR FISCAL YEAR 2022-2023 TO SUPPORT OPERATION OF THE MARANA VISITOR CENTER AND PROVISION OF SERVICES TO THE MARANA COMMUNITY

WHEREAS the Marana Strategic Plan IV includes "Commerce" as a focus area with a principle statement to seek and retain diverse industries and commerce in order to promote sustainable economic health; and

WHEREAS the Marana Chamber of Commerce operates the Marana Visitor Center and provides other services to the Town and the community; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the public to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for FY 2022-2023, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of June, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

FUNDING AGREEMENT
MARANA CHAMBER OF COMMERCE, INC.

THIS FUNDING AGREEMENT ("Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation ("Town") and the MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) nonprofit corporation ("Chamber"). The Town and Chamber are sometimes referred to collectively as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. Town has established a need for economic development activities to ensure a sustainable community.

B. Commerce is identified as one of the five focus areas of the Marana Strategic Plan adopted by the Town Council.

C. Chamber operates a Visitor Center and provides other services for the community that provide information about Town's attractions and business services benefitting the Town and its residents.

D. Town has determined that the general welfare of the citizens of Marana will be substantially advanced by authorizing the funding under the terms and conditions and for the purposes as set forth in this Agreement.

E. The Parties acknowledge that tracking Town payments and Chamber outputs and outcomes resulting from Town funding is prudent practice to assure that public funds are appropriately used and that the public receives the anticipated benefits of the funding.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here by reference, the Parties agree as follows:

Section 1. Funding. Town hereby commits $70,000 of funding from Town's Fiscal Year 2022-2023 budget to Chamber to assist in funding Chamber's activities under this Agreement.

Section 2. Outputs. Between July 1, 2022 and June 30, 2023, Chamber hereby agrees to provide the following outputs with Town general assistance funding provided under this agreement:

2.1. Chamber will operate the Marana Visitor Center during established business hours of Monday through Thursday, 9:00 am to 4:00 pm,

and Friday 9:00 am to 12:00 pm, observing regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information Centers. The Chamber and Town will collaborate on finding ways to improve the Visitor Center's appearance and experience, and staffing from volunteers.

2.2. Chamber will provide a link on its website to the Town's tourism website for visitor information.

2.3. Chamber will provide opportunities, as requested, for representatives of Town to address the Marana community. These opportunities may be as part of another event organized by Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events.

2.4. Chamber will produce and distribute a map of Marana streets and incorporated boundaries and a membership directory. Town may request from Chamber a maximum of 2,500 maps and 2,500 directories for its own distribution.

2.5. Chamber will organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs.

2.6. Chamber will collaborate with Town on questions and methodology used to conduct surveys of the Marana community regarding the local business climate.

2.7. Chamber will partner with Town to promote tourism, including, but not limited to, participating in any tourism development initiatives organized and implemented by Town.

2.8. Chamber will partner with the Marana Tourism office on events and activities to promote the film industry in Town.

Section 3. Payments. Town shall pay Chamber in three installments of $23,333.33 each, once per quarter, except the fourth quarter of Town's fiscal year, upon receipt of a completed Payment Request Form in substantially the form attached as Exhibit A.

Section 4. Reporting. Within 15 days after the end of each calendar quarter for which Chamber receives funding under this Agreement or before receiving its next quarterly payment, whichever occurs first, Chamber shall complete and submit to Town a written quarterly report in substantially the form attached as Exhibit B, demonstrating Chamber's progress toward the outputs listed in Section 2 of this Agreement. Town may additionally request a written or oral

report from Chamber at any time demonstrating Chamber's progress in complying with each of the outputs listed in Section 2 of this Agreement.

Section 5. Required Insurance. Before receiving any payment under this Agreement, Chamber shall deliver to Town one or more certificates of insurance with carriers acceptable to Town evidencing the following minimum coverages for at least the term of this Agreement:

5.1. $1,000,000 per occurrence commercial general liability coverage with Town listed as additional insured. Chamber shall deliver an additional insured endorsement along with the certificate(s) of insurance required by this Section. As an additional insured, Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of Chamber.

5.2. $1,000,000 per occurrence business automobile liability (if the Chamber has vehicles).

5.3. $1,000,000 per occurrence directors and officers coverage with Town listed as additional insured.

5.4. State of Arizona minimum workers' compensation coverage (if Chamber has paid staff).

5.5. The coverage requirements specified in this Section may not be changed or modified except by written agreement signed by all Parties.

Section 6. Corporate Documents. Before receiving initial payment under this Agreement, Chamber shall ensure that copies of the following Chamber documentation, including any and all amendments are on file with Town:

6.1. Articles of incorporation.

6.2. Current bylaws.

6.3. List of current members of Chamber's Board of Directors.

6.4. Current fiscal year's budget approved by Chamber's Board of Directors.

6.5. Internal Revenue Service designation letter.

Section 7. Amendments to Insurance and Documentation. True and accurate copies of any amendments during the term of this Agreement to coverages or terms of insurance required by Section 5 above or to Chamber's corporate documentation listed in Section 6 above shall be provided to the Town as soon as practicable after approval, but in any event not later than one calendar week after they become effective. Amendments that reduce the insurance coverages below the minimums set forth in Section 5 above or that in the Town's reasonable opinion materially affect the Chamber's ability to deliver the outputs set forth in Section 2 above constitute default for which Town may withhold payment until

Chamber restores the minimum insurance coverages or restores Chamber's ability to deliver the outputs.

Section 8. Default and Dispute Resolution. 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 Section 10 below to the Defaulting Party, stating the nature of the default claimed and demanding that the default be corrected. The Defaulting Party shall then have 20 days from the date of the notice within which to cure the default. If any default is not cured within 20 days, then the Non-Defaulting Party shall be entitled to begin the mediation and arbitration proceedings set forth in paragraphs 8.1 and 8.2 below.

8.1. Mediation. If there is a dispute under this Agreement which the Parties cannot resolve among themselves, the Parties agree that there shall be a 21-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 Chamber and Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter Town shall (on its behalf and on behalf of Chamber) request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The cost of mediation shall be divided equally between the mediating Parties. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium period.

8.2. Arbitration. If mediation (paragraph 8.1 above) fails to result in resolution of the dispute, the dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by all 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.

Section 9. Indemnification. Chamber agrees to defend, save, hold harmless, and indemnify Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from Chamber's errors, omissions, or negligent acts in the performance of activities pursuant to this Agreement.

Section 10. Manner of Serving. 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, to (or to such other addresses as any Party may from time to time designate in writing and deliver in a like manner):

To Town:

TOWN OF MARANA
Director of Economic Development and Tourism
11555 West Civic Center Drive, Building A3
Marana, Arizona 85653

With a copy to:

TOWN OF MARANA
Town Attorney
11555 West Civic Center Drive Building A3
Marana, Arizona 85653

To Chamber:

MARANA CHAMBER OF COMMERCE, INC.
President and CEO
13251 N. Lon Adams Rd.
Marana, Arizona 85653

Section 11. Waiver. No delay in exercising any right or remedy shall constitute a waiver of that right or remedy, and no waiver by Town or Chamber of the breach of any term of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other term of this Agreement.

Section 12. Attorney's Fees. If any Party brings a lawsuit against any other Party to enforce any of the terms 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, requiring disputes to be resolved by binding arbitration.

Section 13. Headings. The descriptive headings of this Agreement are inserted to assist in understanding the meaning and construction of this Agreement.

Section 14. Recitals. The Recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here.

Section 15. 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.

Section 16. Time Essence. Time is of the essence for purposes of this Agreement.

Section 17. No Assignment. Chamber's obligations under this Agreement may not be assigned without the written consent of the Town Manager or designee.

Section 18. 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 Town and Chamber. 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.

Section 19. 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 requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 20. Imposition of Duty by Law. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

Section 21. 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.

Section 22. 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 by this Agreement.

Section 23. Good Standing; Authority. Chamber represents and warrants to Town that it is duly formed and validly existing under the laws of the State of Arizona. Town represents and warrants to Chamber 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.

Section 24. 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.

Section 25. 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.

Section 26. Interpretation. This Agreement has been negotiated by Town and Chamber, 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.

Section 27. Force Majeure. If any Party is unable to perform under this Agreement by reason of "force majeure," then the failure to perform shall not constitute a default under this Agreement as long as the non-performing Party uses its best effort to remedy with all reasonable speed the event or condition causing the non-performance and performance can be restored within a reasonable amount of time. "Force majeure" means any condition or event not reasonably within the control of a Party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities.

Section 28. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by government entities in certain instances involving conflicts of interest.

Section 29. Immigration Laws. Chamber warrants that it, and any subcontractor who performs any work for Chamber under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). Chamber acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

Section 30. Israel Boycott Divestments. Chamber certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393.

Section 31. Effective Date; Term. This Agreement is effective on the date of the last Party's signature below and shall automatically terminate and shall thereafter be void for all purposes on July 1, 2023, unless sooner terminated by the mutual consent of the Parties.

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

Town:	Chamber:
THE TOWN OF MARANA, an Arizona municipal corporation	MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) non-profit corporation
By: _____ Ed Honea, Mayor	By: _____ Printed: _____ Its: _____
Date: _____	Date: _____

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

EXHIBITS

A. Payment Request Form

B. Quarterly Report Form

TOWN OF MARANA

EXHIBIT A - PAYMENT REQUEST FORM (FY 2022-2023)

Agency/Contractor: Marana Chamber of Commerce, Inc.

Project Name: Visitor's Center Operations

Prepared by: _____
Name: Title:

Authorized by: _____
Authorized Signer Date:

Period Reimbursement Requested For: _____

Payment Number: _____ Expenditures This Period: $ _____

+ / - Adjustments (Program Income/Other): $ _____

Net Request This Period: $ _____

Line Item	Line Item Description	Approved Budget (A)	Expenditures This Period (B)	Expenditures Prior Periods (C)	Balance (D)
1.	Services Support	$ 70,000.00	$ -0-	$ -0-	$ 70,000.00
2.					
3.					
4.					
5.					
	TOTAL (must total Town of Marana award)	$	$	$	$

NOTE: For each line item, the figures in Columns (B), (C), and (D) must total the figure in Column (A).

MANAGER APPROVAL: _____ QUARTERLY REPORT RECEIVED: ☐ YES DATE: _____

FINANCE APPROVAL: _____ CHECK NUMBER: _____ DATE: _____

All requests for budget changes are required to be submitted in writing and approved by Economic Development and Tourism. Changes will only be allowed as long as the total dollar amount contracted for remains the same, the costs are eligible and the 20% administrative cap is not exceeded. **Failure to submit timely quarterly performance measures reports may delay the processing of payment requests.**

Town of Marana
Quarterly Report – Exhibit B
Fiscal Year 2022-2023

Agency Name: Marana Chamber of Commerce, Inc. **Project:** Visitor's Center Operations

Projected Annual Performance Outcomes and Measurement	July 1- September 30 2022	October 1- December 31 2022	January 1- March 31 2023	April 1- June 30 2023	Year-to- Date Totals	List of Activities with Date
Output: The Chamber will produce and distribute 8,000 Membership Directories. **Data Source:** Chamber records						
Output: The Chamber will distribute 8,000 Marana maps to area merchants, visitor centers, and attractions. **Data Source:** Chamber records						
Output: The Visitor's Center will operate Monday - Thursday, 9:00 am to 4:00 pm, and Friday 9:00 am to 12:00 pm, observing regular holidays. **Data Source:** Calendar						
Output: The Chamber will track the number of hits on the Visitor section on its website. **Data Source:** Website Counter						
Output: The Visitor's Center will track the number of visitors to the center. **Data Source:** Chamber records						

Council-Regular Meeting **C6**

Meeting Date: 06/21/2022

To: Mayor and Council

Submitted For: Terry Rozema, Town Manager

From: Andrea Caicedo, Assistant to the Town Manager

Date: June 21, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-063: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2023 (Andrea Caicedo)

Discussion:

The Town of Marana has contracted with Triadvocates, LLC for lobbying services since 2010. In keeping with the Legislative Program adopted annually by the Town Council, Triadvocates pursues and defends Marana's Legislative priorities at the Arizona State Legislature. This includes communicating directly with legislators and their staff, outside stakeholders, and other governmental bodies as needed to achieve desired legislative outcomes. Additionally, Triadvocates advises the Town on ongoing legislation and legislative issues, providing information and strategic guidance throughout the legislative session. The Lobbying Services Agreement is for a term of one year, from July 1, 2022 through June 30, 2023. The annual compensation has been adjusted upward from the 2021-2022 agreement.

Financial Impact:

Fiscal Year:	2022-2023
Budgeted Y/N:	Y

Amount: $54,000

Staff Recommendation:

Staff recommends approval of the Triadvocates contract.

Suggested Motion:

I move to adopt Resolution No. 2022-063; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for fiscal year 2023.

Attachments

Resolution No. 2022-063

Exhibit A to Resolution

MARANA RESOLUTION NO. 2022-063

RELATING TO INTERGOVERNMENTAL RELATIONS; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A LOBBYING SERVICES AGREEMENT WITH TRIADVOCATES, LLC FOR FISCAL YEAR 2023

WHEREAS the Town of Marana and Triadvocates, LLC wish to enter into an agreement whereby Triadvocates, LLC will provide lobbying services for the Town before state government bodies and officials; 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 lobbying services agreement addressed by this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the lobbying services agreement between the Town of Marana and Triadvocates, LLC for fiscal year 2023 attached to this resolution as Exhibit A is hereby approved, and the Town Manager 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 lobbying services agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of June, 2022

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

LOBBYING SERVICES AGREEMENT

This Agreement for lobbying services (this "Agreement") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and TRIADVOCATES LLC, a Delaware limited liability company ("TRIADVOCATES").

IN CONSIDERATION of the mutual obligations contained in this Agreement, the parties mutually agree as follows:

ARTICLE I. SCOPE OF WORK/COMPENSATION

A. ENGAGEMENT AND SCOPE OF SERVICES: The Town retains TRIADVOCATES in the capacity of lobbyist. TRIADVOCATES shall provide lobbying services at the direction of the Town Manager as approved and directed by the Mayor and Council. TRIADVOCATES' duties shall include providing lobbying services for the Town before state government bodies and officials.

B. REPRESENTATION OF OTHER CLIENTS: Nothing in this Agreement shall be interpreted to prohibit TRIADVOCATES from representing other clients so long as that representation does not constitute a legal conflict of interest. The Town may waive conflicts to the extent permitted by law.

C. COMPENSATION: For the services contemplated in this Agreement, the Town shall pay TRIADVOCATES a fee of $4,500.00 per month, with total compensation under this Agreement not to exceed $54,000.

D. CHARGES FOR COSTS AND EXPENSES: With the Town Manager's prior written approval, the Town shall reimburse TRIADVOCATES for any reasonable out-of-pocket costs, including costs for travel time or mileage, which TRIADVOCATES may incur as a direct result of its lobbying efforts on the part of the Town. TRIADVOCATES will not markup any of its costs.

E. BILLING: TRIADVOCATES shall bill the Town for its services on or about the first day of each month. The Town shall pay invoices within 30 days of receipt.

ARTICLE II. TERM

This Agreement shall begin on and be effective as of July 1, 2022, and shall continue in full force and effect until June 30, 2023 unless sooner terminated pursuant to Article III.

ARTICLE III. TERMINATION/MODIFICATIONS

A. TERMINATION: This Agreement may be terminated by either the Town or TRIADVOCATES at any time, subject to payment of all fees and costs incurred through the date of termination, by giving written notice to the other party. The written notice shall be

delivered personally or by certified mail, and termination shall take effect 30 days after receipt of the written notice by the receiving party.

B. MODIFICATION: This Agreement may not be modified except by an instrument in writing duly executed by all parties.

ARTICLE IV. MISCELLANEOUS

A. ENTIRE AGREEMENT: This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.

B. NO ASSIGNMENT: TRIADVOCATES may not assign any rights or obligations under this Agreement without the Town's prior written consent.

C. INDEPENDENT CONTRACTOR STATUS: TRIADVOCATES is an independent contractor and nothing in this Agreement shall make TRIADVOCATES an employee of the Town. TRIADVOCATES is solely responsible for all federal, state and local taxes, including but not limited to FICA, unemployment compensation and workers' compensation, and will not be subject to the personnel policies or entitled to any benefits of the Town.

D. GOVERNING LAW: This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Arizona.

E. ATTORNEYS' FEES: If there is a breach of this Agreement that results in litigation, the prevailing party shall be awarded its attorneys' fees and court costs incurred in the litigation.

F. SEVERABILITY: If any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

G. CONFLICT OF INTEREST: This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

H. COMPLIANCE WITH IMMIGRATION LAWS: TRIADVOCATES warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 (A). TRIADVOCATES acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

IN WITNESS WHEREOF, the parties have executed this Agreement on the last signature date below.

TOWN OF MARANA:

By:_____
Terry S. Rozema, Town Manager

Dated:_____

TRIADVOCATES LLC:

By:_____
Julie Rees, Principal
EIN/SSN: 42-1528332

Dated:_____

ATTEST:

_____
Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C7**

Meeting Date: 06/21/2022

To: Mayor and Council

Submitted For: Laine McDonald, Town Magistrate

From: Laine McDonald, Town Magistrate

Date: June 21, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-064: Relating to Municipal Court; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners for 2022-2023 (Laine McDonald)

Discussion:

Marana Municipal Court uses technology and staff from the Pima County Adult Detention Center to conduct video hearings for prisoners who have been arrested, held, or sentenced for their Marana Municipal Court charges. This is the most efficient way to ensure these individuals are seen by a judge in Marana in a timely manner without having to bear the cost, risk, and complications associated with transporting these defendants to the court to be seen in person.The attached IGA is substantially the same as the IGA approved by the Council for 2021-2022. This resolution approves the agreement and authorizes the Mayor to execute it on behalf of the Town. The agreement has a one-year term, from July 1, 2022 to June 30, 2023, and may be extended for an additional four years.

Financial Impact:

Fiscal Year:	2022-2023
Budgeted Y/N:	Y

Amount: $10,000

Available in the Magistrate Courts budget for Jail related costs.

Staff Recommendation:
Staff recommends approval of the IGA.

Suggested Motion:
I move to adopt Resolution No. 2022-064, approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for the provision of video-court hearings of municipal prisoners for 2022-2023.

Attachments

Resolution No. 2022-064
Exhibit A to Resolution

MARANA RESOLUTION NO. 2022-064

RELATING TO MUNICIPAL COURT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL PRISONERS FOR 2022-2023

WHEREAS individuals who are incarcerated pursuant to charges and orders under the jurisdiction of the Marana Municipal Court are held at the Pima County Adult Detention Center; and

WHEREAS the Pima County Adult Detention Center has the staff and technology necessary for these prisoners to appear in Marana Municipal Court via video-conferencing; and

WHEREAS the Town of Marana and Pima County desire to enter into an agreement to provide video-court hearings for Marana Municipal Court prisoners; and

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

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

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21stth day of June, 2022.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF MARANA
AND
PIMA COUNTY
FOR
PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL INMATES
CTN-SD-22*133

THIS INTERGOVERNMENTAL AGREEMENT (IGA), is entered into pursuant to ARS § 11-952 (as amended) by and between:

THE TOWN OF MARANA, a municipal corporation, (hereinafter sometimes referred to as the "Town"); and

THE COUNTY OF PIMA, a body politic and corporate, a political subdivision of the State of Arizona, (hereinafter sometimes referred to as the "County").

WHEREAS the Parties desire to enter into an agreement to provide video-court hearings for municipal inmates; and

WHEREAS the Town and County 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 provision of video-court hearings for municipal inmates will be in the best interests of the Parties and the citizens of Pima County.

NOW THEREFORE, The Town and County hereby agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for the Pima County Sheriff's Department Corrections Bureau to provide the Town of Marana Municipal Court with a video court session between Marana Municipal Court (MMC) and the Pima County Adult Detention Complex (PCADC).

2. **Obligations of the Parties.** PCADC will be responsible for pulling MMC's inmate files and preparing them for court, preparing their inmates for court, providing security in the courtroom, providing clerical support for court documentation and faxing required documentation back to MMC.

   MMC shall fax PCADC's Records Unit appropriate documentation on each MMC defendant prior to the defendant leaving the video court session.

   Each video court session will be held week days, beginning at 1200 hours. This session both Town and County agree that this schedule may be changed based on either party's need for

more video court time, or based on other factors that could require a different schedule. MMC shall complete the video court session no later than 1300 hours. Any hearing extending past 1300 hours shall be continued at a later date.

Town will pay for up to three hours of video court weekly which will cover the cost of one Corrections Officer for one hour for security. The current salary rate for these employees is:

Corrections Officer (1 hour)	$36.08
Total for three hours:	$108.24

"Town of Marana inmate" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Marana Municipal Court, as a result of an agreement between the Town of Marana and another jurisdiction to allow the person to serve his/her sentence locally, or has been sentenced pursuant to an order of the Town of Marana Municipal Court and for whom the Town of Marana has the legal obligation to provide or pay for prisoner housing (this Agreement does not create such an obligation, that obligation exists under current Arizona Law). A prisoner arrested by the Town of Marana Police Department solely on another governmental entity warrant is not a Town of Marana prisoner.

Criteria and Rules Governing Billing:

a. A "billable video-court session" is defined as that period commencing at 1200 hours and ending at 1300 hours Monday, Wednesday and Thursday, or any fractional part thereof.

b. Should a "billable video-court session" not occur in any given week, the Town will not be billed that week.

c. The Town will be billed monthly for these services. Invoicing for these services will be separate from the monthly incarceration billing invoice and must be paid separately.

Criteria for Assessment of Billing:

a. The costs of a "billable video-court session" shall be based on the current rates of salary each involved class of employee currently earns. These rates are subject to increase as wages increase for the classification.

b. County will give Town a thirty (30) day notice of any salary rate increase and Town will be billed accordingly.

County will submit a statement of Town video-court session charges on a monthly basis. This statement shall provide information in chronological order as follows: billing period, dates of video court sessions, weekly costs of individual employees, weekly totals, and the monthly total bill.

Any individual video court session charge contested shall be made known to the County within 30 days after receipt of the monthly billing. If the Town notifies the County of a dispute within 30 days of receipt of the monthly billing, the Town may withhold payment on those specific video court sessions for which billing is disputed until the dispute has been resolved. No dispute will be accepted if not made within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. All charges shall be paid within sixty days of receipt of the monthly

billing, excluding contested charges. Contested charges shall be paid within 30 days of resolution of the dispute. Charges remaining unresolved after the 60-day period may be arbitrated by a mutually acceptable third party. Town agrees to pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge being disputed, and the amount of payment being withheld, will be specified on an invoice attached to the payment check for the period in which the charge disputed was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

3. **Term**. This IGA shall be in effect from July 1, 2022 through June 30, 2023. This IGA may be extended for four (4) additional one (1) year periods or any portion thereof. Any extension shall be by written amendment executed by the governing bodies of the parties.

4. **Costs.** Neither party shall be obliged to the other party for any costs incurred pursuant to this IGA, except as herein provided.

5. **Jurisdiction.** Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of either of the parties.

6. **Indemnification.** To the extent permitted by law, each party agrees to indemnify, defend and save harmless the other, their appointed boards and commissions, officials, employees and insurance carriers, individually and collectively from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind resulting from all personal injury including bodily injury and death, and property damage occasioned during the term of this Agreement for acts or omissions of such party, its agents, officials, and employees.

7. **Insurance.** Each party shall obtain and maintain at its own expense, for the duration of this IGA, the following type(s) and amounts of insurance:

   a) Commercial General Liability in the amount of $1,000,000.00 combined single limit Bodily Injury and Property Damage.

   b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage.

   c) If this IGA involves professional services, professional liability insurance in the amount of $1,000,000.00.

   d) If required by law, workers' compensation coverage including employees' liability coverage.

   The above requirements may be met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11-952.01 at no less than the minimal coverage levels set forth in this article. Parties to this IGA shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

8. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate

sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to the Town other than for services already provided.

9. **Termination.** Either party may, at any time and without cause, terminate this IGA by providing ninety (90) days written notice of intent to terminate.

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

11. **Compliance with Laws.** Each party to this IGA comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA, and any disputes hereunder. Any action relating to this IGA shall be brought in a court of the State of Arizona in Pima County. Any charges in the governing laws, rules, and regulations during the terms of this IGA shall apply, but do not require an amendment.

12. **Non-Discrimination.** Town and County will not discriminate against any Town or County employee, client or any other individual in any way involved with the Town or County, because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this Intergovernmental Agreement. Town and County agree to comply with the provisions of Arizona Executive Order 99-4, which are incorporated into this agreement by reference as if set forth in full.

13. **ADA.** Each party shall comply with 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.

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

15. **Workers' Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Workers' Compensation benefits for its employees.

16. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and Town employees, or between Town and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including, without limitation, the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

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

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

19. **Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Highway
Tucson, AZ 85714

Town:

Town of Marana
11555 W. Civic Center Dr. Bldg A.
Marana, AZ 85653

With copies to:

County Administrator
130 W. Congress St., 10th Floor
Tucson, AZ 85701

Clerk of the Board
130 W. Congress St., 5th Floor
Tucson, AZ 85701

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

Remainder of Page Intentionally Left Blank

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of its Town Council and attested to by the Town Clerk:

ATTEST:

TOWN OF MARANA, a municipal corporation

_____
Town of Marana Clerk

_____
Mayor

_____
Date

_____
Date

ATTEST:

PIMA COUNTY, a body politic

_____
Clerk, Board of Supervisors

_____
Chairman, Board of Supervisors

_____
Date

_____
Date

Intergovernmental Agreement Determination

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

PIMA COUNTY:

Deputy County Attorney

TOWN OF MARANA:

Town of Marana Attorney

Council-Regular Meeting **C8**

Meeting Date: 06/21/2022

To: Mayor and Council

Submitted For: Curry C. Hale, Human Resources Director

From: Libby Shelton, Deputy Town Attorney

Date: June 21, 2022

Strategic Plan Focus Area:
Progress & Innovation

Subject: Resolution No. 2022-065: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, Section 3-7-3 "Call-Out Pay", Chapter 5 – Work Rules and Employee Discipline, Section 5-4-4 "Additional Employee Responsibilities" and Section 5-5-4 "Imposed Leave" (Curry C. Hale)

Discussion:

The Town has committed to providing innovative and competitive benefits to remain highly competitive in the local labor market. The proposed policy adds Call-Out Supplementary Pay for employees who are unexpectedly called out for duty requiring them to report to a Town facility or worksite. Under the previous policy, Call-Out Pay was limited to payment of a minimum of two hours of pay each time called out, or payment for hours worked, whichever is greater. Thus, employees called out for two hours or more were paid at the employee's regular rate for hours worked during call-out. The employee would only get an added benefit in pay if the call-out resulted in the employee working more than 40 hours in a work week, thereby triggering overtime.

The proposed policy ensures that employees who are called out, but do not work more than 40 hours in a work week, receive time and a half for hours worked during call out. In the event the call-out does not cause the employee to work more than 40 hours in a work week, the employee will receive call-out supplementary pay for hours

worked during call out. Call-out supplementary pay, which is one-half times the employee's regular rate, will be added to the payment for actual hours worked during the call-out.

Additional proposed changes include clarifying the Town's policy regarding employee use of computers/laptops and access to social media and adding that a designee of the Human Resources Director can approve placing an employee on imposed leave.

These proposed changes would go into effect on July 2, 2022.

Financial Impact:

Budget capacity for these amendments has been incorporated into the fiscal year 2022-2023 budget as part of the payroll expenses of several departments.

Staff Recommendation:

Staff recommends approval of Resolution No. 2022-065, approving and adopting amendments to the Town's Personnel Policies.

Suggested Motion:

I move to adopt Resolution No. 2022-065, approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, Section 3-7-3 “Call-Out Pay”, Chapter 5 – Work Rules and Employee Discipline, Section 5-4-4 “Additional Employee Responsibilities” and Section 5-5-4 “Imposed Leave”.

Attachments

Resolution No. 2022-065

Exhibit A to Resolution

Exhibit B to Resolution

MARANA RESOLUTION NO. 2022-065

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 3 - CLASSIFICATION AND COMPENSATION, SECTION 3-7-3 "CALL-OUT PAY", CHAPTER 5 – WORK RULES AND EMPLOYEE DISCIPLINE, SECTION 5-4-4 "ADDITIONAL EMPLOYEE RESPONSIBILITIES" AND SECTION 5-5-4 "IMPOSED LEAVE"

WHEREAS Chapter 3-3 of the Marana Town Code provides that the Town Council may adopt personnel policies, rules, and regulations that follow the generally accepted principles of good personnel administration and which may be modified or changed from time to time; and

WHEREAS the Town Council adopted Personnel Policies and Procedures via Town of Marana Ordinance 99.12 and Resolution 99-38 on May 18, 1999; and

WHEREAS the Council finds that adoption of the amendments to the Town's Personnel Policies and Procedures as set forth in this resolution is in the best interests of the Town and its employees.

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

SECTION 1. Section 3-7-3 of the Town's Personnel Policies and Procedures, entitled "Call-Out Pay", is hereby amended as set forth in Exhibit A attached to this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

SECTION 2. Section 5-4-4 entitled "Additional Employee Responsibilities" and Section 5-5-4 entitled "Imposed Leave" of the Town's Personnel Policies and Procedures are hereby amended as set forth in Exhibit B attached to and incorporated by this reference in this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

SECTION 3. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

SECTION 4. The Town's manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the aforementioned amendments.

SECTION 5. The amendments to the Town's Personnel Policies and Procedures approved and adopted by this resolution shall become effective on July 2, 2022.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of June, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

CHAPTER 3

CLASSIFICATION AND COMPENSATION

[NO CHANGES TO POLICIES 3-1 THROUGH 3-6]

POLICY 3-7 ADJUSTMENTS TO PAY BASED ON EMPLOYMENT ACTION

Adjustments to employee pay may occur on the basis of employment actions as set forth in this policy.

[No revisions to Sections 3-7-1 and 3-7-2]

Section 3-7-3 Call-Out ~~Pay~~

A. When a non-exempt employee is called back to unscheduled regular duty requiring the employee to report to a Town facility or worksite more than one hour ~~after leaving Town facilities~~ following or more than two hours before ~~at a time other than~~ the employee's regular assigned shift, the employee may be eligible for call-out pay or call-out supplementary pay. ~~to perform unscheduled duties which are in excess of the employee's regular hours of work,~~

B. If the call-out is less than 2 hours, the employee will receive up to two hours call-out pay. Call-out pay shall be added to pay for actual hours worked to ensure payment of a minimum of two hours of work for each call-out that is less than two hours ~~a minimum of two hours pay each time called out, or the actual time worked, whichever is greater~~.

C. If the hours worked during call-out do not require the employee to perform service in excess of 40 hours in a work week, the employee shall receive call-out supplementary pay for actual hours worked during call-out.

D. Call-out supplementary pay is calculated at one-half times the employee's regular base rate of pay plus any special assignment pay for hours worked during call-out.

E. The Town Manager may establish an administrative directive regarding call-out and administration.

[No revisions to Sections 3-7-4 and 3-7-5]

[NO CHANGES TO POLICIES 3-8 THROUGH 3-12]

CHAPTER 5

WORK RULES AND EMPLOYEE DISCIPLINE

[NO CHANGES TO POLICIES 5-1 THROUGH 5-3]

[No revisions to Section 5-4-1 through 5-4-3]

Section 5-4-4 Additional Employee Responsibilities

A. Employees shall maintain the secrecy of all passwords, identification numbers, or other means of entry onto the Town's computer systems and networks. The Town is the holder of all passwords, identification numbers, and other means of entry and no employee will use a pass code or voice mail access code that is unknown to the Town or that is not expressly authorized by the Town. The Town Manager may establish administrative directives regarding the establishment and use of passwords.

B. Employees shall cooperate with authorized Town officials in any investigation involving the Town's electronic communications systems.

C. Employees may load outside files from an acceptable and known source onto the Town's computer system. Employees shall obtain approval from the Technology Services Department for all other outside files prior to loading such files in the Town's computer system.

D. Employees are prohibited from using Town computers/laptops ~~communications systems and equipment~~ to access social media sites unless directly related to performing job duties.~~the employee uses social media to conduct Town business as a part of the employee's official job responsibilities or the employee is consuming, sharing, or commenting on Town news and postings.~~

[No revisions to Section 5-4-5 and 5-4-6]

POLICY 5-5 DISCIPLINE SYSTEM

Each supervisor shall have the responsibility and authority, with the approval of the Department Head and/or General Manager, to administer appropriate discipline to subordinates using a positive progressive discipline process as a corrective measure.

[No Revisions to Sections 5-5-1 through 5-5-3]

Section 5-5-4 Imposed Leave

A. A Department Head and/or General Manager may, after consultation with and approval by the Human Resources Director or designee, place an employee on imposed leave with pay to remove an employee from the work site in order to allow the Town to investigate behavior that is suspected of being illegal, that is not in the best interests of the Town or that places other employees or citizens in jeopardy. Imposed leave shall ordinarily not

exceed 21 calendar days. The Human Resources Director may authorize an extension or extensions when a comprehensive investigation will require more time to reach a conclusion.

B. If the investigation reveals employee misconduct, disciplinary action commensurate with the nature of the offense shall be taken. Such disciplinary action may include recovery of salary and benefits paid during the imposed leave.

C. If the investigation reveals no employee misconduct, the employee will be restored to duty and a letter of exoneration will be placed in the employee's official personnel file.

[No Revisions to Sections 5-5-5 through 5-5-8]

[NO REVISIONS TO POLICIES 5-6 THROUGH 5-8]

Council-Regular Meeting **C9**

Meeting Date: 06/21/2022

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 21, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-066: Relating to Public Works; authorizing the Town Manager to sign all documents and do all other things necessary or prudent to obtain land use rights from the Central Arizona Project (CAP) needed for the Tangerine Road Widening – Phase 2, I-10 to Dove Mountain Boulevard project (Jane Fairall)

Discussion:

The Town's Tangerine Road Phase 2 project will require both the roadway and a drainage channel to cross above the Central Arizona Project (CAP) pipeline. In order to cross over the CAP property, the Town needs a Land Use Permit from CAP. CAP requires the Town Manager to show express authorization to sign the Land Use Permit Application form required by the CAP. This resolution is being presented for Council consideration to authorize the Town Manager or his designee to sign the CAP application.

Staff Recommendation:

Staff recommends approval of the resolution.

Suggested Motion:

I move to adopt Resolution No. 2022-066, authorizing the Town Manager to sign all documents and do all other things necessary or prudent to obtain land use rights from the Central Arizona Project (CAP) needed for the Tangerine Road Widening – Phase 2, I-10 to Dove Mountain Boulevard project.

Attachments

Resolution No. 2022-066

MARANA RESOLUTION NO. 2022-066

RELATING TO PUBLIC WORKS; AUTHORIZING THE TOWN MANAGER TO SIGN ALL DOCUMENTS AND DO ALL OTHER THINGS NECESSARY OR PRUDENT TO OBTAIN LAND USE RIGHTS FROM THE CENTRAL ARIZONA PROJECT (CAP) NEEDED FOR THE TANGERINE ROAD WIDENING – PHASE 2, I-10 TO DOVE MOUNTAIN BOULEVARD PROJECT

WHEREAS the Town Council finds that it is beneficial to grant the Town Manager or the Town Manager's designee the authority to sign all documents and undertake all other actions on behalf of the Town that are necessary or prudent to obtain land use rights from the Central Arizona Project (CAP) needed for the Tangerine Road Widening – Phase 2, I-10 to Dove Mountain Boulevard project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Town Manager or the Town Manager's designee is hereby authorized to sign all documents and undertake all actions on behalf of the Town of Marana that are necessary or prudent to obtain land use rights from the Central Arizona Project (CAP) needed for the Tangerine Road Widening – Phase 2, I-10 to Dove Mountain Boulevard project.

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, and objectives of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of June, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C11**

Meeting Date: 06/21/2022

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 21, 2022

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:
PRINCIPLE STATEMENT 2 WE WILL SEEK AND RETAIN DIVERSE INDUSTRIES AND COMMERCE.
Initiative 13. Invest Town resources to ensure travel ways, public spaces, parks, public facilities, and other community spaces are clean, maintained, and showcase Marana's high standard of excellence.
Initiative 15. Ensure capital improvement projects advance the community's economic development goals and adhere to aesthetic standards.

Subject: Resolution No. 2022-067: Relating to Public Works; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Regional Transportation Authority and the Town of Marana for construction of improvements for Tangerine Road—I-10 to approximately Marana Tech Drive (Jane Fairall)

Discussion:

This item is the next step in the construction of the Tangerine Road corridor improvements identified in the Regional Transportation Plan approved by Pima County voters on May 6, 2006. If approved, this resolution will approve and authorize the signing of an IGA with the RTA for the construction of the second segment of new four-lane Tangerine Road, from I-10 on the west to approximately Marana Tech Drive (formerly Breakers Road) on the east.

Financial Impact:

Fiscal Year:	2022-2023
Budgeted Y/N:	Y
Amount:	$15,745,081

Capital project funding for the Tangerine Road corridor improvements has been included in the fiscal year 2022-2023 budget in the total amount of $15,745,081 for phase 2A. The five year CIP plan includes additional future expenditure estimates for all phases of the project of approximately $49.7 million.

Staff Recommendation:

Staff recommends approval of the IGA with the RTA for funding of the Tangerine Road project construction from I-10 to Marana Tech Drive.

Suggested Motion:

I move to adopt Resolution No. 2022-067, approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Regional Transportation Authority and the Town of Marana for construction of improvements for Tangerine Road—I-10 to approximately Marana Tech Drive.

Attachments

Resolution No. 2022-067

Exhibit A to Resolution

MARANA RESOLUTION NO. 2022-067

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY AND THE TOWN OF MARANA FOR CONSTRUCTION OF IMPROVEMENTS FOR TANGERINE ROAD—I-10 TO APPROXIMATELY MARANA TECH DRIVE

WHEREAS A.R.S. § 48-5301, *et seq.*, authorizes the Regional Transportation Authority (RTA) to act as a regional taxing authority for the purpose of funding multi-modal transportation operations and improvements identified in the Regional Transportation Plan approved on May 6, 2006; and

WHEREAS the RTA is authorized by A.R.S. § 48-5304 (16) and § 48-5308 to administer and distribute the regional transportation funds to the members of the RTA and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Regional Transportation Plan; and

WHEREAS the Town Council adopted Marana Resolution Nos. 2009-101, 2010-42, and 2012-10, approving and amending an intergovernmental agreement with the RTA to facilitate and pay for a design concept report for the Tangerine Road corridor from La Cañada Drive to Interstate 10; and

WHEREAS the Town Council adopted Marana Resolution No. 2015-102 on September 15, 2015, approving an intergovernmental agreement with the Regional Transportation Authority of Pima County (RTA) for construction of improvements to Tangerine Road from Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the intergovernmental agreement addressed by this resolution to facilitate the construction of roadway improvements for the next phase of Tangerine Road from I-10 to approximately Marana Tech Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the intergovernmental agreement between the Town of Marana and the RTA for construction of improvements to Tangerine Road from I-10 to approximately Marana Tech Drive attached to this resolution as Exhibit A 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 intergovernmental agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of June 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
AND
THE TOWN OF MARANA
FOR
CONSTRUCTION OF IMPROVEMENTS TO
TANGERINE ROAD – I-10 TO APPROXIMATELY MARANA TECH DRIVE

This Agreement (hereinafter "the Agreement") is entered into by and between the Regional Transportation Authority of Pima County ("RTA" or "the Authority"), a special taxing district formed pursuant to Title 48 Chapter 30 of the Arizona Revised Statutes (A.R.S.), and the Town of Marana (the "Town of Marana" or "Lead Agency"), an Arizona municipal corporation ("the Lead Agency") pursuant to A.R.S. § 11-952. The Authority and the Lead Agency are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. A.R.S.§ 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multi-modal transportation operations and improvements identified in the Regional Transportation Plan ("the Plan") approved by the voters at the special election held in Pima County, Arizona, on May 16, 2006.

B. The governing board of the Authority is composed of representatives of each member of the regional council of governments in accordance with A.R.S. § 48-5303.

C. Pursuant to A.R.S. § 48-5304 (12), the governing board of the Authority has sole authority to implement the elements of the Plan.

D. Pursuant to A.R.S. § 48-5304 (13), the governing board of the Authority coordinates the implementation of the Plan among the local jurisdictions.

E. A Regional Transportation Fund was established by the Arizona Legislature per A.R.S. § 48-5307 to be the repository for those funds collected for the purpose of funding the transportation projects identified in the Plan.

F. The Authority is authorized by A.R.S. §§ 48-5304 (16) and 48-5308 to administer and distribute the regional transportation funds to the members of the Authority and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan.

G. The Lead Agency is authorized by A.R.S. § 9-240 (B) (3) to design, maintain, control and manage public roads within the Lead Agency's jurisdictional boundaries.

H. The Lead Agency, with funding from the Authority, wishes to undertake the design and construction of improvements to Tangerine Road – I-10 to approximately Marana Tech Drive (the "Project").

I. The Project is one of the transportation projects included in the Plan or is eligible for funding as part of a categorical program included in the Plan.

J. The Authority intends to fund the Project under the terms and conditions contained in this Agreement and has entered into this Agreement for that purpose.

K. It is the policy of the Authority to require that a lead agency be identified and an intergovernmental agreement (IGA) be approved and entered into by the Authority and the lead agency before requests for funding reimbursement or payment can be processed by the Authority.

L. The Town of Marana has been identified as the Lead Agency for the Project responsible for all aspects of project implementation including, but not limited to, planning, project management, risk management, design, right of way acquisition and construction, advertisement, award, execution and administration of the design and construction contracts for the Project.

M. The RTA has accepted a donation from Mandarina Holdings, LLC, an Arizona limited liability company ("Mandarina") developing a master-planned community in the Town of Marana located near the northeast corner of the intersection of Tangerine Road and Interstate 10 (the "Mandarina Project"), of approximately 200,000 cubic yards of fill (the "Fill"), stockpiled within a free haul distance of the ultimate placement location of the Fill, for the Project. Mandarina's contractor, Blount Contracting, has obtained a right-of-way permit from the Town of Marana (Permit No. RW 2202-007) allowing the stockpiling of the Fill within the Town of Marana's Tangerine Road right-of-way adjacent to the Mandarina Project. The RTA recognizes that this donation has economic value to the Project and has estimated the value to be $750,000.

N. Laws 2021, 1st Regular Session, Chapter 406 (Senate Bill 1820), Section 33 appropriated funding from the State of Arizona general fund to the Arizona Department of Transportation (ADOT) for highway projects, including $5,000,000.00 for the Project. The Lead Agency and the State of Arizona, acting by and through ADOT, entered into an IGA on September 27, 2021, to effectuate the State's appropriation of the funding to the Lead Agency for the Project.

O. The Authority and the Lead Agency may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-952, *et seq*.

NOW, THEREFORE**,** the Town of Marana and Authority, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to set forth the responsibilities of the Parties for the design, construction, maintenance and operation of the Project and to address the legal and administrative matters among the Parties.

2. Project. The Project consists of the reconstruction and widening of Tangerine Road from I-10 to approximately Marana Tech Drive, as more fully described in the attached Exhibit A, including the following:

a) Detailed Project scope and schedule.
b) Project budget and cost breakdown of items eligible for reimbursement by the Authority including any proposed billing of staff time directly attributable to the Project.
c) Total amount of RTA funding allowed for the Project plus a breakdown of any other regional, local, federal or state funding available.
d) Designation of Project phases, if applicable, and any additional related agreements.
e) Estimated construction start date and duration of construction.
f) Projected timeline.
g) Identification of the Lead Agency's duly authorized representative for signing and submitting payment requests.

3. Effective Date; Term. This Agreement shall become effective upon filing a fully executed original with the office of the Pima County Recorder, and shall continue in effect until all improvements constructed pursuant to this Agreement are completed, all eligible reimbursement payments to the Lead Agency are concluded, and all warranties applicable to the Project have expired.

4. Responsibilities of the Lead Agency.

a. The Lead Agency shall be responsible for the design, construction and/or installation of the Project in accordance with this Agreement and all applicable public roadway, traffic signal, and street lighting design and construction standards. Design Standards are federal, state, county or municipal standards for engineering, traffic, safety or public works facilities design. Examples of Design Standards include the American Association of State Highway and Transportation Officials and Federal Highway Administration standards for highway engineering and construction, the Manual on Uniform Traffic Control Devices, the Pima Association of Governments (PAG) Standard Specifications for Roadways and Public Improvements, the Pima County Roadway Design Manual, the Pima County Department of Transportation/City of Tucson Department of Transportation Pavement Marking Design Manual, and Pima County and municipal design guidelines for roadway lane widths and level of drainage protection.

b. If consultants or contractors are employed to perform any portion of the Project, the Lead Agency shall be responsible for the contracts for design and construction of the

Project and shall select the consultants and contractors to be used on the Project. The Lead Agency shall immediately provide to the Authority copies of any and all contract documents and related materials upon request by the Authority. The Lead Agency shall retain the usual rights of the owner of a public contract including the authority to approve changes and make payments. However, any changes to the Project which would result in the final project cost deviating, by 10% or more, from the Authority's budget amount for the Project, must be approved by the Authority in advance of those changes being made, regardless of whether or not the Authority will be paying for them.

c. The Lead Agency shall be responsible for all traffic management, including public notification, during construction of the Project.

d. The Lead Agency shall operate and maintain the improvements during construction of the Project. After completion of the Project, the ownership of the improvements shall automatically vest as described in paragraph 10 below.

e. The final cost of the Project shall be that amount necessary to complete the Project including any unanticipated work incorporated into the Project by change orders and amendments executed by the Lead Agency. The Lead Agency shall be responsible for all Project costs in excess of the RTA funds contributed to the Project. Nothing in this paragraph shall relieve third parties (including Pima County and private landowners) of their obligation to reimburse the Lead Agency in accordance with separate supplementary IGAs and public improvement participation agreements relating to the Project.

f. The Lead Agency shall exercise its power of eminent domain, if necessary, to acquire property needed for the Project.

g. The Lead Agency will be responsible for assuming all risks associated with the Project except those that are assigned to another agency or jurisdiction that has agreed to that assumption. Inasmuch as the RTA's role is limited to Project funding, the Lead Agency agrees, to the fullest extent permitted by Arizona law, to indemnify, defend, and hold harmless the RTA and its Board and officers, from, for, and against, any and all claims, demands, damages, liabilities or penalties, brought by or on behalf of any persons or entities, arising out of the Lead Agency's activities in performance of its obligations under this Agreement or use of RTA's resources, as described herein, regardless of how such claims are worded or styled, and regardless of the specific cause of action or type of claim asserted. This subsection shall survive termination of this Agreement.

h. The Lead Agency shall require its contractors performing any portion of the Project to name the Authority as additional insured and additional indemnitee with respect to insurance policies for general liability, automobile liability and defects in design in all of the Lead Agency's contracts for the Project. The Lead Agency shall also require its contractors to name the Authority as an additional beneficiary in any performance and payment related assurances posted for the Project.

i. Monthly, the Lead Agency shall be responsible for preparing and submitting to the Authority reimbursement requests (invoices). Said requests shall be signed by a duly authorized representative of the Lead Agency and shall include sufficient background information documenting payments made to contractors, vendors or any other eligible costs identified in this Agreement or the RTA's Administrative Code. The Lead Agency must retain and certify all vendor receipts, invoices and any related Project records as needed and ensure that they are available for review for a minimum of five years after final payment is made unless otherwise specified in this Agreement.

j. The Lead Agency shall be responsible for submitting monthly status reports to the RTA describing its progress and adherence to the Project scope, schedule and budget.

k. The Lead Agency shall adhere to the RTA Administrative Code, including the requirements for a Project Charter (where applicable), a Project Closeout Meeting (Roadway Element Projects) and reimbursement limits.

l. All right of way remnants from properties acquired with Project funds shall be disposed of in accordance with RTA Policy. All proceeds from the disposal shall be returned to the RTA for expenditure on RTA eligible expenses. In the event the disposal of the property occurs after the Project is completed, the funds shall be returned to the RTA for reallocation to other projects. This subsection shall survive termination of this Agreement.

5. Responsibilities of Authority.

a. Upon receipt of reimbursement requests, the Authority shall convey to the Lead Agency RTA funds in the amount specified in Exhibit A, on a reimbursement basis, unless otherwise specified in this Agreement. The RTA's Administrative Code will control all payments and other procedures unless otherwise specified in this Agreement.

b. Reimbursements will generally be based on the Project schedules established by the Lead Agency and contained in the Exhibits.

c. The RTA staff will review all payment requests to confirm that the request is for reimbursement of costs incurred by the Lead Agency for the Project. If the Authority determines that additional information is needed, the Lead Agency will be notified of the request for additional information within five business days of the receipt of the invoice by RTA.

d. Upon approval of the request by RTA, the invoice will be processed for payment within ten business days of the invoice being accepted as complete.

e. The RTA shall provide all necessary cooperation and assistance to its fiscal agent to process all payment requests from the Lead Agency.

6. Donation of fill dirt. The Fill donation described in recital M above will reduce the costs incurred by the Lead Agency and the Lead Agency's funding obligation, in consideration of the

Lead Agency's storage of the Fill for the Project. The Fill's value is estimated to be $750,000. The Parties agree that upon completion of the Project, the final amount of Fill donated to the Project will be calculated and certified, and the Lead Agency's funding obligation will be reduced by the value of the certified Fill donation.

7. Termination. Either Party may terminate this Agreement for material breach of the Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have 45 days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination shall not relieve either Party from liabilities or costs already incurred under this Agreement.

8. Non-assignment. Neither Party shall assign its rights under this Agreement to any other person or entity without written permission from the other Party.

9. Construction of Agreement.

a. Entire agreement. This instrument constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged.

b. Exhibits. Any exhibits to this Agreement are incorporated in this Agreement by this reference.

c. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both Parties.

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

e. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

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

g. Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511, which provides for cancelation in certain instances involving conflicts of interest.

10. Ownership of Improvements. Ownership and title to all materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the Lead Agency upon completion of the Project.

11. Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Lead Agency or the Authority.

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

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

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

a. Anti-Discrimination. Neither Party shall discriminate against any employee or client of either Party or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, familial status, political affiliation, disability or national origin in the course of carrying out the duties pursuant to this Agreement. Both Parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, including the provisions of A.R.S. § 41-1463.

b. Americans with Disabilities Act. 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, as well as the Genetic Information Nondiscrimination Act of 2008. .

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

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

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

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

17. Notification. All notices or demands upon any Party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

The Authority:
Mr. Farhad Moghimi, Executive Director
Pima Association of Governments
1 E. Broadway, Ste. 401
Tucson, AZ 85701

The Town of Marana:
Mo El-Ali, Public Works Director
5100 W. Ina Road
Tucson, AZ 85743

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

19. 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 counterpart may be removed from such counterpart and attached to a single instrument.

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last signature date below.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

_____ _____
Board Chair Date

TOWN OF MARANA:

_____ _____
Mayor Date

ATTEST:

_____
Town Clerk

The foregoing Agreement between the Town of Marana and the Authority has been approved as to content and is hereby recommended by the undersigned.

_____ _____
Mr. Farhad Moghimi, Executive Director Mo El-Ali, Public Works Director

ATTORNEY CERTIFICATION

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

Regional Transportation Authority of Pima County:

_____ _____
Thomas Benavidez, Attorney for the Authority Date

Town of Marana:

_____ _____
Town Attorney Date

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Exhibit: A Item: 1 RTA Resolution 2022-TBD

1. TIP Project Number: 86.06 RTA Ballot: 01 RTA Project ID: 01_a
2. Sponsor: Marana
3. RTA Plan Elemen I Roadway Improvements
4. RTA Plan Sub-Element (If Applicable): N/A
5. Project Name: Tangerine Rd., I-10 to La Canada
6. Work Phase Covered by the Exhibit: Construction

Planning/Design:	$ -
Right of Way:	$ -
Construction:	$ 11,245,000
Operations:	$ -
Total:	$ 11,245,000

7. Project Manager Information :

Name:	Mo El-Ali		
Mailing Address	5100 W. Ina Rd.		
City, ST Zipcode	Tucson	AZ	85743
Telephone Number:	520.382.2505		
Email Address:	mel-ali@MARANAAZ.GOV		

8. Authorized Representative (will sign & submit pay requests):

Name:	Dan Grossman		
Mailing Address	5100 W. Ina Rd.		
City, ST Zipcode	Marana	AZ	85743
Telephone Number:	520.382.2505		
Email Address:	dgrossman@maranaaz.gov		

9. Narrative Description of Project Scope, including improvements to be made and project intent (discuss how project will address problematic areas):

Tangerine Rd: widen to 4 lane divided roadway, turn lanes, multi-use path, and drainage. From I-10 to approximately Marana Tech Drive.

10. Total maximum amount of Authority funding allowed for the Project or Project Component, under this Exhibit: $ 11,245,000

11. Total maximum Authorized funding for the Project, or Project component to-date, including this exhibit. (If this is an amendment to an existing contract, please give the requested amended total. $ 45,600,000

Exhibit: A Item: 1 RTA Resolution 2022-TBD

12 . Project Budget by Funding Source, *Total Project Funding Expected by Phase.*	RTA	Non-RTA	Total
Study (DCR/Wildlife Linkages/Value Analysis)=	$ 2,295,648	$ 1,939,776	$ 4,235,424
Planning/Design =	$ 4,526,777	$ 3,879,552	$ 8,406,329
Right of Way =	$ 6,094,841	$ 7,759,104	$ 13,853,945
Construction =	$ 43,652,735	$ 25,217,088	$ 68,869,823
Total =	$ 56,570,000	$ 38,795,520	$ 95,365,520

13 . Project Budget by Funding Source, *This Exhibit:*	RTA	Non-RTA	Total
Study (DCR/Wildlife Linkage/Value Analysis)=	$ -	$ -	$ -
Planning/Design =	$ -	$ -	$ -
Right of Way =	$ -	$ -	$ -
Construction =	$ 11,245,000	$ -	$ 11,245,000
Operations (Transit) =	$ -	$ -	$ -
Total =	$ 11,245,000	$ -	$ 11,245,000

14 . Funding Sources:	Project Resources as outlined in Ballot	Resources Committed (Includes this request)	Remaining Resource Budget
RTA (Ballot)	$ 45,325,000	$ 34,355,000	$ 10,970,000
RTA (Augmentation)	$ -	$ 11,245,000	$ -
12.6% Funds	$ 7,650,000	$ 11,260,000	$ -
Impact Fees (Pima County)	$ 6,500,000	$ 2,890,000	$ -
Local Oro Valley	$ 1,000,000	$ 1,000,000	$ -
			$ -
Local Marana		$ 14,603,152	$ -
Local Marana (ADOT)	$ -	$ 5,000,000	$ -
Local Marana (Donated Fill Dirt)(estimated, value TBD & certified)	$ -	$ 750,000	$ -
Local Marana (Ballot)	$ 21,390,000	$ 20,353,152	$ 1,036,848
Total Funding Sources:	$ 81,865,000	$ 81,103,152	

15 . Estimated completion date of work funded by this IGA: 08.01.2026

Duration of work covered by this funding request: 24 months

Council-Regular Meeting **C12**

Meeting Date: 06/21/2022

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Cherry L. Lawson, Town Clerk

Date: June 21, 2022

Subject: Approval of the Marana Town Council Special Retreat Meeting Summary Minutes of March 10-11, 2022, Council Study Session Meeting Summary Minutes of May 24, 2022, and the Council Regular Meeting Summary Minutes of June 7, 2022 (Cherry L. Lawson)

Attachments

Council Special Retreat Meeting Summary Minutes, 03-10-11-2022
Council Study Session Meeting Summary Minutes, 05/24/2022
Regular Council Meeting Summary Minutes, 06/07/2022

MARANA TOWN COUNCIL

SPECIAL COUNCIL MEETING
300 E. Wigwam Blvd., Litchfield Park, AZ 85340
March 10 - 11, 2022

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

Wednesday, March 9, 2022

Travel to The Wigwam Resort and Dinner – Council and staff on their own, no official business will be conducted, no Council discussion or action will occur.

All working meeting sessions and working meals for the Council Retreat will occur at The Wigwam Resort in the assigned meeting room.

Thursday, March 10, 2022

In attendance: **Mayor Honea, Vice Mayor Post (**arrived 12:30 PM**), Council Members Comerford, Kai, Officer, Craig and Ziegler.**

Town staff in attendance: **Town Manager Terry Rozema, Deputy Town Manager Erik Montague, Town Attorney Jane Fairall, Town Clerk Cherry Lawson, Human Resource Director Curry Hale, Development Services Director Jason Angell, Economic Development Director Curt Woody, Deputy Development Services Director Jennifer Flood,** and **Parks & Recreation Director Jim Conroy,** and **Assistant to the Town Manager Andrea Caicedo.**

Town of Marana Consultant: **Project Management Firm (ABACUS), Adam Brill**

City of Goodyear City Council and City staff: **Council Member Wally Campbell, City Manager Julie Karins, Parks & Recreation Director Nate Torres, Park & Recreation Assistant Director David Seid,** and **Recreation Center Operations Manager Steve Richardson.**

Schedule:

7:30AM – 8:30AM	Breakfast at Hotel
8:30AM – 9:00AM	Travel to Goodyear Recreation & Aquatic Center Address: 420 S. Estrella Pkwy, Goodyear, AZ
9:00AM – 11:30 AM	Brief Presentation and Tour of Goodyear Recreation & Aquatics Center
11:30AM – 12:00PM	Return to Hotel
12:00PM – 1:00PM	Lunch: Welcome, Introduction, Recreation & Aquatics Center Tour Recap

Discussion summary:

- Increase the size of the pickle ball courts, or add another court. Marana Recreation & Aquatics Center can be used to host the State of the Town and other big community events.
- Spend the capital money now to have a larger accommodating center (i.e. gymnasium, pickle ball courts, storage space, arts & crafts, staff office space), as opposed to having to come back later to add to the center.
- Goodyear provides memberships to its residents. Marana would extend membership to the community inside and outside of Marana. Fee structure will be determined later for resident vs. nonresident.
- Hiring of additional employees vs. seasonal employees to staff the center and aquatics area. Cheaper to heat the pool than to cover the pool seasonally.
- Cheaper to heat the pool than to cover the pool seasonally.
- Did not see monitors at the front desk to monitory all areas of the Goodyear Center. Also, liked seeing kids and teenagers use the gaming room without having to pay. In Marana, teenagers do not have a space for them to hang out with their friends. Currently, teens' hangout in McDonalds.
- Goodyear budgets $1M/facility for its operating cost. Marana estimates $1.2M annually to run its proposed center, as identified in the Parks & Recreation Master Plan.
- Look to construct more than just a recreation center. Instead, create a building space that is community oriented and use with various programming opportunities.

- If possible, create a gathering space on the rooftop of the center for community use as lounging, or coffee area.

1:00 PM – 2:00 PM Update on Development Activity in Marana
Presentation by: Jason Angell and Curt Woody

Discussion Summary:

- **Remington Ranch/Payson**
  - Comment relating to restrictions for entire land being used for rental properties. They have submitted different design packages and to look like other residential subdivisions. In the future, the developer could sell as individual lots. As of now, they are ghost platting.
  - They could subdivide the lots, as the roads are private and the community looks like other communities. Sometimes, the community is gated. However, American Homes for Rent are everywhere, even in Tucson and Phoenix.
  - This is a hot market for renters, as homeownership may be delayed for those looking to purchase.

- **Monarch**
  - 541 lots in platting; 1700 lots for the entire division
- **Mandarina**
  - Over 1000 lots; 2500 units planned in that area; apartment project on the other side of the tracks – 300 units similar to casita style.
- **Stonegate**
  - Approved for 3100 units and are working on platting 700 units.
  - High density that was intended for apartments. Not as much acreage but have high-density area.
  - The Specific Plan was previously completed, and the Town is communicating with them about drainage. They will need to build additional capacity.
- **Dove Mountain:**
  - Nine hundred and thirty-nine (939) new lots going through platting.
  - Last of the large development in Dove Mountain.
  - Will be lucky if they get to 7000 lots, buildout was set for 9000.
  - Tapestry has not been sold. There has been some serious interest, but has not sold.
- **Traffic**
  - Having discussions, specifically with Crossroads. Will essentially look like Cortaro – frontage and underneath. Thought that the railroad has the say. The ACA said it is the town's calls. The ACA makes the ultimate determination.

- Increased traffic to the interchange – concern is Tangerine and I-10. We all know what is coming in at Crossroads in a couple of years. Think we have a great solution. Funding will not be as big of an issue as timing.
- Discuss sunset of some specific plans. For example, Dove Mountain has exploded in growth. With the Tapestry project, there is a potential for additional problems to occur. The town cannot retrospectively remove zoning entitlements.
- In the past, the rezoning ordinance would say if you do not follow a plat within five (5) years it will go back to Council. The Town could review the wording, however, can only look to the future, not the past.

Mr. Woody provided an overview of the commercial projects including the Marana Regional Airport Air Tower where it is currently in its second study, and could potentially be built within two and one half years (2 ½).

Commercial:

- **Airport**
  - Tower study
  - CIP Project
- **Marana Tech Campus**
  - PVB Fabrications going vertical over there things like building metal fabrication large-scale metal fabrication for the utility industry. They will be putting out some big product out of that manufacturing site. At full build-out, they have two phases of roughly 105,000 square feet with 75 employees at an average salary is about $52,000.
  - International Towers is directly behind them at Breakers, and is called Breakers 40. They have demolished all the Breakers pools, equipment, and slides, and have removed everything out of there. This incubation operation will build small office facility there.
  - SAS Engineering operations will refurbish and repair aircraft jet engines. He does not know the number of employees that will run the small operation; however, it may be approximately 10 or more. At Tangerine Business Park, Vroom Engineering manufacture slide-outs for RV's. Total employee count would be somewhere neighborhood of 10 to 15 for this small operation. QTC auto repairs will also located in Tangerine Business Park.
- **Tangerine Commerce Park**
  - Potential medical facility is duplicating 60,000 square foot facility is nearly completed with another 60,000 square feet. The first facility was primarily distribution they called it lightness assembly and distribution. The second location will have 140 employees for work in manufacturing.
  - There are some rumbling of Southwest Gas coming into the community with their plans that will be submitted to the Town soon for review. The

site is 23 acres and it will be a significant regional operations center with multiple buildings, training, back office operations and will have some construction material lay down yard type of activities in the rear of the property. It is estimated to have 120 employees with a wide range of salaries for them.

- CTI Trucking looks to move its operation from Avra Valley Road to the Marana community. This company will likely open across from the site the U-Haul site.
- Land Trust is the owner of the 100 acres if they purchase. Amazon is going to go there 1.4 million square feet estimated at 1,500 employees 2,000 at peak extrapolating and economic impact study that was done for the Amazon on Thornydale or Silverbell and Ina that Economic Impact Study had that facility at $432 million over a five-year period. If you extrapolate those numbers out, it would be a potential of $1.2 billion in five years. As an economic impact it is not retail sales tax it is not repeat not sales tax to the town its economic impact to the town. The average low end would be about $30,000 a year on up to management.

Central:

- **Saguaro Bloom**
  - Currently 1500; up to 2500
  - Residents in that community have expressed concerns with some cosmetic or structural issues with the homes purchased. Building inspector will drive by – have to be careful. Coordinating a call to sit down with DR Horton to see how they plan to address it. Want to make sure we deliver the same message for the staff. Not just for Saguaro Bloom.
- **Linda Vista Village**
- **Twin Peaks Corridor**
  - Lennar
  - Meritage – 35 permitted
  - Richmond – 70 lots
  - DeAnza – KB 30 lots have been permitted; 265 is the approved
- **Commercial: Marana Center**
  - North American Furniture Warehouse 220,000 square feet to 250,000 square feet with 50 to 75 employees will be low wage jobs as well as sales positions. This business would not be manufacturing furniture for sale. Mr. Angell stated that they would repair furniture that they sold to consumers.
  - Luke Dealership that is currently in the permitting stage that once completed, they would likely see sales of used vehicles at approximately $1M per year. The HSL Apartment Complex that is ready to break ground. Internal RV storage facility is also coming online soon. Medical facility and Amazon warehouse is also coming forward.

- An age-restricted apartment complex is coming to the area. Silverbell Gateway Apartments is a three-story complex that will start soon, as well as other apartment complex were discussed.

2:00PM – 2:30PM Progress Update from Direction Given at 2021 Council Retreat/State of the TOM Organization. *Presentation by: Terry Rozema*

- Staff Council Communication: How did it go?
  - Improve communication with Mayor and Town Council so to avoid surprises in projects or other community events and concerns.
  - Enabling council members to go directly to staff members
  - Feedback from Mayor and Council
    - Timely communication related to projects before the information becomes public.
    - Updates can be added to the Executive Report to Council
    - Every council member is different, issues or concerns of one may not be the concern of all members.
    - Comfortable with the level of communication from the Town.
    - Appreciate the new format of the Manager's Biweekly Report
  - Proclamation Process
    - Town has a handle on the process. The Clerk would only read them if someone is in attendance of the council meeting to receive it personally.
  - Staff Departures
    - Loss of staff this year as those individuals have moved on to pursue other opportunities.
  - Five-star Service Model
    - Community expects to receive five-star service when conducting business
    - Conveys accountability of the organization
    - Even though someone complains, the person is aware of the expectations from the beginning that this is how we do business. The person would receive the news better.
  - Internal Communication
    - Leadership moved from have courageous conversations as opposed to confrontation conversations when having difficult conversations with people.
    - This will become key to the success in leadership in the organization.
    - Recommend Town staff to proactively have those conversations with D.R. Horton so to make them aware that the Town is not ignoring the issue. Town staff will has discussed an approach to meet with D.R. Horton and to have that conversation on their plan

to address the concerns of the residents who purchased homes in their communities. D.R. Horton needs to be informed of the issues concerning the homes in their communities. The workmanship of their homes is not acceptable. They need to change how they build homes in the Marana community.

- Advancement of Infrastructure Projects
    - Water/Sewer
    - Tangerine Road Widening – make it the four lane divided. Additional $11.2 million that came from NOFA; $12M; $5M from the state. Roughly $29.3M.
    - Marana Main Street
    - Tangerine Farms Road from I-10 to Marana Road – pumped the breaks on this since we also have to do the improvements on the interchange. Might make more sense to do it all together.
- Airport:
    - Struggled a lot at the airport. Lost a director; however, believe that we have a great team at the airport.
- Community Center and Aquatics Center
    - Moving along very nicely. A year to design. You could be looking at starting construction latter part of FY2023.
    - Strategic Plan Redo/Update
        - Did not do the best job to utilize the plan throughout the organization. Working towards updating the strategic plan.
- Community Development Block Grant
    - Update on funding. Once the Town is awarded with the grant, it will be placed on an agenda for Council's consideration. The Town is hopeful that by October 2023, it should have the grant funding.
- Pinal Airpark Annexation
    - It has been six months since it was last reviewed. Continuing with conversation and waiting for the right timing.
- Barnett Channel
- Organizational Alignment and Process Improvements
    - Update on the realignment of staff in Engineering and Development Services.
- State of the Organization
    - Update on the staffing shortages across town departments, and the recruitment to fill vacant positions. Post:
- Special Events
    - Fourth of July special event: Looking at alternatives.
    - Feedback on Special Events:
        - Everyone is thrilled with the town's special events. Seek to purchase a bigger Christmas tree for the holiday lighting.

3:30PM – 5:00PM Summary of Discussions from the Executive Leadership Day. *Presentation by: Terry Rozema*

- Overview of 2021 Executive Leadership Day
    - Market Study and Employee Compensation
        - Update of the compensation study of the organization. Town staff will bring the actual numbers to Council during the budget presentation. We are awaiting the final numbers to come in.

    - Alternative Work Schedules
        - Discussion on the impact of Town employees working an alternative work schedule. The alternate work schedule should not apply to department heads. No one employee can work 100% from home.

Friday, March 11, 2022

7:30AM – 9:00AM: Breakfast at Hotel

9:00AM – 11:00AM: Growing from A Small to Medium Town – How do we keep up with growth? *Presentation by Erik Montague*

- **General Plan 2040**:
    - Cost of development
        - Recommended that we keep impact studies up-to-date. The minute we get it in then start pushing on impact fee study.
    - Planning for Growth
        - Recommended that the Town revisit those plans that were previously adopted by Council.
    - Infrastructure Priorities
        - Concern expressed regarding accepting a zoning request is an indication that the Town would rezone. The Town does have discretion with development agreements that would be in the best interest of the Town. The Town is not obligated to give anything. I
        - Consensus that other developments cannot get a free ride that everyone needs to pay their part.

11:00AM – 12:00PM: Update on 2023 Budget, to include available reserves and the investment of those reserves *Presentation by Erik Montague*

- **Fiscal Year 2022-23 Budget Outlook and Project Discussion**

- Ongoing vs. One-Time Resources
  - New position requests
    - In order to provide five-star service with a growing, the Town will need to hire additional staff.
    - Other increases (insurance premiums)
    - Recommended that Town staff budget a certain amount of money on vehicle insurance to save money.
    - The Town has the legal ability to do so but we have not done an analysis. Staff will consider self-insurance for liability and will follow-up with Mayor and Council.

- **Projects and Funding**
  - Major projects discussed during the retreat were related to public safety, airport, transportation, parks and recreation, water, and water reclamation.

  - Tangerine Farms Road Extension
    - Staff mentioned the town has been receiving inquiries on the property and interest in getting it developed. This would require a significant cash amount upfront $18.5 million. Over time, part of it will be reimbursed.
    - Possibly getting one or two major retailers will pay a lot in sales tax, or perhaps the town do it at one time and not one mile per mile. Thinks it is a good idea since this is where the growth is.

  - Parks and Recreation
    - No consensus regarding direction of parks and recreation projects noted. Suggestion offered to expand Ora Mae Harn Park is important since the growth is around that area. No support noted for the expansion of Ora Mae Harn Park.

  - Water and Water Reclamation
    - Question regarding why additional funds were needed for NWRRDS if ARPA funds were supposed to be utilized to fund the project.
    - ARPA monies were used but there was a delta. There was a limit that the Town can use ARPA funds to pay for development.
    - No direction was provided to staff to advance cash from the general fund used as a loan or a gift.

  - Prioritization Discussion
    - <u>Airport:</u> Consensus provided to set aside the $2.5 million for project match

- PSPRS: Consensus provided that the first priority is to use $6 million to pay down the unfunded liability, take the savings, and roll it back in to pay down the liability.

- Tangerine TI: Consensus noted that Tangerine Rd Interchange is an important project. Second priority is Tangerine TI. Staff will come back to let Council know what is needed for Tangerine Rd Interchange and will provide additional information on impact fee contributions.
  - Tangerine Farms Road Extension: consensus that this is an important project for the town, and ask Town staff to borrowing options to Council.
  - Tangerine Sky Park, Phase 2: The Park is busy all the time, a good investment. No clear direction was given. Additional discussions are needed.
  - Water Projects: No clear direction was given regarding water related projects. Focus of this section was placed on NWRDDS and ARPA funding. Additional discussions are needed for clarification and direction.

1:00PM – 5:00PM: Hot topics:

- **Housing Options and Diversity in Housing Available** *Presentation by Terry Rozema and Jason Angell*

- Community and Housing Diversity Discussion
  - Encourage builders to bring forward a variety of housing development that is different from the developments we current have in the community. Diversify housing options and opportunities.
  - Suggestion offered to change some of our standards to allow for manufactured homes like the community off Silverbell and Twin Peaks. The incentive for this type of housing would be higher density.
  - Build more condominium projects.
  - Council agreed they would like additional research on housing. Staff will put together examples and more detail on incentive programs. Staff will schedule a study session on housing.

- Travel Corridors and Wildlife Connectivity *Presentation by Terry Rozema and Jason Angell*
  - Additional discussions are needed to identify corridors and open space. Staff will put elements of the Habitat Conservation Plan HCP and will bring it back for a study session.

- Water Resources Demands and Our Water Portfolio/Conservation *Presentation by Jing Luo and Erik Montague*
    - CAP calls often to see if they want non-Indian Agriculture water.
    - Staff mentioned they were not aware of this opportunity. Will do additional research, as well as provide Council an update to obtain more water rights.
    - Form a task force that will consist of multiple departments. Task force will make policy and/or purchase recommendations to Council.

    - Conservation Incentive Program Feedback
        - Suggestion that the Town develop some conservation programs, as every bit helps. Staff will look into conservation programs and bring back to Council for approval.

- Compensation and Employee Retention *Presentation by Terry Rozema*
    - Discussed earlier.

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 Comerford second the motion to adjourn the meeting. Motion passes, 5-0. Meeting adjourned at 6:53PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council Special Retreat Meeting held on March 10-11, 2022. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

MARANA TOWN COUNCIL
STUDY SESSION
11555 W. Civic Center Drive, Marana, Arizona 85653
Second Floor Conference Center, May 24, 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 (Excused), Roxanne Ziegler (attended electronically), John Officer, and Herb Kai.**

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

APPROVAL OF AGENDA

Council Member Officer moved and Council Member Craig second the motion to approve the agenda as presented. Motion passes unanimously, 5-0.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Strategic Planning; discussion and possible direction regarding the continued development of Marana Strategic Plan V, including discussion regarding the Town's Mission, Vision, and Strategic Plan Structure (Andrea Caicedo)

Town Manager Terry Rozema provided an overview of the Strategic Plan Update V presentation and introduced **Anindita Mitra, Founding Principal of CREÄ Affiliates, LLC** who would present the materials to the Council. *(A copy of the presentation is on file in the Town Clerk's Office for review upon request.)* Below are highlights from the presentation.

PURPOSE

- Review Vision Statement
- Select a Mission Statement
- Approve Strategic Plan Organization

Council was led through a series of discussions and exercises in developing a vision, a mission statement, along with focus areas in building the strategic plan statement. Through those discussions and exercises, the Council came to a consensus on the vision and mission statement.

Mission Statement:

Consensus: Five-star service for a thriving community.

Marana Values:

Consensus: Like the current values and would rather not change them.

Focus Areas:

- Thriving Community: Strengthen the sense of place and create opportunities for community connections. *Incorporate safe community within the statement or elsewhere.*

- Thriving Commerce: *Consensus to change definition*: Recruit and maintain a diverse commercial sector that is supported by local workforce training and funding opportunities.

- Healthy Lifestyle: *Consensus to change definition to,* Provide a variety of recreational, artistic and cultural opportunities along with a flourishing natural environment to support healthy and active lifestyles.

- Proactive Governance: (Change to Proactive Public Services) *Consensus to change focus area to,* Proactive Public Service, Foster an open atmosphere that embraces change, creativity, innovation and calculated risk, and maintains the Town's quality of customer-oriented service delivery.

- Cherished Heritage: *Consensus to add more resources to heritage* (ex. hiring someone that focuses on preserving the town's heritage) Leverage the region's historic and cultural legacy to strengthen community character, increase community pride, and to build a robust heritage tourism industry.

Commitment to Heritage:
- Alternative Structures for SP5
    - Keep Heritage as a Focus Area and allocate resources
    - Make Heritage a key element of Vibrant Communities

Strategic Plan Structure A:

Interim Town Engineer and Deputy Public Services Director Fausto Burruel suggested that the Town's Five Stars equals its each of the Town's Focus Areas: Vibrant Communities, Thriving Commerce, Healthy Lifestyles, Cherished Heritage, and Proactive Public Service.

Actionable Goals:
- Add Business Retention and Attraction to actionable goals.

Overriding Principles
- *Consensus to remove completely the principles from the plan*. "Seems redundant."

Implementing the Vision for Marana

Aspirational
- General and Other Plans
    - What?
    - Where?
    - Why?

Role of the Strategic Plan

Technical
- Strategic Plan
    - What?
    - When?
    - How?
    - Who?

Programs	Projects	Laws
- Recreational	- Capital Projects	- Municipal Code
- Social Service	- Plans	- Design Standards
- Economic Development	- IT Projects	- Council Resolutions
- Maintenance		

- Operations
- Policing

Logistics
- Financing
- Human Resources
- Procurement

Compliance
- Building Inspection
- Permitting
- Code Enforcement
- Policing

Department Leads

Strategic Plan
- Town Manager
- Deputy Town Manager
- Assistant to the Town Manager

Programs
- Parks & Recreation
- Neighborhood Services
- Economic Development
- Public Works
- Water
- Police
- Communications

Projects
- Public Works
- Water
- Development Services
- Parks & Recreation
- Information Technology

Laws
- Town Attorney
- Town Clerk
- Development Services

Compliance
- Development Services
  - Building Inspection
  - Permitting
- Neighborhood Services
- Police

DRAFT

Logistics
- Finance
    - Procurement
    - Budgeting
- Human Resource
- Town Manager

Ms. Mitra provided the next steps in the development process for the Strategic Plan 5 stating that the Executive Leadership Team will review it on June 9. Once approved by the Town Manager, staff will bring it to Council on June 28 in a Study Session for review and action.

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.

Council Member Kai, moved and Council Member Officer second the motion to adjourn the meeting. Motion passes unanimously 5-0. Meeting adjourned at 7:54 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council Study Session Meeting held on May 24, 2022. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 7, 2022, at or after 6:00 PM

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

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

CALL TO THE PUBLIC

Julie Prince commented on the accident on Coachline Road that resulted in a pedestrian being killed. She requested that Council increase police presence in the area.

Shirley Nellson commented on the accident on Coachline Road that resulted in her husband death.

Karen Fredsall neighbor to **Ms. Nellson** commented on the Coachline Road accident that resulted in the death of Ms. Nellson husband.

Gary Gustafson commented on the accident on Coachline Road and asked Council to take steps to increase patrolling in the area.

Joan Bentz commented on the accident on Coachline Road that resulted in the death of a pedestrian.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Comerford reported on the Ride for the Wall came from through town. It was wonderful to see so many riders stop through town. She said it was a wonderful event to see 350 to 400 motorcycle riders come through town for the event. On the same day, Northwest Fire Department opened its new Administration Building. The ceremony was beautiful and the building is beautiful.

Council Member Officer commented on the Ride for the Wall riders and said it was interesting to listening to their speech. It was approximately 350 to 400 riders. That 25% of the riders had a hydration problem the day before the event coming from Yuma to Casa Grande. He reminded the community to stay hydrated by drinking water as the weather is getting hotter and more and more people are participating in outdoor activities.

Council Member Ziegler reported that she spoke with some of the residents of LaPorta Del Norte last week. At present, there is not a builder in that part of the community who is building. Although they are not considered Marana residents, she still recognize them as part of the community. She continues to meet with them because there are some drainage problems and road problems. She convey to **Planning Supervisor Steven Cheslak** to thank **Development Services Director Jason Angell** for providing a response from the Town to the residents. The residents were appreciative that the Town was still involved and care about their community.

Mayor Honea reported on the following:

- He and **Town Manager Terry Rozema** attended the PAG Meeting on Thursday. The meeting only lasted 4 hours and 15 minutes list.

- Attended the Marana Chamber Breakfast last week as well with **Planning Commissioner Tom Schnee**. He spoke of the number of new business owners/operators have come to the event. There are so many new businesses moving into our community. People are happy in coming to Marana. They are treated well, pleased with our police and roads.
- **He and Mr. Rozema** went to White Stallion Ranch and met with Michael Russell and Michael True. They discussed the possibility of doing some projects over there. It is preliminary, and he was not extremely kind to him. He is not against growth, as growth pay has to pay for itself. No promises were made to them, as they would need water and sewer from the Town. Currently, they receive water and sewer services from Pima County. In order to do anything, the Town would have to annex them.
- **He and Council Member Comerford** went to the Senior Center today, as it was their first aquatics workout day. He spoke of the Town's new Community Center Aquatic Center coming onboard with a year round heated pool. They were very excited to hear the news.
- Met with former Mayor of Gilbert Jenn Daniels who is working with a battery company to install solar panel.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema reported on the following:

- Development Services issued 59 Single-Family Residential permits for May 2022. Last year May 2021, the total was 82. He spoke with the representatives at Sahba about the low number of housing permits. They said it has more to do with available lots as well as supply chain issues. Not being able to be concrete with tiles, windows, all kinds of things that are slowing down the process to complete the houses they already or to start new ones.
- For the first few days in the month of June, 12 SFRs were issued. We sit at 1250 FY2022 as compared to 1067 for last year.
- Parks & Recreation has many upcoming events big Star Spangled Spectacular on July 3. Again celebrating that on the July 3 due to the availability fireworks.
- Marana Pool 50th year Jubilee celebration highlighted many events for the community to participate in including open swim, swim lessons, demos and water aerobics, as well as many vendors.
- Gladden Farms Soccer Fields grand opening will be Friday, June 10 at 9:00 AM.
- Adult Paint Night on Friday, May 27 was a big success and.
- The roundabout construction for Sandario and Twin Peaks was delayed until Monday, June 13 with the completion to occur before the start of the new school year of July 31.

PRESENTATIONS

DRAFT

CONSENT AGENDA

C1 Resolution No. 2022-052: Relating to Development; approving a Final Block Plat for San Luciano Townhomes Lot 1 and Lot 2 (Non-Buildable Lot), located at the southeast corner of the intersection of Oldfather Road and Gilbert Street (Spencer Hickman)

C2 Resolution No. 2022-053: Relating to Development; approving an Amended Final Plat for Tangerine/I-10 Lots 3-5 & Block 1 generally located south of Tangerine Road and a quarter-mile west of Interstate 10 (Steve Cheslak)

C3 Resolution No. 2022-054: Relating to Administration; approving and authorizing the Finance and Purchasing Director to execute a Deed of Gift donating a barcode printer to Pima Community College Police Department (Yiannis Kalaitzidis)

C4 Approval of the Regular Council Meeting Summary Minutes of May 17, 2022 (Cherry L. Lawson)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Relating to Boards, Commissions and Committees; discussion and consideration regarding recommendations from the Spring 2022 Marana Citizens' Forum on the topic "Enhancing Outdoor Recreation and Tourism Experience" (Andrea Caicedo)

Assistant to the Town Manager Andrea Caicedo provided an overview of the item being presented and introduced **Forum Delegate Chelsey Pings** on behalf of the Marana Citizens' Forum to give the presentation.

Ms. Pings thanked the Council for the opportunity to serve on the Forum as well as the each of the Forum Delegates who served and participated during the Spring 2022 Session. *(A copy of the presentation is on file in the Town Clerk's Office for review upon request.)* Below are highlights of the presentation.

Spring 2022 Session Topic

- "Enhancing Outdoor Recreation and Tourism Experience"

- Outdoor recreation and tourism go hand in glove. By enhancing outdoor recreation and tourism the town can reap significant economic return through more visitation, longer stays, higher spending, and above all great experiences.

- How can the Town enhance and improve outdoor recreation and tourism? The Forum will create a series of recommendations to fill in identified gaps in regards to outdoor recreation and tourism as well as identify issues that can be addressed in the short-term.

- Summary of Issues
  - Enhancement of Current Assets & Events
  - Communication & Marketing
  - Town Branding
  - Accessibility & Connectivity
  - Programs & Recreation
  - Tourism Focus
  - Partnerships & Cooperation
  - Recreation Infrastructure

- Most Important Issues
  - Communication & Marketing
  - Enhancement of Current Assets & Events
  - Tourism Focus
- Question 1
  - What can be done from a marketing standpoint to better promote Marana recreation and tourism events?
  - Recommendation 1: Marketing Tools & Increasing Visibility
    - Evaluate the alignment of tourism and marketing responsibilities of existing staff with the goal of optimizing marketing, communications, and tourism with a consistent message for residents and potential tourists.
    - Provide signage along I-10 and signage regarding assets throughout the Town.
    - Collaborate with organizations and entities such as MUSD, HOAs, local businesses, etc., to better distribute promotional materials.
- Question 2
  - Which assets and/or events can be augmented?
  - Recommendation 2: Event and Asset Enhancement
    - Prioritize infrastructure for hosting outdoor recreation and tourism events and enhancing the vision of infrastructure that will serve tourism and the community.

        - Create a new signature event that is unique and branded to Marana.
        - Explore opportunities for new events such art shows, street fairs, farmers market, and expos.
- Question 3
    - What challenges currently exist that may prevent the Town from effectively attracting new tourists?
    - Recommendation 3: Tourism Focus
        - Grow a signature event that helps establish Town branding that reflects the Town's heritage.
        - Create tourism specific marketing materials such as a map that highlights Town assets.
        - Refresh Discover Marana website and promote tourism through digital and print means with updated websites and social media. Partner with the State Tourism Department and other agencies to promote tourism specific to Marana.

Ms. Pings concluded her presentation with recommendations, and stated the Forum make these recommendations with full awareness that funding would be discussed for implementation purposes. They do believe the series of recommendations are feasible and can benefit the community. She thanked the Forum Delegates and Town staff for their assistance in the process.

COUNCIL ACTION

A1 Resolution No. 2022-055: Relating to Economic Development; extending the Marana Job Creation Incentive Program for ten additional years (Curt Woody)

Town Attorney Jane Fairall stated she would be filling in for **Economic Development Director Curt Woody** who is experiencing laryngitis, provided an overview of Resolution No. 2022-055 extending the Marana Job Creation Incentive Program for 10 additional years.

The item before you tonight is a request to extend the Marana Job Creation Incentive Program for another 10 years. It actually expired in April of this year, that she and **Mr. Woody** realized that and quickly placed it on the earliest agenda for consideration by Council to extended retroactively from the date in April through 2032.

Ms. Fairall read from **Mr. Woody's** notes stating the participants in the program has had success including Sargent Controls Marana Micro Hospital, Watermark Assisted Living, International Towers, PBB Fabrications, and Dove Mountain Assisted Living. In addition,

the Town has pending applications on file from Sargent Controls doing an expansion from Alley Cat Scientific Expansion from Roach Ventana, and from Flint Development.

It has been a good program for providing construction sales tax reimbursement for construction that comes from the development in question for the targeted employers generating at least $24,000 in Marana construction sales tax, and create at least 10 new Marana jobs with wages that equal or exceed $40,000 in order to qualify.

Council Member Ziegler stated that is a fantastic program. She questioned which Town Manager was in office at the time of the creation of the program. **Ms. Fairall** stated it was former Town Manager Gilbert Davidson and Josh Wright who is the Town Manager of Chandler.

Council Member Ziegler moved and Vice Mayor Post second the motion adopting Resolution No. 2022-005 extending the Marana Job Creation Incentive Program for an additional 10 years. Motion passes, 6-0.

A2 Resolution No. 2022-056: Relating to Administration; adopting the Town of Marana Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for FY 2022-2023 (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis provided an overview of Resolution No. 2022-056 adopting the Town of Marana Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for FY 2022-2023. *(A copy of the full presentation is available in the Town Clerk's Office for review upon request.)*

Mr. Kalaitzidis stated we would like to update our funding policy for the PSPRS System that the Town participates, as this is an annual requirement that we have the statute that was past few years ago. The Town have a policy that we put together at this point, and we are updating it. The Town is seeking the Council's approval to accept the numbers presented for PSPRS years one and two for our officers. Once approved by Council, Town staff will post the policy on the Town's website share the policy with the PSPRS Board.

Mayor Honea stated he agrees with the policy, as he was had asked for the Town to pay our entire years assumed responsibilities—virtually week one of the fiscal year. He explained his reasoning and stated that we can pay it as quickly as possible, if the Town has the cash flow.

Vice Mayor Post moved and Council Member Comerford second the motion approving Resolution No. 2022-056 adopting the Town of Marana Public Safety Personnel

Retirement System (PSPRS) Pension Funding Policy for FY2022-2023. Motion passes, 6-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Resolution No. 2022-057: Relating to the Expenditure Limitation; proposing a permanent adjustment to the 1979-1980 Base Expenditure Limitation of the Town of Marana (Yiannis Kalaitzidis)

Mr. Kalaitzidis provided a PowerPoint Presentation explaining the nature of the expenditure limitation and proposing a permanent adjustment to the 1979-1990 Base Expenditure Limitation of the Town of Marana. *(A copy of the presentation is on file in the Town Clerk's Office for review upon request, as well as the video of the presentation is available on the Town's website www.maranaaz.gov for viewing.)* Below are highlights of the presentation.

Background

- Arizona Constitution and Arizona Revised Statutes impose an expenditure limitation on every City and Town in the State.
    - Baseline expenditures from FY 1979-80
    - FY 79/80 base - $202,239
- State Economic Estimates Commission adjusts limitation each year
    - Standard inflation rate (3.31000)
    - Population growth (38.7186)
    - FY 22/23 expenditure Limitation $25,918,356

- Expenditures from certain revenue sources are excluded from the expenditure limitation
    - Bond proceeds
    - Interest income
    - Grants
    - Intergovernmental revenues
    - CFDs & Improvement Districts

State Imposed Limitation Not Adequate for Current Service Levels

- Assumes the 1979/80 budget provided equivalent service levels to today
    - Utility Service not provided by Town in 1979/80
    - Increased expectation for services above 1980 levels (Parks & Rec, Streets, etc.)
- Does not account for new revenue sources
    - Impact fees for new growth
    - Increases in sales taxes and rates

    - Additional utility revenues
- Does not account for increases in commercial activity
    - Growth factor covers population and average inflation
    - Growth of regional shopping
    - Growth of Tourism

Options Other Than the State Imposed Limitation

- Home Rule
- Permanent Base Adjustment
- Capital Projects acquisition
- One-time Override

All require voter approval

Comparison

Home Rule Option	Permanent Adjustment Option
- Voters required approving every 4 yrs.	- Fewer Elections – reduced costs
- Sets limit at adopted budget	- Risk of not obtaining voter approval
- Reduces reporting requirements	- Increased reporting requirements for audit*
- Election costs and staff time preparing for election	Might limit unanticipated growth*
- Risk of not obtaining voter approval	
* Risk may be minimized	

Mr. Kalaitzidis stated the Town would like to recommend to Council a Permanent Base Adjustment be made to 2,000,000, or an adjustment specifically of $1,797,761, as that is how the resolution is presented.

The permanent base adjustment by law may be referred to voters by affirmative vote of 2/3 of the members of the Town Council. If Council approves this resolution, as required by law, then we will start the process as staff of calling an election for the proposed permanent base adjustment in November of this year. Such an approval by Council and subsequently label orders would provide long-term stability for the core services of town.

Council Member Ziegler stated in the past, voters have always gone and voted. However, ask whether the state could come back and to the Town regarding the state imposed limitation. Can the state nullify the voters' decision on the permanent base adjustment? **Mr. Kalaitzidis** responded stating this is a local matter, and the voters would vote on the measure.

Council Member Craig complimented **Mr. Kalaitzidis** and his staff for bringing forward the innovative proposal as well as all of the work that went into presenting this item.

Vice Mayor Post expressed his concern over the setting the limit too low. He referenced the school system and the state having recently gone through some issues with the legislature with not having to spend their *windfall money* from the federal government. He wants to be assured that if some type of project came before the Council for consideration (such as $100M interchange), that the amount proposed for the limitation would not preclude the Town from considering the project.

Mr. Kalaitzidis responded stating the short answer would depend on a few factors, 1) what are the other projects that have been prioritized at that time, 2) what would that do to our budget? 3) Do we have the funding to do it? 4) Is it cash or would we need to do debt financing? Even if the Town answered those question and it is determined that we do have the cash to do the project, and we were above our limit, the Town would still have the potential to bring a one-time item to the voters for a special capital project.

We would still have the flexibility of going back to the voters while providing the operational flexibility that this would give us, if we go forward.

Vice Mayor Post replied stating we would like the Town to ensure the amount is high enough to cover anything that may come up in the future. Other than that, he is thrilled that we are finally moving forward to do this.

Mayor Honea stated that he has been a fan of Home Rule, although he wish that it were not something the voters voted on every four years. With Home Rule, there is no limitation. If we get a project, or the federal government wants to give the Town $20M to $50M, as long as we are under Home Rule and we set the amount in our budget, the Town can go forward. He asked if we use this program, what would be the ceiling roughly this year and next year.

Mr. Mayor, if we were to do this here, the $2 million ceiling would be set at $256M, about $23M higher in the budget. In the next year, it will be $278M. Every year from now until 2036, we should be able to not go below our budget where the limitation calculation is concern.

However, if the Town receives the money from a federal source or from a grant, the limitation does not apply to that money. The Town can spend it without any penalty. Therefore, that is a benefit to the Town. The restricted fact is when we produce that money, such as a retail sales tax.

Therefore, in that respect, I think that if we ever agree to that point where we are pulling it so many more unexpected revenues that we could look at that situation. Nothing would preclude the Town from going back to the voters at some point to do a Home Rule as an option, or another base adjustment in the future. The true benefit of this option is that if we do it, we would have a more efficient use of resources. We do not spend money every four years in elections. The Town does not have the risk of the voters opposing it every four years with no other alternative.

Vice Mayor Post moved and Council Member Officer second the motion adopting Resolution No. 2022-057 proposing a permanent adjustment to the 1979-1980 Base Expenditure Limitation of the Town of Marana.

Roll Call Vote:	***2/3 of the Seven Council Members is five***
Mayor Honea	***Yes***
Vice Mayor Post	***Yes***
Council Member Craig	***Yes***
Council Member Comerford	***Yes***
Council Member Officer	***Yes***
Council Member Ziegler	***Yes***

Motion passes, 6-0

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)

Mr. Cheslak provided an update to the public and private projects and development applications on the Town's website in the absence of **Development Services Director Jason Angell.**

D3 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Terry Rozema)

Mr. Rozema reported on the following:

- The Legislature did not pass its budget this week as we had expected.
- There was a couple of items that were overlooked in the Manager's Update:
  - Refurbishing and renovating the pool barn at the Heritage Park, as we originally looked to replace it, but we are going to refurbish it.
  - The Juan Valdez statute that used to be up at Circle K will be relocated to Heritage Park and placed on display at the park.

- Congratulated and publicly thanked **Technology Director Isaac Abbs** who will be leaving the Town employment on June 17. He acknowledged the great work and leadership to the Technology Services Department.

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 Officer second the motion to adjourn the meeting. Motion passes unanimously 6-0. Meeting adjourned at 7:32 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council Regular Meeting held on June 7, 2022. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

Council-Regular Meeting **L1**

Meeting Date: 06/21/2022

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: June 21, 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 #012 Restaurant Liquor License submitted by Alejandro Diaz on behalf of Alejandro Serious Mexican Food, located at 7850 North Silverbell Road, Tucson, AZ 85743 (Cherry L. Lawson)

Discussion:

This application is for a new series #012 Restaurant liquor license at Alejandro Serious Mexican Food, located at 7850 North Silverbell Road Tucson, AZ 85743.

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 #012 Restaurant liquor license submitted by Alejandro Diaz on behalf of Alejandro Serious Mexican Food, located at 7850 North Silverbell Road, Tucson, AZ 85743.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #012 Restaurant liquor license application submitted by Alejandro Diaz on behalf of Alejandro Serious Mexican Food, located at 7850 North Silverbell Road, Tucson, AZ 85743.

Attachments

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

[redacted]

received
05/26/2022
1:03pm NH

LL2022-09

State of Arizona
Department of Liquor Licenses and Control

Created 05/25/2022 @ 03:53:26 PM

Local Governing Body Report

LICENSE

Number:
Type: 012 RESTAURANT
Name: ALEJANDRO SERIOUS MEXICAN FOOD
State: Pending
Issue Date:
Expiration Date:
Original Issue Date:
Location: 7850 N SILVERBELL ROAD
#156
TUCSON, AZ 85743
USA
Mailing Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

AGENT

Name: ALEJANDRO DIAZ
Gender: Male
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

OWNER

Name: ALEJANDRO DIAZ
Gender: Male
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 193244
Application Type: New Application
Created Date: 04/05/2022

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property Tenant
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   10% late fee if not paid on time.
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   none
6) Is there a drive through window on the premises?
   No
7) Does the establishment have a patio?
   No
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   5/2022

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MENU	menu.docx	04/05/2022
DIAGRAM/FLOOR PLAN	floor plan.pdf	04/05/2022
RESTAURANT OPERATION PLAN	az liq application filled out.pdf	04/05/2022
QUESTIONNAIRE	questionaire.pdf	04/07/2022

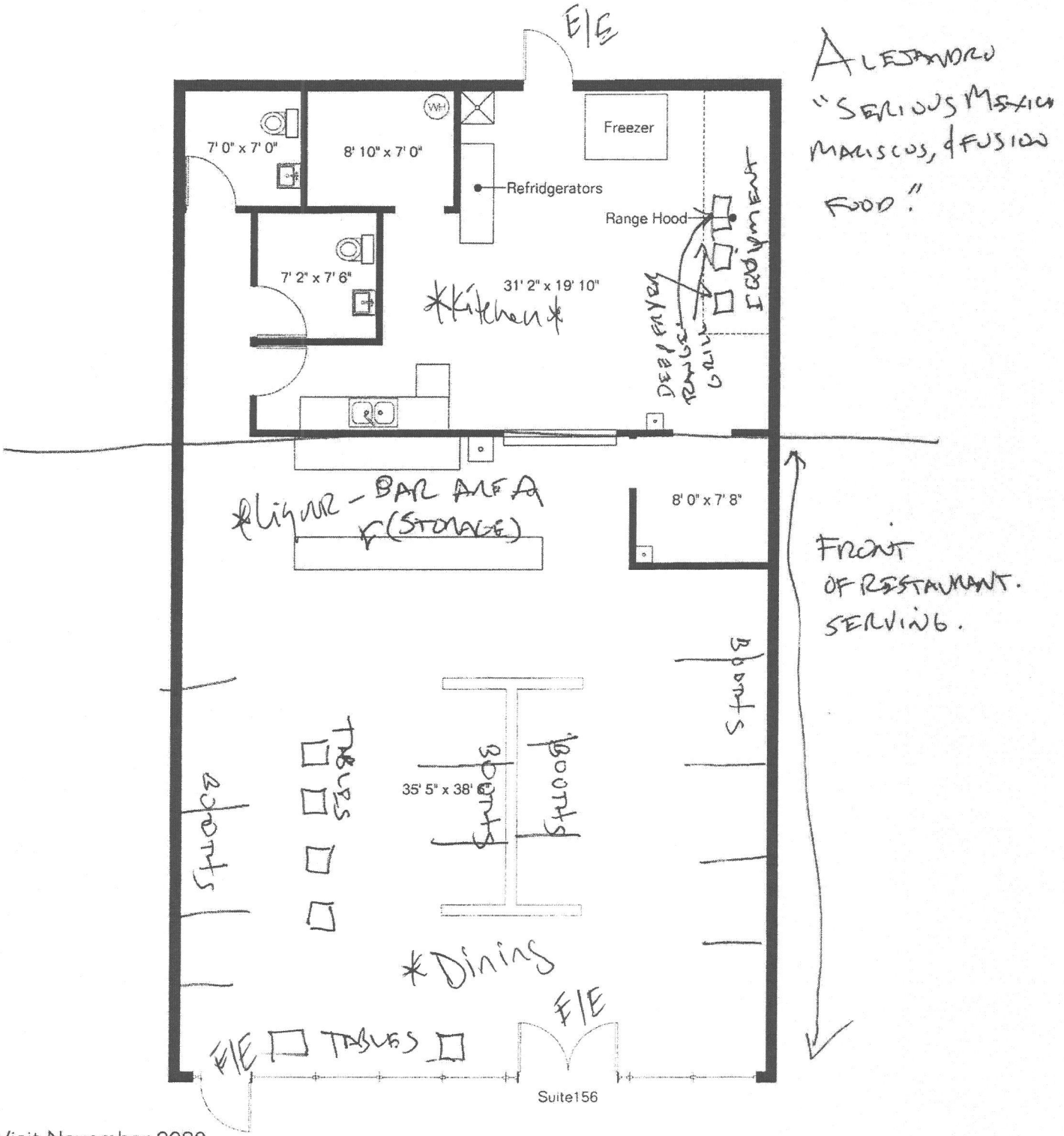
MISCELLANEOUS	finger print card.pdf	04/07/2022
MISCELLANEOUS	citizen statement.pdf	04/07/2022
RECORDS REQUIRED FOR AUDIT	audit.pdf	04/07/2022
	menu.pdf	05/03/2022
	my id.pdf	05/03/2022
	finger print card.pdf	05/03/2022
	diagram with exit and entrances.pdf	05/03/2022
	questionaire.pdf	05/03/2022

The square footages and room size information are deemed to be reliable but are not guaranteed and should be independently verified. This drawing is for marketing purposes only.
*Ceiling heights are 9' 11"
Unless noted otherwise

7850 N Silverbell Rd Ste 156

'22 APR 13 Liq. Lic. AM 8:28

Presented by Terri Marsh
4-D Properties
(520) 307-7532



Site Visit November 2020

0 ft. 6 ft. 10 ft. 20 ft.

Rentable 2,160 Sq Ft

Copyright 2020 Floor Plans First! LLC
All Rights Reserved.

Floor Plans First!
See the Floor Plan First
FloorPlansFirst.com
(520) 881-1500

'22 APR 13 Liq. Lic. AM 8:28

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

DLLC USE ONLY
Job #: 193244

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): Alejandro "Serious Mexican Food"

2. List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	36" Flat Grill
Oven	6 Burn stove
Freezer	Walk in Freezer 8x8
Refrigerator	3 door refrigerator
Sink	3 hand washing sinks
Dish Washing Facilities	3 compartment sink
Food Preparation Counter (Dimensions)	48" prep table
Other	

3. Attach a copy of your full menu **including prices**
(examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the **seating capacity** for:

   a. Restaurant dining area of your premises: **(Do not include patio seating)** [82]

   b. Bar area of your premises: [+ 8]

   c. Total dining and bar seating capacity of your premises: [= 90]

5. What Type of dinnerware and utensils are utilized within your restaurant?

   ☒ Reusable ☐ Disposable ☐ Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☐ No

   (If yes, what percentage of the public floor space does this area cover?) 8 %

7. What percentage of your public premises is used primarily for restaurant dining?

   (Do not include kitchen, bar, hi-top tables, or game area.) 92 %

Individuals requiring ADA accommodations call (602) 542-9027.

8. Does your restaurant contain any games, televisions, or any other entertainment? ☐ YES ☒ No
(**If yes, specify what types and how many** (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

22 APR 13 Liq. Lic. AM 8:28

9. Do you have live entertainment or dancing? ☐ YES ☒ No
(**If yes, what type and how often** 8.5
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	4
Bartenders	0
Hostesses	0
Managers	1
Servers	4
Other (dishwasher)	1
Other ( )	
Other ( )	

I, Alejandro Diaz, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

X _____
(Signature of APPLICANT)

NOTARY

OFFICIAL SEAL
Arlette Ruiz
Notary Public- Arizona
Pima County-Comm # 619949
My Comm. Exp.December 29, 2025

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this 30 (Day) day of March (Month) 2022 (Year)

My Commission Expires on: Dec 29, 2025 (Date)

Arlette Ruiz
Signature of Notary Public

'22 APR 13 Liq. Lic. AM 8 28

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

RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    - A. Sales Journals/Monthly Sales Schedules
        1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        3) Dated Guest Checks
        4) Coupons/Specials/Discounts
        5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks
11. Tax Records
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
    - A. Copies of all reports required by the State and Federal Government
    - B. Employee Log (A.R.S. §4-119)
    - C. Employee time cards (actual document used to sign in and out each work day)
    - D. Payroll records for all employees showing hours worked each week and hourly wages

Individuals requiring ADA accommodations please call (602)542-9027

13. Off-site Catering Records (must be complete and separate from restaurant records)

'22 APR 13 Liq. Lic. AM 8:28

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1."Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2."Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY

I, (Print Full Name) ALEJANDRO D. A C, have read and understand all aspects of this statement

X (Signature) _____
Controlling Person / Agent

State of Arizona County of PIMA
the foregoing instrument was acknowledged before me this

7th of April 2022
Day Month Year

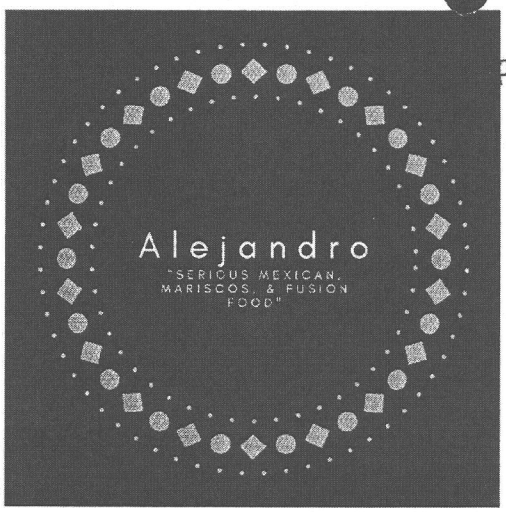
My commission expires on: 8-15-2025

Stacy Ellen Topmiller
Signature of NOTARY PUBLIC

STACY ELLEN TOPMILLER
Notary Public, State of Arizona
Pima County
Commission # 612601
My Commission Expires
August 15, 2025

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

AY 9 Liq. Lic. AM1129



Alejandro

"Serious Mexican, Mariscos, & Fusion Food"

7850 N Silverbell Rd Ste 156

"CON GUSTO"

Appetizers

- Calamari in a Mango Sweet Chile Sauce and arugula mix-14.99
- Mexican Cheese Board- (Two Mexican famous cheeses-Owners Choice, Chorizo, Refried Beans, Warm Tortillas with butter) -14.99
- Red Chile/Garlic Home Made Hummus accompanied with a fresh garbanzo bean in a Lime, Soy, Chile, sauce with a sprinkle of sesame seeds -served with Chips -9.99
- Asian inspired fresh spring rolls- Mexican Arrachera and Shrimp or Mariscos Shrimp & Pulpo-(Delicious dips Mango Sweet Chile sauce or Peanut soy honey sauce)-11.99
- Crab puff jalapeno mini-Chimi-9.99
- Oysters-Dozen 24 16 for ½ dozen Oysters preparados with shrimp and callo de hacha -33 dozen
- Queso Fundido-Chorizo-9.99

AMENDMENT

Appetizers-large Meal Size

- Cheese Crisp with green chili, chicken, Pico de gall0, 14.99
- Wings -buffalo and prickly pear sauce or Jalapeno sauce;13.99
- Quesadilla- two large tortillas brushed with sour cream, plus cheese, chicken, Pico De Gallo topped with sour cream-.11.99
- Caramello-Carne Asada and Mozzarella between two tortillas. This quesadilla is a Tucson Favorite-14.00
- Ceviche--Shrimp or Fish-17.99 (Served with avocado and tostadas)

Enchiladas

(Served with Rice and beans or choose Calabacitas or a cup of Albondigas or Tortillas Soup)

- Two Red Sauce, Green Sauce, or White Sauce Enchiladas-Chicken Or Beef or Spinach/Shrimp-18.99

Salads

'22 MAY 9 Liqr. Lic. AM11:29

- Caesar Salad- awesome Caesar dressing, seasoned thin tortilla strips-Chicken 15 or Shrimp 16
- Taco Salad- Chicken or beef-14
- Frida Salad-Shrimp, three color bell pepper and onion, seasoned thin tortilla strips- 15

Molcajete

- Shrimp, Steak, Chicken, Bell pepper, cheese, in a rich salsa. - 24.99

Flautas ahogadas Flour or corn

(Served with Rice and beans or choose Calabacitas) Served Smothered in salsa

- Seasoned Chicken, Beef, or Carnitas-our fajitas are not dry!-15.99

Tacos

(Served with Rice and beans or choose Calabacitas)

- Ribeye Carne Asada tacos-Deconstructed a fresh tortilla, a thin slice of seasoned ribeye and a slice of avocado- ON its own its outstanding add a squeeze of lime, Pico de Gallo and salsa, and its heavn-16.99
- My father's Taco Dorados Gilberto's Tacos- each taco is hand fried in a corn tortilla-filled with delicious, seasoned beef-17.99
- Carne asada street tacos-Seasoned just right-15.99
- Carnitas-15.99
- Beef Chicharrons-15.99
- Ground beef open tacos-14.99

AMENDMENT

Fajitas

(Served with Rice and beans or choose Calabacitas)

- Chicken, Beef, Shrimp. With three color bell pepper and onion- 21 Mixed-24

Chimichangas

(Served Enchilada Style for the ultimate experiences- Red, Green, or White)

(Served with Rice and beans or choose Calabacitas)

- Chicken-Red Chile Beef- or Green Chile-16.99-

Burros

(Served with Rice and beans or choose Calabacitas)

- Carne Asada- Pico and Guacamole on the side-14.99
- Percheron Burro Italy inspired with Carne Asada, pepperoni, mushrooms, tomato, avocado, mozzarella a touch of mayo-15.99
- Percheron-Carne asada, grilled onion, avocado, tomato, mozzaeralla. -15.99
- Carne Macha-18.99

Plates

'22 MAY 9 Liqr. Lic. AM11:29

(Served Rice and beans or choose Calabacitas)

- Sauteed Carne Macha green Chile, onion, tomato-19.99
- Red or Green Chile Beef over fried bread-17.99
- Arrachera Steak Boldly Seasoned-26
- Chile Rellonos-

Soup

- Albondigas-Primos Juan Luis. Cup-7 Bowl 13.99
- Tortilla soup- Cup 7 Bowl 12.99

Mariscos

- Mexican Cocktail-Campechana-Shrimp, Pulpo, Scallops, abalone-in our awesome broth-24
- Shrimp-19 Pulpo-19
- Tostada Ahogada-Stacked Shrimp, Pulpo, Scallops and avocado or Shrimp topped with avacado-18
- Whole Fried Fish-fried then topped with delicious spices and sauce-26
- Culchi Shrimp-18.99
-

Nachos

- Monster Nachos-16
- Calabacita Nachos-16

AMENDMENT

Desserts

- Flan-7.99
- Fried Ice Cream 9.99
- Cheesecake-Dulce de leche-9.99
- Sundae Churros 9.99
- Sopapillas with Honey and Ice Cream-9.99

Drink

- Soda-3.75
- Horchata-3.99
- Ice Tea-3.75

Beer-Bottled-7

- Budweiser, Bud light, Michelob ultra, Corona, Negro Modelo, Pacifico, Tecate
- Mixed Drinks-10
- Margaritas- Strawberry, Mango, Traditional-10

Alejandro

"Serious Mexican, Mariscos, & Fusion Food"

'22 SEP 13 Liqr. Lic. AM 8 28

7850 N Silverbell Rd Ste 156

Appetizers

- Calamari in a Mango Sweet Chile Sauce and arugula mix-13.99
- Mexican Cheese Board- (Two Mexican famous cheeses-Owners Choice, Chorizo, Refried Beans, Warm Tortillas with butter) -12.99
- Red Chile/Garlic Home Made Hummus accompanied with a fresh garbanzo bean in a Lime, Soy, Chile, sauce with a sprinkle of sesame seeds -served with Chips -8.99
- Asian inspired fresh spring rolls- Mexican Arrachera and Shrimp or Mariscos Shrimp & Pulpo-(Delicious dips Mango Sweet Chile sauce or Peanut soy honey sauce)-9.99
- Crab puff jalapeno mini-Chimi-8.99
- Oysters-Dozen 26 18 ½ dozen Oysters preparados with shrimp and callo de hacha -33 dozen

Appetizers-larges

- Cheese Crisp with green chili, chicken, Pico de gall0, 12.99
- Wings -buffalo and prickly pear sauce or Jalapeno sauce;12.99
- Quesadilla- two large tortillas brushed with sour cream, plus cheese, chicken, Pico De Gallo topped with sour cream-.11.99
- Ceviche--Shrimp or Fish-17.99 (Served with avocado and tostadas)

Enchiladas

(Served with Rice and beans or choose Calabacitas or a cup of Albondigas or Tortillas Soup)

- Two Red Sauce, Green Sauce, or White Sauce Enchiladas-Chicken Or Beef or Spinach/Shrimp-17.99

Molcajete

- Shrimp, Steak, Chicken, Bell pepper, cheese, in a rich salsa. - 24.99

Flautas ahogadas Flour or corn

(Served with Rice and beans or choose Calabacitas) Served Smothered in salsa

- Seasoned Chicken, Beef, or Carnitas-our fajitas are not dry!

Tacos

(Served with Rice and beans or choose Calabacitas)

- Ribeye taco-Deconstructed a fresh tortilla, a thin slice of seasoned ribeye and a slice of avocado- ON its own its outstanding add a squeeze of lime, Pico de Gallo and salsa, and its heavn-16.99

- My father's Taco Dorados Gilberto's Tacos- each taco is hand fried in a corn tortilla-filled with delicious, seasoned beef-14.99

'22 APR 13 Liqr. Lic. AM 8:28

- Carne asada street tacos-Seasoned just right-14.99
- Carnitas-13.99
- Beef Chicharrons-13.99

Fajitas

(Served with Rice and beans or choose Calabacitas)

- Chicken, Beef, Shrimp. With three color bell pepper and onion- 19 Mixed-24

Chimichangas

(Served Enchilada Style for the ultimate experiences- Red, Green, or White)

(Served with Rice and beans or choose Calabacitas)

- Chicken-Red Chile Beef- or Green Chile-16.99

Burros

(Served with Rice and beans or choose Calabacitas)

- Carne Asada- Pico and Guacamole on the side-14.99
- Percheron Burro Italy inspired with Carne Asada, pepperoni, mushrooms, tomato, avocado, mozzarella a touch of mayo-15.99
- Percheron-Carne asada, grilled onion, avocado, tomato, mozzaeralla. -15.99
- Carne Macha-17.99

Plates

(Served Rice and beans or choose Calabacitas)

- Sauteed Carne Macha green Chile, onion, tomato-17.99
- Red or Green Chile Beef over fried bread-17.99

Soup

- Albondigas-Primos Juan Luis. Cup-7 Bowl 13.99
- Tortilla soup- Cup 7 Bowl 12.99

Mariscos

- Mexican Cocktail-Campechana-Shrimp, Pulpo, Scallops, abalone-in our awesome broth-24
- Shrimp-19 Pulpo-19
- Tostada Ahogada-Stacked Shrimp, Pulpo, Scallops and avocado or Shrimp topped with avacado-18
- Whole Fried Fish-fried then topped with delicious spices and sauce-26
- Culchi Shrimp-18.99

'22 APR 13 Liq. Lic. AM 8:28

Desserts

Flan-7.99

Fried Ice Cream 9.99

Cheesecake-Dulce de leche-7.99

Sundae Churros 9.99

Sopapillas with Honey and Ice Cream-9.99

Beer-Bottled-7

Budweiser, Bud light, Michelob ultra, Corona, Negro Modelo, Pacifico, Tecate

Mixed Drinks-10

Margaritas- Strawberry, Mango, Traditional-10

received
05/26/2022
1:03pm NH

'22 MAY 9 Liq. Lic. AM11:29

LL2022-09

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. $25.184

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#: 193844

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

2. Name: Diaz (Last) Alejandro (First) (Middle) Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: Tucson (City) AZ (State) USA CR (COUNTRY (not county)) Height: 6'00" Weight: 205 Eyes: Brown Hair: Black

5. Name of current/most recent spouse: (Last) AMENDMENT (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: 1/15/69

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

8. Business Name: Alejandro "Serious Mexican Food" Business Phone: [redacted]

9. Business Location Address: 7850 N Silverbell Rd (Street (do not use PO Box)) Ste156 (City) Tucson, AZ (State) Pima (County) 85756 (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)
5/2021	CURRENT	HR Director	Highgate/Double Tree 289 S Church Ave Tucson, AZ 85701
7/2009	5/2021	Human Resources Buisness Partner	3401 E Gas Rd Tucson, AZ 85714

(ATTACH ADDITIONAL SHEET IF NECESSARY)

'22 APR 13 Liqr. Lic. AM 8:29

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. $25.18

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#: 193244

1. Check the Appropriate Box →

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

2. Name: Diaz (Last) Alejandro (First) _____ (Middle) Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: Tucson (City) AZ (State) U.S.A (COUNTRY (not county)) Height: 6 Weight: 205 Eyes: Brown Hair: Black

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: _____

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

8. Business Name: Alejandro "Serious Mexican Food" Business Phone: [redacted]

9. Business Location Address: 7850 N Silverbell Rd (Street (do not use PO Box)) Ste156 (City) Tucson, AZ (State) Pima (County) 85756 (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)
5/2021	CURRENT	HR Director	Highgate/Double Tree 289 S Church Ave Tucson, AZ 85701
7/2009	5/2021	Human Resources Buisness Partner	3401 E Gas Rd Tucson, AZ 85714

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)* '22 APR 13 Liq. Lic. AM 8 29

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
4/2017	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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) ALEJANDRO DIAZ 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 PIMA

The foregoing instrument was acknowledged before me this

My Commission Expires on: 8-15-2025 (Date) 7th (Day) Day of April (Month), 2022 (Year)

STACY ELLEN TOPMILLER
Notary Public, State of Arizona
Pima County
Commission # 612601
My Commission Expires
August 15, 2025

Stacy Ellen Topmiller
Signature of Notary

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

PRINT NAME: ALEJANDRO DIAZ SIGNATURE: _____

1/11/2018

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

'22 APR 13 Liq. Lic. AM 8:29

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

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) Alejandro Diaz

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 Tucson State (or equivalent) Arizona Country or Territory ~~Pima~~ USA CK

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

2) Name of document: Arizona Drivers License
Go to Section IV.

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

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SECTION III – ALIEN STATUS DECLARATION

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).

SECTION IV - DECLARATION

'22 APR 13 Liqr. Lic. AM 8:29

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.

Alejandro Diaz
Individual Owner/Agent Printed Name

Individual Owner/Agent Signature

4/7/22.
Today's Date

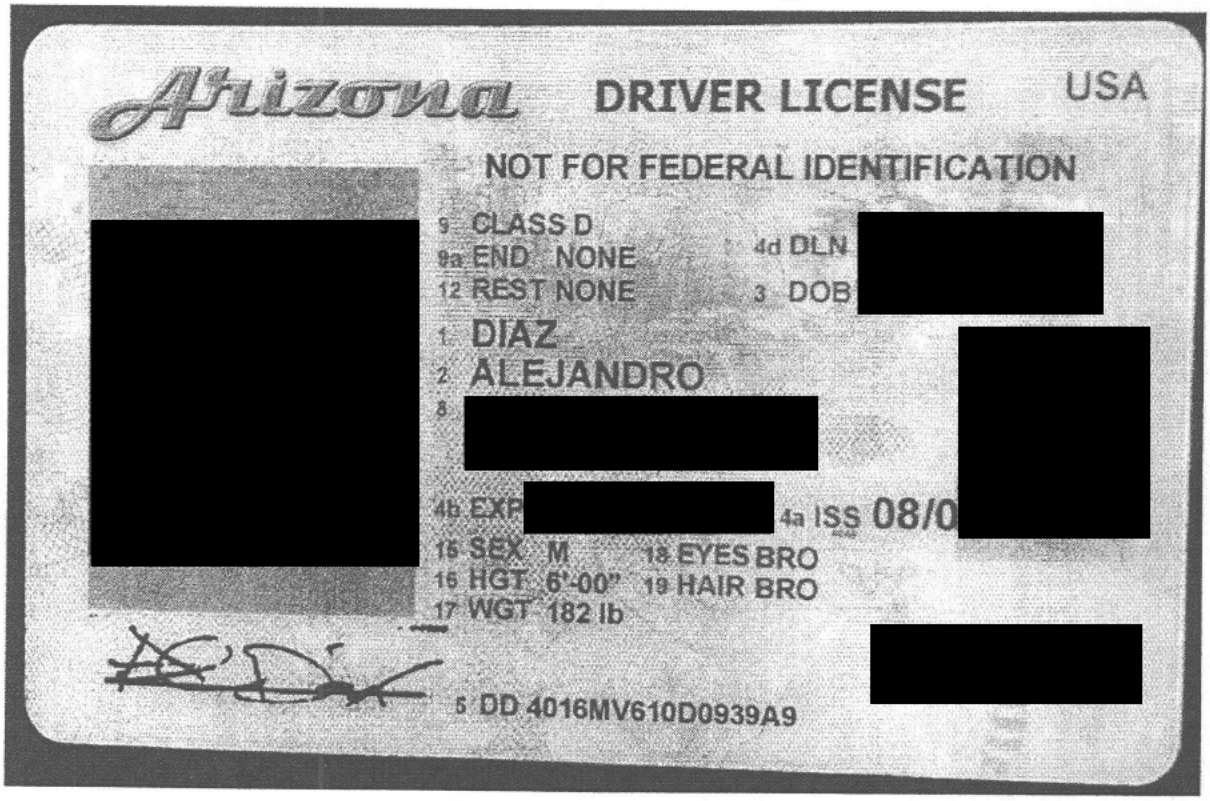
EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

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 MAY 9 Liqr. Lic. AM11:29



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: June 2, 2022 Date of Posting Removal: _____

Applicant's Name: Diaz (Last) Alejandro (First) _____ (Middle)

Business Address: 7850 N Silverbell Rd Ste 156 (Street) Tucson (City) 85743 (Zip)

License #: 193244

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**

_____ _____
Signature **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 #: 193244 (Arizona application #)

2. County of: Pima County City/Town/County #: LL2022-09

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 21 (Day) of June (Month), 2022 (Year) considered the application of Alejandro Diaz (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 193244 (Arizona liquor license application #),

for the license series #: type Series #12 Restaurant (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 Alejandro Diaz (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 **B1**

Meeting Date: 06/21/2022

To: Mayor and Council

Submitted For: Gus Myers, Development Engineering Manager

From: Gus Myers, Development Engineering Manager

Date: June 21, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: [The Town Council acting as the Floodplain Board] Resolution No. FP 2022-001: Relating to Floodplain Management; granting a variance to Marana Town Code Chapter 17-15 (Floodplain and Erosion Hazard Management Code) for property located at 7430 North Silverbell Road (Fausto Burruel)

Discussion:

Rick Engineering submitted a request dated May 25, 2022, for a variance (Town of Marana file number VAR2206-001) on behalf of Silverbell Gateway Apartments LP from the requirements of Marana Town Code chapter 17-15 (Floodplain and Erosion Hazard Management Code) to allow Silverbell Gateway Apartments LP to obtain building permits for an apartment complex site before receiving Federal Emergency Management Agency (FEMA) approval of a Letter of Map Revision (LOMR).

A Conditional Letter of Map Revision (CLOMR) based on an extensive channel interception and delivery system was submitted to FEMA by the applicant in June 2020, and has since been accepted. FEMA is expected to officially approve the LOMR in June 2022, and it is expected to become effective 90 to 120 days after the date of FEMA acceptance. The property is located at 7430 North Silverbell Road, east of Silverbell and north of Ina Road, in a FEMA Zone A floodplain. Zone A is an area of undetermined flooding where detailed study has not been performed. The flood source is the Yuma Mine Wash. The elevation requirement for Zone A construction is for the finished floor elevation to be four feet above highest adjacent natural grade. Instead, the developer

has constructed an extensive channel interception and delivery system that will remove the site from the FEMA floodplain.

Town Code section 17-15-10.E.10.e provides as follows: 10. When a modification or removal of a FEMA Special Flood Hazard Area is sought for a development, the following requirements apply: e. Commercial/industrial buildings to be affected by a LOMR shall not be granted a building permit until the LOMR has become effective, unless the building as designed meets the requirements of this chapter for the pre-LOMR conditions.

The purpose and background for this requirement is to ensure that improvements made will ultimately be approved by FEMA and a subsequent full Letter of Map Revision (LOMR) will be issued. Staff will give a presentation of the site and discuss the implications of granting the variance. FEMA and the Town have strict guidelines on the granting of variances.

Marana Town Code section 17-5-11(C)(6) states that floodplain variances should only be issued upon: a. A showing of good and sufficient cause; b. A determination that failure to grant the floodplain variance would result in exceptional hardship to the applicant; c. A showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in section 17-15-2 of this chapter in the definition of "functionally dependent use"; and, d. A determination that the granting of a floodplain variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

Additionally, Marana Town Code section 17-15-11(C)(5) states: "floodplain variances shall only be issued upon a determination that the floodplain variance is the minimum necessary, considering the flood hazard, to afford relief." The developer has provided engineering support of the channel interception and delivery system and its compliance with the CLOMR. The developer will be expeditiously pursuing the final paperwork process to secure the FEMA LOMR and remove the site from the FEMA floodplain. Town staff agrees that the physical improvements constructed in compliance with the FEMA CLOMR constitute the highest and best information regarding the safety of the site from flooding.

Staff supports the granting of the floodplain variance, and will continue to work with the developer to secure the final LOMR for the site. If the Floodplain Board decides to approve the request, staff has included a resolution with the appropriate conditions as an option.

Staff Recommendation:

Town staff recommends approval of the requested variance.

Suggested Motion:

Option 1: I move to adopt Resolution No. FP 2022-001, granting a variance to Marana Town Code Chapter 17-15 (Floodplain and Erosion Hazard Management Code) for property located at 7430 North Silverbell Road.

Option 2: I move to deny the floodplain variance for property located at 7430 North Silverbell Road.

Attachments

Resolution No. FP 2022-001
Site Plan
Floodplain Map
Variance Application
Presentation

MARANA RESOLUTION NO. FP 2022-001

RELATING TO FLOODPLAIN MANAGEMENT; GRANTING A VARIANCE TO MARANA TOWN CODE CHAPTER 17-15 (FLOODPLAIN AND EROSION HAZARD MANAGEMENT CODE) FOR PROPERTY LOCATED AT 7430 NORTH SILVERBELL ROAD

WHEREAS Silverbell Gateway Apartments LP (the "Owner") is the owner of property located at 7430 North Silverbell Road, Marana, Arizona, and located within a Federal Emergency Management Agency (FEMA) designated special flood hazard area; and

WHEREAS flood control infrastructure necessary to comply with a FEMA-issued Conditional Letter of Map Revision (CLOMR) has been completed in accordance with the CLOMR and Town requirements; and

WHEREAS the Owner will not be able to secure a final Letter of Map Revision (LOMR) from FEMA prior to being eligible for building permits as required by the Floodplain and Erosion Hazard Management Code; and

WHEREAS the Town Council finds that the constructed flood control infrastructure represents the highest and best information regarding the safety of the site from flooding; and

WHEREAS the Town Council, acting as the Floodplain Board, and pursuant to the Marana Land Development Code Chapter 17-15 (Floodplain and Erosion Hazard Management Code), is empowered to grant variances, provided all variance actions must be reported in a biennial report to FEMA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, acting as the Floodplain Board, that the property located at 7430 North Silverbell Road, Marana, Arizona, is hereby granted a variance from Marana Town Code section 17-15-10.E.10.e, which would otherwise prohibit issuance of building permits prior to the effective date of a FEMA Letter of Map Revision, subject to the following conditions:

1. The variance granted is for the 12 buildings that constitute Silverbell Gateway Apartments LP's Silverbell Gateway Apartments project as described in Development Plan Package DPP1912-001.

2. All other aspects of Marana Town Code Chapter 17-15 (floodplain and erosion hazard management code) are to be adhered to.

3. The Owner shall sign a covenant indemnifying and holding the Town of Marana and its agents harmless in the event of flooding and/or in the event of FEMA's extended delay or denial of the LOMR application.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, acting as the Floodplain Board of the Town of Marana, Arizona, this 21st day of June, 2022.

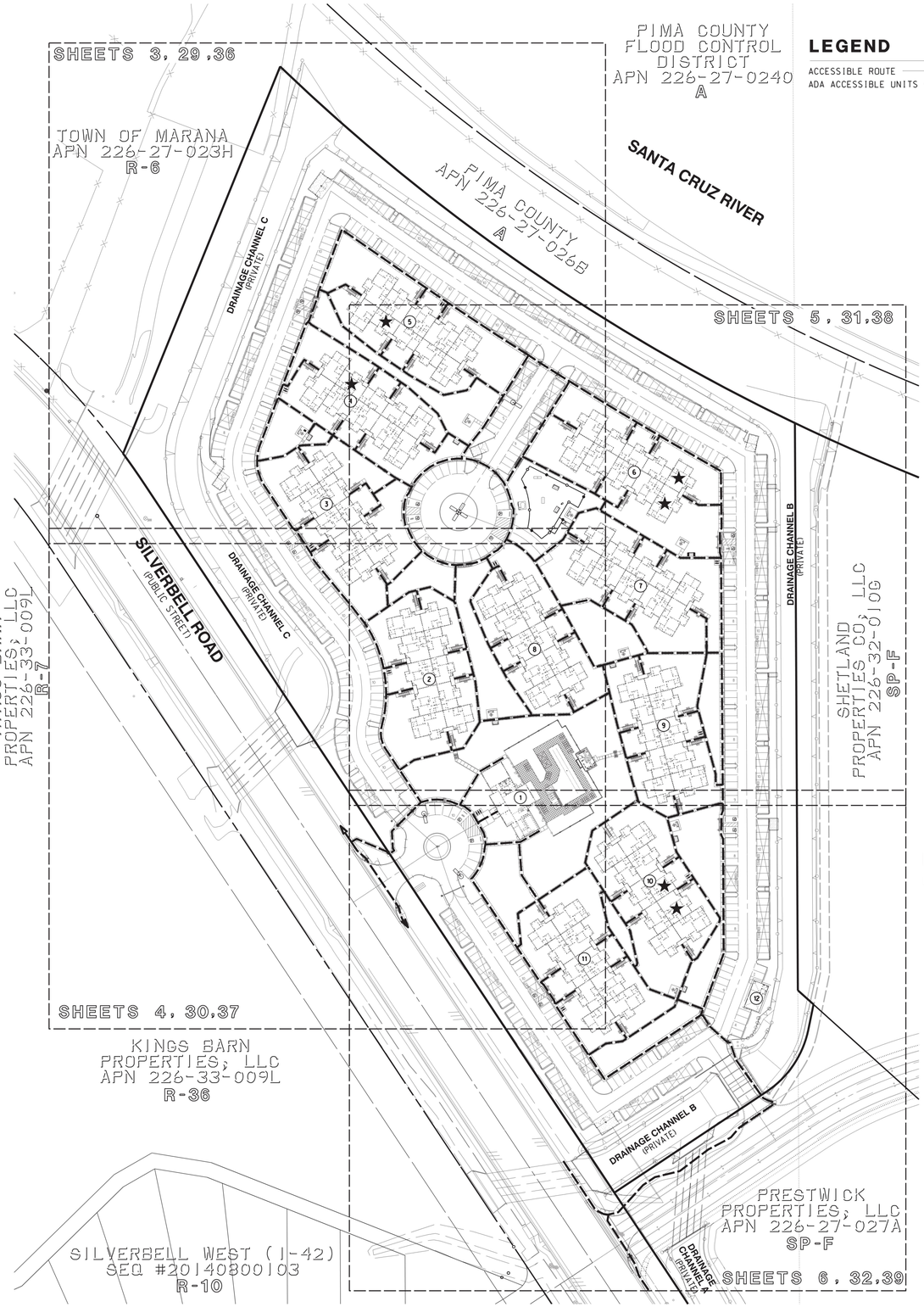
_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney



SITE, HORIZONTAL CONTROL AND UTILITY PLAN INDEX MAP

LEGEND

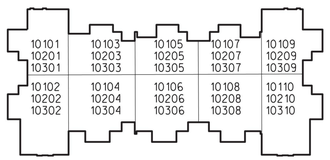
ACCESSIBLE ROUTE

ADA ACCESSIBLE UNITS ★

SEE SHEET 68 FOR ADDRESSING PLAN INDEX

BUILDING AND UNIT NUMBERS

BUILDING	USE	UNITS		
1	CLUBHOUSE			
2	APARTMENT	2101- 2110:	2201- 2210:	2301- 2310
3	APARTMENT	3101- 3110:	3201- 3210:	3301- 3310
4	APARTMENT	4101- 4110:	4201- 4210:	4301- 4310
5	APARTMENT	5101- 5110:	5201- 5210:	5301- 5310
6	APARTMENT	6101- 6110:	6201- 6210:	6301- 6310
7	APARTMENT	7101- 7110:	7201- 7210:	7301- 7310
8	APARTMENT	8101- 8110:	8201- 8210:	8301- 8310
9	APARTMENT	9101- 9110:	9201- 9210:	9301- 9310
10	APARTMENT	10101-10110:	10201-10210:	10301-10310
11	APARTMENT	11101-11110:	11201-11210:	11301-11310
12	MAINTENANCE			



BUILDING KEYMAP

NO SCALE

GRADING PLAN INDEX MAP

SCALE: 1"= 80'
0' 40' 80' 160'

MARANA AZ

REVIEWED FOR CODE COMPLIANCE
02/12/2021 - anelson
No. DPP1912-001 approved plans

NO.	BY	DATE	REVISION

Registered Professional Engineer
CALIFORNIA
18502
PAUL J. IEZZI
Date 12/31/20
ARIZONA

J-40948

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1600
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

DESIGNED BY: AJB	DATE: 12/19	CHECKED BY:	DATE:
DRAWN BY: PAD	DATE: 12/19	APPROVED BY: PJI	DATE: 12/19

DEVELOPMENT PLAN PACKAGE

OVERVIEW & BUILDING ADDRESSES

SILVERBELL GATEWAY APARTMENTS

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DPP1912-001
PCZ1906-001
PCZ14012

SCALE: HORIZ : 1" = 80'
VERT : N/A

SHEET 2 OF 68

© 2020 Rick Engineering Company

National Flood Hazard Layer FIRMette

FEMA

111°5'55"W 32°20'47"N



111°5'18"W 32°20'16"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/7/2020 at 4:00 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

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: SILVERBELL GATEWAY APARTMENTS - DPP1912-001	
Description of Project: APARTMENT COMPLEX	Number of Lots:
Parcel No.(s): 226 - 27 - 026A	Gross Area (Acres): 17.3
Project Address: 7430 NORTH SILVERBELL ROAD, MARANA, ARIZONA 85743	
Ref. Project No.:	

CONTACT INFORMATION

Owner: SILVERBELL GATEWAY APARTMENTS LP	Contact Name: ROSS MCCALLISTER		
Address: 2920 NORTH SWAN ROAD, SUITE 207	City: TUCSON	State: AZ	Zip: 85712
Email: RMCCALLISTER@MCCOMPANIES.COM	Phone No.: (520) 790-8100		
Applicant: RICK ENGINEERING COMPANY, INC.	Contact Name: TRI MILLER, PE		
Address: 3945 EAST FT LOWELL ROAD, SUITE 111	City: TUCSON	State: AZ	Zip: 85712
Email: tmiller@rickengineering.com	Phone No.: (520) 795-1000		
Consultant/Engineer: RICK ENGINEERING COMPANY,	Contact Name: PAUL IEZZI		
Address: 3945 EAST FT LOWELL ROAD, SUITE 111	City: TUCSON	State: AZ	Zip: 85712
Email: piezzi@rickengineering.com	Phone No.: (520) 795-1000		

OWNER/APPLICANT AUTHORIZATION

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

Tri Miller		5/25/2022
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

VARIANCE REQUEST FORM

1. Provide a complete summary and description of the application request.

Due to the property being in a flood zone, Silverbell Gateway Apartments LP, (SGA) must have FEMA's (Federal Emergency Management Agency) approval through the CLOMR and LOMR.

A Conditional Letter of Map Revision (CLOMR) is a letter from FEMA commenting on whether a proposed project, if built as proposed, or proposed hydrology changes would meet minimum National Flood Insurance Program standards. FEMA issued the CLOMR on January 22, 2021 for Silverbell project. Once all the improvements have been built per CLOMR then the LOMR is requested. A Letter of Map Revision (LOMR) allows FEMA to revise flood hazard information on an NFIP map via letter without physically revising and reprinting the entire map panel.

Rick Engineering, as civil engineer consultant, has submitted documentation to FEMA certifying that the channel improvements to remove the property from the floodplain have been completed in conformance with the approved CLOMR, and as such, the property is no longer subject to flooding in a 100-year storm. In addition, the only comments remaining from FEMA for the approval of the LOMR are minor technical questions that have no effect on the CLOMR that was previously approved for the site.

At the meeting of September 17, 2021 on the site with TOM inspectors; Keith Brann, Town of Marana Engineer, allowed SGA a foundation-only permit, but no vertical construction.

According to the meeting that took place on May 17, 2022 via zoom with TOM team (Fausto Burruel – Public Works Deputy Director, Jennifer Flood and Gus Myers), Rick Engineering and SGA; TOM team recommended to submit a ***"Variance."*** A Variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of the Ordinance would create an exceptional hardship to the applicant or the surrounding property owners.

Town of Marana code Chapter 17-15-10 declares that:

1) Buildings permits shall not be issued on subdivision lots to be affected by LOMR until the LOMR has become effective.

2) Commercial/Industrial buildings to be affected by a LOMR shall not be granted a building permit until LOMR has become effective, unless the building as designed meets the requirements for the pre-LOMR conditions.

Therefore, SGA is requesting a Variance to issue building permits and begin vertical construction prior to the LOMR effective date. All the improvements required by the CLOMR have been completed.

2. Describe the unique conditions and circumstances (including size, shape, topography, locations or surroundings) which are peculiar to the land, structure or building which are not applicable to other lands, structures or buildings in the same zoning district in other locations.

This project is a multi-family community consisting of ten separate buildings on 17.30-acres as shown on the Development Package for SILVERBELL GATEWAY APARTMENTS, DPP1912-001. The Project is located on the east side of North Silverbell Road, north of the intersection of North Silverbell Road and West Ina Road in Section 35, Township 12 South, Range 12 East, Gila and Salt River Meridian, Town of Marana, Pima County, Arizona

Topography

The topography along the majority of the Silverbell frontage is relatively flat. However, the western and southern portions of the parcels fronting on Ina and the western portion of the properties fronting on Silverbell are relatively steep with slopes averaging 10%.

Surface Drainage

A portion of the property is currently designated FEMA Zone A. Removal of the property from the FEMA Flood Maps has been approved by FEMA per the CLOMR requirements and all improvements have been completed. The construction of three channels.

- Channel A was constructed along Silverbell Road south of the apartment site, and was required to allow the development of the Amazon parcel.
- Channel B was constructed along the south boundary of the apartment site.
- Channel C was constructed along the north boundary. The channels act to divert the flow from the Yuma Mine Wash that comes onto the site from the west, and divert to the Santa Cruz.

Environmental

An NPPO plan has been completed as part of the Development Plan.

Archeology

Archaeological remains were discovered. Seventy-three (73) sites were mitigated in accordance with SHPO and tribal standards.

3. Describe how the literal interpretations of the provisions of the zoning ordinance deprive you of development rights commonly enjoyed by other properties in the same zoning district.

Amazon Distribution Center, which is next to our property is currently being built. Understanding that the main building is not in a flood zone, Amazon would not have been able to be built if not for the channel that SGA constructed part of the CLOMR improvements. In January 2022 Amazon Distribution Center started with the vertical construction.

4. Describe how the alleged hardships caused by the literal interpretations of the provisions of the zoning ordinance include more than personal inconvenience and financial hardship and that the alleged hardships were not created or self-imposed by the property owner.

The delay in issuing building permits is causing significant hardship to the property owner, contractor, subcontractors, the Town of Marana, and residents of the surrounding neighborhoods. SGA is providing quality rental alternatives to the citizens of Marana, and construction delays further delay the delivery of affordable rental alternatives to the citizens of Marana. Labor and supply chain issues have caused significant hardships and the delay in building creates more uncertainty. TOM is not able to collect the sales tax from the construction, nor benefit from increased population. The neighborhoods suffer from traffic stoppages, noise, attractive nuisance and dust for a construction site that has no activity, in spite of our security procedures. The delay is negatively affecting the quality of life for all in the area.

5. Indicate why granting the requested variance will not result in your receiving any special privileges that are denied by the zoning ordinance to others owning lands, structures or buildings in the same zoning district.

On the contrary, special privileges have been given to Amazon Distribution Center and not to SGA, despite the fact SGA built the channel.

6. Indicate why granting the variance will not interfere with or injure the rights of other properties in the same zoning district.

The only properties affected by the CLOMR improvements are the apartment site and the Amazon site. As mentioned above, Amazon has been able to proceed with their project.

MARANA AZ

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

OWNER/APPLICANT AUTHORIZATION FORM

I SILVERBELL GATEWAY APARTMENTS LP, hereby authorize
{Property Owner}

RICK ENGINEERING COMPANY, INC. to act on my behalf
{Applicant/Contractor}

regarding parcel(s) 226-27-026A
{Parcel Number(s)}

located at 7430 NORTH SILVERBELL ROAD, MARANA, ARIZONA 85743
{Street Address}

As the property owner, I understand that I am responsible for any and all work that will result from the issuance of approvals and/or permits.

{Property Owner Signature}

5/25/2022
{Date}

520-790-8100
{Phone Number}

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

APPLICATION CHECKLIST — VARIANCE

SUBMITTAL REQUIREMENTS

☒ Completed application

☒ Owner authorization letter if applicable

☒ Submittal fee Will be paid by the Developer when we receive the invoice

☒ Completed Variance Request Form

☒ Site Plan
- Scale and north arrow
- Property boundaries and dimensions
- Adjacent streets/right-of-way
- Existing and proposed structures with dimensions
- Existing and proposed land use
- Setbacks
- Parking and loading areas
- Driveways
- Walls and Fences
- Adjacent parcel information

NOTE: Additional information may be requested based on the complexity and impact of the proposed event.

See DPP1912-001 for Site Plan and proposed development.
Please send us the invoice with the Variance Tracking Number and the submittal fee will be paid.

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

Revision Date 1/30/2017

Floodplain Variance: 7430 N Silverbell Road

Fausto Burruel, Acting Town Engineer

6/21/2022

Floodplain Variance Request

A Variance is requested from the Town floodplain code for 7430 N Silverbell Road in relation to the timing of construction and FEMA approvals.

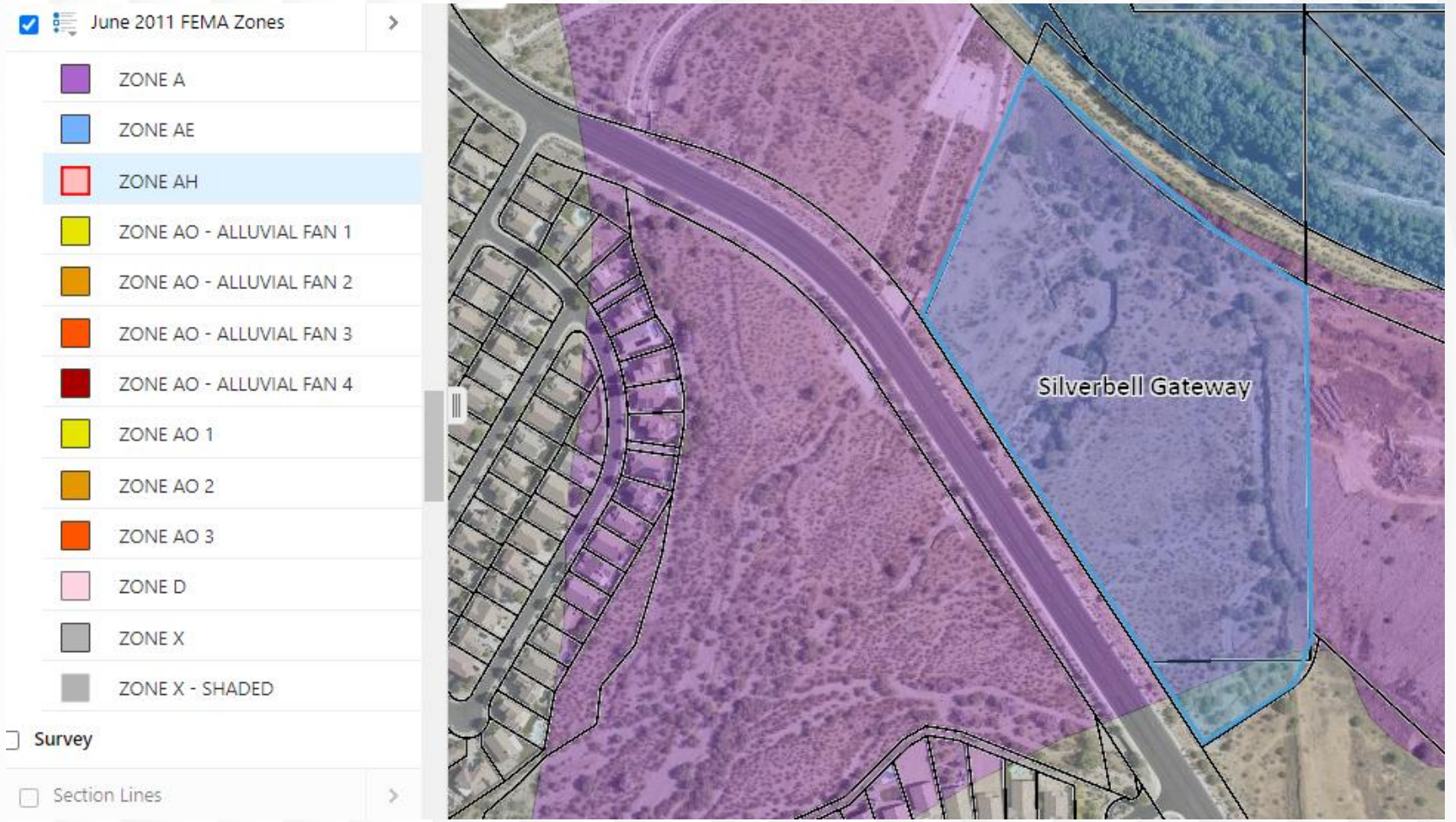
- A CLOMR was submitted in June of 2020 and subsequently approved
- LOMR improvements have been constructed
- LOMR review is substantially complete

Town Code 17-15-10-E10

When a modification or removal of a FEMA SFHA is sought for a development, the following requirements apply:

- e. Commercial/Industrial buildings to be affected by a LOMR shall not be granted a building permit until the LOMR has become effective, unless the building as designed meets the requirements of this chapter for the pre-LOMR conditions.

Current Floodplain

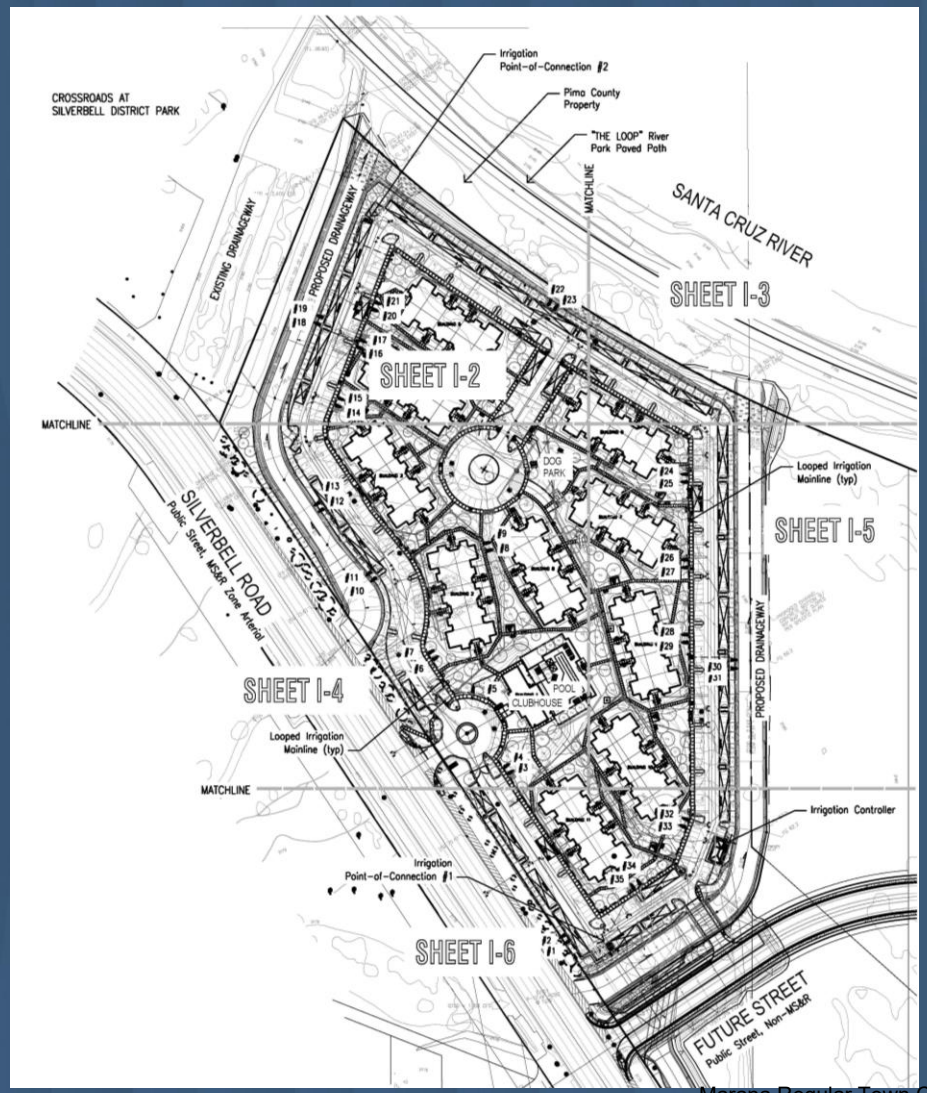


SFHA – Zone A

No base flood elevations (BFE)determined

Commercial buildings must be elevated or dry flood-proofed four feet above highest adjacent natural grade

LOMR Improvements



Perimeter conveyance channels tied to existing box culverts

LOMR improvements have been constructed and received unofficial approval – via email

Official FEMA LOMR approval anticipated to come in June

Applicant desires to receive building permits to begin vertical construction prior to LOMR effective date

Conditions of Variance

- If granted, variance is for all buildings within the Silverbell Gateway Apartments development located at 7430 N. Silverbell Road
- All other aspects of Marana Land Development Code Title 17 shall be adhered to
- Applicant shall sign a covenant indemnifying and holding the Town of Marana and its agents harmless in the event of flooding

Questions?

Council-Regular Meeting **A1**

Meeting Date: 06/21/2022

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: June 21, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-068: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute a Notice of Intent Not to Participate in the Urban County Program for the Community Development Block Grant Program and HOME Investment Partnership Program for federal fiscal years 2023-2025 and to accept Metropolitan City status from Housing and Urban Development once eligibility notification has been made to the Town of Marana (Lisa Shafer)

Discussion:

As a designated "Urban County", Pima County serves as the sponsoring agency for distribution of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME Program) funding pursuant to the U.S. Department of Housing and Urban Development's (HUD) Housing and Community Development Act of 1974. Every three years, Pima County is required to re-qualify as an Urban County in the CDBG Program. This re-qualification process requires that Pima County, as the sponsoring agency, enter into an Intergovernmental Cooperative Agreement with participating jurisdictions to meet the requirements of HUD's Housing and Community Development Act of 1974.

Incorporated political jurisdictions within the County may elect to either join with the County or compete for funds independently of the County if their population is greater than 50,000. Joining with the County under this reapplication process automatically qualifies the Town of Marana to participate in the CDBG and HOME Programs. Due to the results of the 2020 Census showing the Town of Marana's population exceeds

50,000 residents, the Town of Marana can now opt to be a Metropolitan City and receive our own direct CDBG funding.

There are two actions required to become a Metropolitan City and receive direct CDBG and HOME Program funding. First, the Town must complete the Notification of Intent to Not Participate in the Urban County Program, attached to this Resolution as Exhibit A, and send this notice to Pima County and our HUD representative. Second, the Town must accept Metropolitan City status upon notification of eligibility from HUD. Staff has made contact with our HUD representative and, unfortunately, eligibility notifications are running behind and HUD does not anticipate notices going out until July or August. As a result, the Town will be canceling our long-standing agreement to be a participating jurisdiction with Pima County prior to receiving confirmation of our eligibility for Metropolitan City status.

Once the Town has received our eligibility notice and accepted our Metropolitan City status, the next steps will be to hire a consultant to produce the Town's five year consolidated plan and yearly action plan. This process is anticipated to begin in the fall and be completed and submitted to HUD in May 2023.

Financial Impact:

Fiscal Year: 2024
Budgeted Y/N:
Amount: $60,000

In the event the Town does not renew with Pima County and does not receive notice of eligibility to become a metropolitan city from HUD, the Town could lose approximately $60,000 in grant funding.

Staff Recommendation:

Staff recommends that the Town execute the Notice of Intent Not to Participate in the Urban County Program and that the Town accept Metropolitan City status upon eligibility notice from HUD.

Suggested Motion:

I move to adopt Resolution No. 2022-068, approving and authorizing the Mayor to execute a Notice of Intent Not to Participate in the Urban County Program for the Community Development Block Grant Program and HOME Investment Partnership Program for federal fiscal years 2023-2025 and to accept Metropolitan City status from Housing and Urban Development once eligibility notification has been made to the Town of Marana.

Attachments

Resolution No. 2022-068
Exhibit A to Resolution

MARANA RESOLUTION NO. 2022-068

RELATING TO COMMUNITY AND NEIGHBORHOOD SERVICES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A NOTICE OF INTENT NOT TO PARTICIPATE IN THE URBAN COUNTY PROGRAM FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIP PROGRAM FOR FEDERAL FISCAL YEARS 2023-2025; AUTHORIZING TOWN STAFF DO ALL THINGS NECESSARY OR PRUDENT TO ACCEPT METROPOLITAN CITY STATUS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ONCE ELIGIBILITY NOTIFICATION HAS BEEN MADE TO THE TOWN OF MARANA

WHEREAS Pima County, as a designated Urban County, has been the sponsoring agency for distribution of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME Program) funding pursuant to the U.S. Department of Housing and Urban Development's (HUD) Housing and Community Development Act of 1974; and

WHEREAS every three years, Pima County must re-qualify as an Urban County for CDBG and HOME Program funding, and incorporated political jurisdictions within the County may elect whether or not to be a participating jurisdiction in Pima County's distribution of CDBG and HOME Program funding; and

WHEREAS for many years, the Town has been a participating jurisdiction in the CDBG and HOME Program funding sponsored by Pima County; and

WHEREAS the 2020 census determined that the population of the Town of Marana is now over 50,000 residents, thereby qualifying the Town of Marana as a Metropolitan City for CDBG and HOME Program funding; and

WHEREAS as a Metropolitan City, the Town of Marana can compete directly for CDBG and HOME Program funding rather than being a participating jurisdiction in Pima County's distribution of CDBG and HOME Program funding; and

WHEREAS to apply directly for CDBG and HOME Program funding as a Metropolitan City, the Town of Marana must first complete a Notification of Intent to Not Participate in Pima County's Urban County Program and then accept Metropolitan City status from HUD once eligibility notification has been made; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to no longer be a participating jurisdiction in Pima County's Urban County Program for CDBG and HOME Program funding and to accept Metropolitan City status from HUD and compete directly for CDBG and HOME Program funding.

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

SECTION 1. The Notification of Intent to Not Participate in Pima County's Urban County Program for CDBG and HOME Program funding, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

SECTION 2. The Town Manager or the Town Manager's designee is hereby authorized to sign all documents and undertake all actions on behalf of the Town of Marana that are necessary or prudent to accept Metropolitan City status from HUD once eligibility notification has been made, and to proceed with applying for direct funding for CDBG and HOME Program funding.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of June, 2022.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

PIMA COUNTY
COMMUNITY DEVELOPMENT

NOTICE OF INTENT NOT TO PARTICIPATE IN THE URBAN COUNTY PROGRAM

It is the intent of the Town of Marana not to participate with the County of Pima, Arizona in the Urban County Qualification for Participation in the Community Development Block Grant Program sponsored by the United States Department of Housing and Urban Development Fiscal Years 2023, 2024, and 2025.

BY:

_____
Mayor

_____
Date:

ATTEST:

_____
Clerk

_____
Date:

PIMA COUNTY
COMMUNITY DEVELOPMENT

May 20, 2022

Terry Rozema, Town Manager
Marana Town Hall
11555 West Civic Center Drive
Marana, Arizona 85653

Sent via email and US Mail

RE: Urban County Qualification for Participation in the CDBG Program for Fiscal Years 2023-2025

Dear Mr. Rozema:

The Department of Housing and Urban Development (HUD) has recently notified Pima County that it is scheduled to recertify as an Urban County under the Community Development Block Grant Program (CDBG) for fiscal years 2023-2025 and respectfully requests the Town of Marana's continued participation. Pima County routinely certifies its Urban County status and executes respective cooperative agreements with participating jurisdictions, such as the Town of Marana, every three years.

Continued participation via an executed cooperative agreement allows the Town the ability to administer and manage its own CDBG projects via the Pima County Urban County Program. In addition, participation also allows Pima County to invest its CDBG and other HUD funds in Marana which have directly assisted area non-profits that develop affordable housing and/or conduct social services that benefit Marana residents. Most importantly, Marana's participation allows the Town's population and associated demographics to be included into the formula that generates the federal entitlements, resources and associated funding directed to our region. Finally, as part of the Urban County Program your community is automatically eligible to participate in Emergency Solution Grant and HOME Investment Partnership Program opportunities.

Incorporated political jurisdictions, with populations under 50,000 persons, must elect to either join with the Urban County Program or opt to compete for funds in the State of Arizona, Small Cities Program. We believe that the Town of Marana will financially benefit from its continued participation in the Urban County Program; however, the decision is ultimately up to the Town Council. The decision of whether or not to continue to participate must be approved by your governing body via an executed intergovernmental, cooperative, agreement by July 15, 2022. Pending limited summer Mayor and Council agenda schedules, the cooperative agreement can be executed in counterparts and in the coming weeks staff will be forwarding the agreement for consideration. However, if the Council chooses not to participate in the Urban County Program, please complete the enclosed *Notification of Intent Not to Participate in the Urban County Program*, and return a copy to both Pima County and HUD representatives listed below by June 3, 2022.

Joel Gastelum
Pima County CWD
2797 East Ajo Way, 3rd Floor
Tucson, Arizona 85713
Joel.Gastelum@pima.gov

Adriane Clarke
HUD CPD
1 North Central Avenue, Ste. 600
Phoenix, Arizona 85004
Adriane.J.Clarke@hud.gov

If you or your staff have any questions, concerns, or require any further clarification regarding the cooperative and mutual benefit in participating in the Urban County Program, please contact me directly at (520) 724-6750 or via email at Joel.Gastelum@pima.gov.

Sincerely,

Joel Gastelum, Division Manager

Council-Regular Meeting **D2**

Meeting Date: 06/21/2022

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: June 21, 2022

Strategic Plan Focus Area:
Commerce, Community, Heritage, Recreation

Strategic Plan Focus Area Additional Info:
Marana's Strategic Plan identifies financial sustainability as an overriding principle of Marana's strategic framework.

Subject: PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2022-2023 final budget (Yiannis Kalaitzidis)

Discussion:
On May 17, 2022, Mayor and Council adopted a tentative budget for fiscal year 2022-2023. In adopting the tentative budget, Mayor and Council established the expenditure limitation for the Town for the fiscal year.

This public hearing is the last formal step in the budgeting process prior to adopting the final budget. After receiving public input, Mayor and Council will be asked at a special meeting immediately following the regular Council meeting to consider adopting a final budget that shall not exceed $233,493,137.

No changes were made to the budget after adoption of the Tentative Budget.

The fiscal year 2022-2023 budget is structurally balanced with ongoing revenues covering ongoing expenditures. The current year budget includes $5.0 million of General Fund contingency funding. American Rescue Plan funding has been programmed in the water and water reclamation capital projects funds to be used for water and sewer related infrastructure projects.

The following highlights certain items included in the proposed final budget:

Authorized Positions
Including position adjustments made during the current fiscal year, staffing increased 27.15 FTE from 402.35 positions in FY 2022 to 429.5 in FY 2023. Positions were added to a variety of departments, including police, parks & recreation, public works, finance, human resources, development services, and water.

The fiscal year 2022-2023 budget provides for pay adjustments resulting from a compensation study which adjusted pay grade ranges for a number of positions and includes up to 4% performance pay adjustments, 2% for retention purposes and a number of adjustments that will align the Town's pay structure with current market conditions. The fiscal year 2022-2023 schedule of salaries is attached. This schedule might undergo further minor revisions as the Human Resources department is still in the process of determining the appropriate grade and class for a small number of new positions. That determination, which has no impact on the pay ranges presented, will be completed prior to the recruitment of those positions.

Staff has included the official budget forms required by the State of Arizona's Auditor General's office (Exhibit A) as published for tonight's public hearing.

Upon adoption of the final budget, staff will publish and distribute to Council and department heads a budget document that provides more detailed information. Additionally, this published budget will be submitted to the Government Finance Officers Association for consideration of the Distinguished Budget Presentation Award.

Financial Impact:

Fiscal Year:	2023
Budgeted Y/N:	Y
Amount:	$233,493,137

The final budget amount of $233,493,137 is the same as the tentative budget amount approved on May 17, 2022. There were no adjustments between tentative and final budget.

Staff Recommendation:
None, public hearing on the budget only.

Suggested Motion:
No motion is necessary.

Attachments

FY2023 Budget Presentation
Exhibit A - 2022-2023 Final Budget Auditor General Schedules
5 year CIP Plan
FY2023 Compensation Memo
FY2022-2023 Salary Schedule

Fiscal Year 2022-2023 Final Budget

Yiannis Kalaitzidis, Finance Director

6/21/2022

FY2023 Budget Timeline

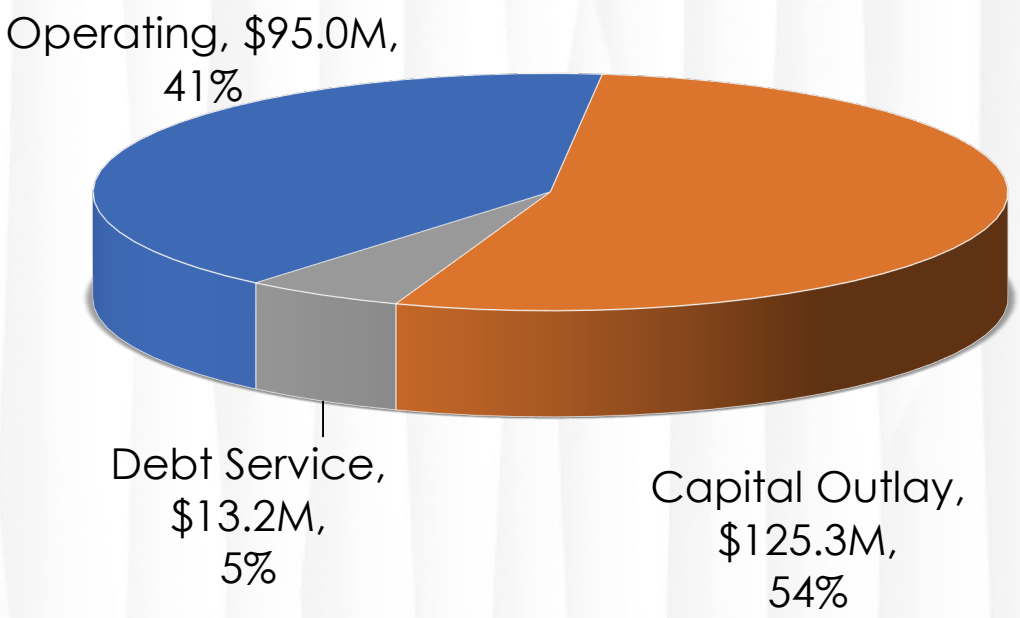
- January – Presented preliminary revenue outlook for FY2023 and solicited Council and public feedback
- March – Presented initial 5 year Capital Improvement Plan for consideration and feedback
- April – Presented Manager's recommended comprehensive budget for consideration and additional feedback
- May – Presented and adopted Tentative Budget during public hearing which set overall expenditure limitation for Town
- June – Adoption of Final Budget for Fiscal Year 2022-2023

FY 2023 Budget
Expenditure Summary

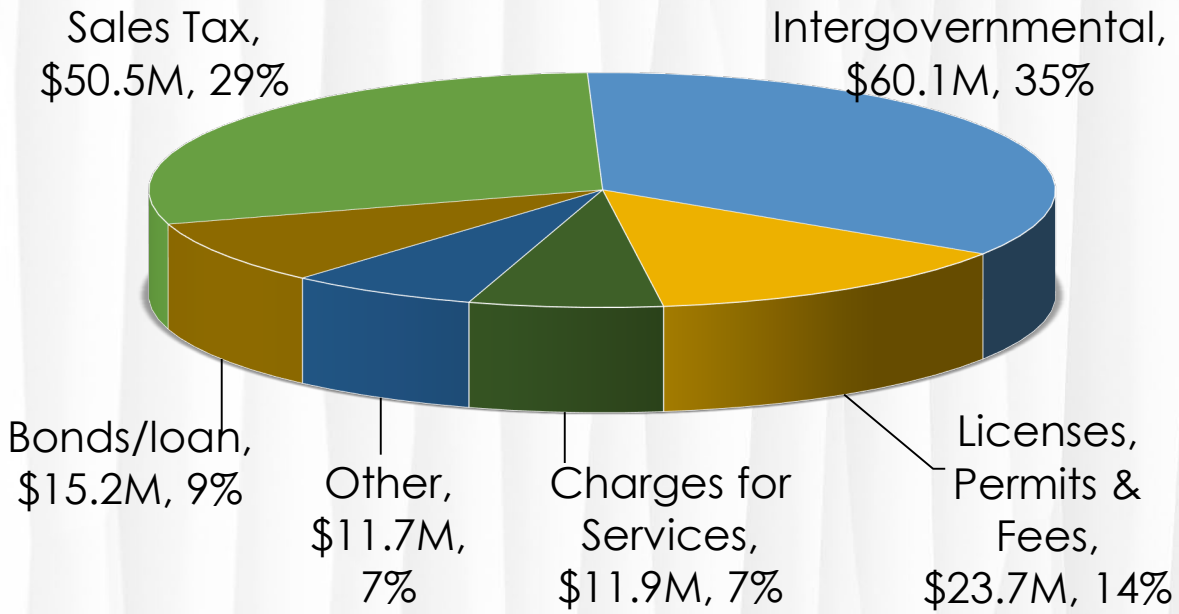
Primary Entity	2022 Adopted	2023 Recommended	$ Change	% Change
General Fund	$ 55,152,321	$ 73,268,176	$ 18,115,855	32.8%
Special Revenue Funds	10,568,485	10,487,968	(80,517)	-0.8%
Capital Projects Funds	36,518,156	69,992,530	33,474,374	91.7%
Debt Service Funds	5,908,375	6,405,137	496,762	8.4%
Enterprise Funds	32,664,211	56,594,941	23,930,730	73.3%
Internal Service Funds	5,067,470	5,289,950	222,480	4.4%
Primary entity	145,879,018	222,038,702	76,159,684	52.2%
Component Units				
Special Districts	13,036,512	11,454,435	(1,582,077)	-12.1%
Total	**$ 158,915,530**	**$ 233,493,137**	**$ 74,577,607**	**46.9%**

Fiscal year 2022-2023 Overview Summary

Expenditure by Category
$233.5 Million



Revenues
$161.7 Million



DISCUSSION

Official Budget Forms

Town of Marana

Fiscal year 2023

Town of Marana

Table of Contents

Fiscal year 2023

Resolution for the adoption of the budget

Schedule A—Summary Schedule of estimated revenues and expenditures/expenses

Schedule B—Tax levy and tax rate information

Schedule C—Revenues other than property taxes

Schedule D—Other financing sources/(uses) and interfund transfers

Schedule E—Expenditures/expenses by fund

Schedule F—Expenditures/expenses by department (as applicable)

Schedule G—Full-time employees and personnel compensation

Town of Marana
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2023

Fiscal year		Sch		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2022	Adopted/adjusted budgeted expenditures/expenses*	E	1	54,394,126	10,568,485	17,724,648	37,238,395	0	33,922,406	5,067,470	158,915,530
2022	Actual expenditures/expenses**	E	2	43,244,677	6,619,545	16,601,946	3,055,559	0	13,925,237	4,800,101	88,247,065
2023	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	89,952,137	8,671,110	7,329,189	38,276,326	0	21,530,937	2,198,945	167,958,644
2023	Primary property tax levy	B	4	0							0
2023	Secondary property tax levy	B	5			1,862,509	223,501				2,086,010
2023	Estimated revenues other than property taxes	C	6	75,313,782	9,491,436	2,020,059	32,954,564	0	30,753,649	5,289,950	155,823,440
2023	Other financing sources	D	7	0	0	6,300,000	0	0	8,931,250	0	15,231,250
2023	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2023	Interfund transfers in	D	9	0	100,000	6,354,466	50,000	0	24,081,802	0	30,586,268
2023	Interfund Transfers (out)	D	10	20,746,340	0	0	2,082,168	0	7,757,760	0	30,586,268
2023	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for future debt retirement										0
	Maintained for future capital projects										0
	Maintained for future financial stability										0
											0
											0
2023	Total financial resources available		12	144,519,579	18,262,546	23,866,223	69,422,223	0	77,539,878	7,488,895	341,099,344
2023	Budgeted expenditures/expenses	E	13	73,268,176	10,487,968	16,411,822	71,440,280	0	56,594,941	5,289,950	233,493,137

	Expenditure limitation comparison	2022	2023
1	Budgeted expenditures/expenses	$ 158,915,530	$ 233,493,137
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	158,915,530	233,493,137
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 158,915,530	$ 233,493,137
6	EEC expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Town of Marana
Tax levy and tax rate information
Fiscal year 2023

	2022	2023
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$	$
Property tax judgment		
B. Secondary property taxes	1,702,353	2,086,010
Property tax judgment		
C. Total property tax levy amounts	$ 1,702,353	$ 2,086,010
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total primary property taxes	$	
B. Secondary property taxes		
(1) **Current** year's levy	$ 1,696,240	
(2) Prior years' levies	399	
(3) Total secondary property taxes	$ 1,696,639	
C. Total property taxes collected	$ 1,696,639	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate		
Property tax judgment		
(2) Secondary property tax rate	2.8000	2.8000
Property tax judgment		
(3) Total city/town tax rate	2.8000	2.8000

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating three special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Town of Marana
Revenues other than property taxes
Fiscal Year 2023

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
General Fund			
Local taxes			
Sales taxes	$ 30,950,841	$ 36,563,012	$ 36,215,052
Licenses and permits			
Building an development fees	4,786,800	8,849,709	7,526,500
Business and license fees	145,000	145,000	145,000
Animal fees	86,500	86,500	86,500
Franchise fees	525,000	592,000	575,000
Host fees	300,000	320,000	300,000
Intergovernmental			
State shared sales taxes	5,756,874	7,387,059	7,429,849
Urban revenue sharing	6,397,237	6,771,044	10,018,695
Auto lieu	2,466,211	2,293,077	2,700,192
Federal - ARPA			8,187,523
Charges for services			
Charges for services	609,500	1,000,000	807,000
Fines and forfeits			
Court fines and fees	391,500	350,000	391,500
Interest on investments			
Interest	508,508	475,000	150,000
Contributions			
Voluntary contributions	187,000	117,405	154,100
Miscellaneous			
Other miscellaneous	624,371	623,925	626,871
Total General Fund	$ 53,735,342	$ 65,573,731	$ 75,313,782

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Special revenue funds

Community development block grants	$ 180,000	$ 34,512	$ 180,000
Affordable housing revolving	10,000	1,283	10,000
Other grants and contributions	3,493,154	1,568,284	3,057,149
RICO	20,000	97,917	20,000
	$ 3,703,154	$ 1,701,996	$ 3,267,149
Impound	$ 16,000	$ 10,000	$ 16,000
Bed tax	1,243,341	1,625,800	1,338,158
Local JCEF	8,000	5,000	8,000
Fill the GAP	4,500	3,000	4,500
	$ 1,271,841	$ 1,643,800	$ 1,366,658
Local technology enhancement	$ 50,000	$ 30,000	$ 50,000
Highway user revenue	3,917,606	4,199,168	4,807,629
	$ 3,967,606	$ 4,229,168	$ 4,857,629
Total special revenue funds	$ 8,942,601	$ 7,574,964	$ 9,491,436

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Marana
Revenues other than property taxes
Fiscal Year 2023

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
Debt service funds			
Tangerine farms road improvement district	$ 2,664,488	$ 1,938,221	$ 2,020,059
Gladden farms CFD debt	70,000		
Gladden farms II CFD debt			
Saguaro springs CFD debt			
	$ 2,734,488	$ 1,938,221	$ 2,020,059
Total debt service funds	$ 2,734,488	$ 1,938,221	$ 2,020,059
Capital projects funds			
Transportation	$ 7,550,000	$ 6,885,092	$ 6,800,000
Half cent sales tax		3,307,095	6,000,000
Impact fee funds	2,675,821	3,411,293	3,329,780
Other capital projects	8,760,000	5,282,036	8,538,533
	$ 18,985,821	$ 18,885,516	$ 24,668,313
Downtown reinvestment	$ 228,500	$ 329,018	$ 228,500
Regional transportation authority	750,000		7,300,000
Pima association of governments	189,000	4,500	757,751
	$ 1,167,500	$ 333,518	$ 8,286,251
Total capital projects funds	$ 20,153,321	$ 19,219,034	$ 32,954,564

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Permanent funds			
	$	$	$
	$	$	$
Total permanent funds	$	$	$
Enterprise funds			
Water utility	$ 18,857,579	$ 12,890,106	$ 18,364,741
Airport	4,011,182	1,616,600	5,385,568
Water reclamation utility	4,904,582	6,337,642	7,003,340
	$ 27,773,343	$ 20,844,348	$ 30,753,649
Total enterprise funds	$ 27,773,343	$ 20,844,348	$ 30,753,649

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Internal service funds			
Health benefits	$ 4,715,470	$ 4,682,284	$ 4,937,950
Dental benefits	352,000	345,000	352,000
	$ 5,067,470	$ 5,027,284	$ 5,289,950
Total internal service funds	$ 5,067,470	$ 5,027,284	$ 5,289,950
Total all funds	$ 118,406,565	$ 120,177,582	$ 155,823,440

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Marana
Other financing sources/(uses) and interfund transfers
Fiscal year 2023

Fund	Other financing 2023 Sources	Other financing 2023 (Uses)	Interfund transfers 2023 In	Interfund transfers 2023 (Out)
General Fund				
Other grants and contributions	$	$	$	$ 100,000
2013 debt service				1,255,750
2014 debt service				658,966
2017 debt service				546,832
Airport				5,299,501
Water utility				785,291
Water reclamation utility				12,100,000
Total General Fund	$	$	$	$ 20,746,340
Special revenue funds				
Other grants and contibutions	$	$	$ 100,000	$
Total special revenue funds	$	$	$ 100,000	$
Debt service funds				
2013 debt service	$	$	$ 3,066,500	$
2014 debt service			658,966	
2017 debt service			2,629,000	
Gladden Farms, Phase II CFD	6,300,000			
Total debt service funds	$ 6,300,000	$	$ 6,354,466	$
Capital projects funds				
Transportation	$	$	$ 50,000	$ 859,683
Impact fees				1,222,485
Total capital projects funds	$	$	$ 50,000	$ 2,082,168
Permanent funds				
	$	$	$	$
Total permanent funds	$	$	$	$
Enterprise funds				
Airport	$	$	$ 785,291	$
Water utility	8,931,250		8,349,471	4,359,880
Water reclamation utility			14,947,040	3,397,880
Total enterprise funds	$ 8,931,250	$	$ 24,081,802	$ 7,757,760
Internal service funds				
	$	$	$	$
Total Internal Service Funds	$	$	$	$
Total all funds	$ 15,231,250	$	$ 30,586,268	$ 30,586,268

Town of Marana
Expenditures/expenses by fund
Fiscal year 2023

Fund/Department	Adopted budgeted expenditures/ expenses 2022	Expenditure/ expense adjustments approved 2022	Actual expenditures/ expenses* 2022	Budgeted expenditures/ expenses 2023
General Fund				
Non-departmental	$ 2,647,527	$	$ 2,511,099	$ 3,554,741
Mayor and council	374,098		318,480	365,991
Town manager	2,129,569	(359,149)	1,343,881	1,794,483
Town clerk	501,892		360,725	643,116
Human resources	1,073,177		972,057	1,373,076
Finance	1,571,532		1,362,695	2,040,118
Legal	1,112,888		988,495	1,204,385
Technology services	3,583,367		3,483,367	4,405,011
Economic development and tourism	311,435		290,472	315,461
Development services	3,157,094	88,000	2,464,140	4,365,603
Police	15,786,711		15,786,711	24,274,975
Courts	1,247,301		1,080,351	1,248,115
Public works	5,965,576	(8,000)	4,867,490	7,075,536
Parks and recreation	5,658,365	356,330	4,999,067	7,158,378
Community development	1,172,319		1,063,210	1,302,824
Capital outlay	3,859,470	14,819	1,352,437	7,146,363
Contingency	5,000,000	(850,195)		5,000,000
Total General Fund	$ 55,152,321	$ (758,195)	$ 43,244,677	$ 73,268,176
Special revenue funds				
Highway user revenue	$ 4,348,548	$	$ 3,869,006	$ 5,358,694
Revolving affordable housing	137,410		25,000	87,435
Local JCEF	131,805		2,424	131,805
Fill the GAP	34,500			34,500
Local technology	437,500		239,495	78,000
CDBG	180,000		63,746	180,000
Bed tax	1,243,341		891,378	1,338,158
Other grants and contributions	3,893,154		1,456,394	3,157,149
RICO	127,500		37,375	87,500
Impound fees	34,727		34,727	34,727
Total special revenue funds	$ 10,568,485	$	$ 6,619,545	$ 10,487,968
Debt service funds				
Series 2013 debt	$ 3,026,300	$	$ 3,026,300	$ 3,030,300
Series 2014 debt	792,825		792,824	794,337
Series 2017 debt	2,089,250		2,089,250	2,580,500
Tangerine farms ID debt	2,664,488		1,979,001	2,020,059
Gladden farms CFD debt	774,507		780,006	779,357
Galdden farms, Phase II CFD debt	4,393,656		4,677,008	6,532,494
Saguaro springs CFD debt	3,983,622		3,257,557	674,775
Total debt service funds	$ 17,724,648	$	$ 16,601,946	$ 16,411,822

Town of Marana
Expenditures/expenses by fund
Fiscal year 2023

Fund/Department	Adopted budgeted expenditures/ expenses 2022	Expenditure/ expense adjustments approved 2022	Actual expenditures/ expenses* 2022	Budgeted expenditures/ expenses 2023
Capital projects funds				
Transportation	$ 15,857,602	$ (500,000)	$ 1,501,337	$ 26,104,856
Impact fee funds	7,816,350		620,529	14,370,041
Other capital projects	11,129,149		182,069	8,821,182
Downtown reinvestment	758,555		708,554	638,700
Pima association of governments	206,500		2,000	757,751
Regional tranportation authority	750,000		1,270	7,300,000
Half cent sale tax fund			35,000	12,000,000
Gladden farms CFD	928,500		1,600	1,028,500
Galdden farms, Phase II CFD	17,239		1,600	54,750
Saguaro springs CFD	274,500		1,600	364,500
Total capital projects funds	$ 37,738,395	$ (500,000)	$ 3,055,559	$ 71,440,280
Permanent funds				
	$	$	$	$
Total permanent funds	$	$	$	$
Enterprise funds				
Water utility	$ 18,542,268	$ 833,195	$ 9,265,684	$ 37,378,527
Airport	4,594,861		744,516	6,170,859
Water reclamation utility	9,527,082	425,000	3,915,037	13,045,555
Total enterprise funds	$ 32,664,211	$ 1,258,195	$ 13,925,237	$ 56,594,941
Internal service funds				
Health benefits	$ 4,715,470	$	$ 4,503,531	$ 4,937,950
Dental benefits	352,000		296,570	352,000
Total internal service funds	$ 5,067,470	$	$ 4,800,101	$ 5,289,950
Total all funds	$ 158,915,530	$	$ 88,247,065	$ 233,493,137

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Marana
Expenditures/expenses by department
Fiscal year 2023

Department/Fund	Adopted budgeted expenditures/ expenses 2022	Expenditure/ expense adjustments approved 2022	Actual expenditures/ expenses* 2022	Budgeted expenditures/ expenses 2023
Economic development and tourism				
General fund	$ 311,435	$	$ 290,472	$ 315,461
Bed tax fund	494,923		274,665	561,333
Department total	$ 806,358	$	$ 565,137	$ 876,794
List department: Police:				
General fund	$ 16,391,711	$	$ 15,786,711	$ 25,308,683
Grants and contributions	1,468,154		1,356,394	1,768,456
RICO	127,500		37,375	87,500
Impound fees	34,727		34,727	34,727
Department total	$ 18,022,092	$	$ 17,215,207	$ 27,199,366
List department: Court:				
General fund	$ 1,247,301	$	$ 1,080,351	$ 1,248,115
Local JCEF	131,805		2,424	131,805
Fill the GAP	34,500			34,500
Local tech enhancement	437,500		239,495	78,000
Department total	$ 1,851,106	$	$ 1,322,270	$ 1,492,420
List department: Public works:				
General fund	$ 7,388,998	$	$ 5,097,654	$ 9,927,376
Highway user revenue fund	3,970,048		3,551,630	4,834,644
Department total	$ 11,359,046	$	$ 8,649,284	$ 14,762,020
List department: Parks and recreation:				
General fund	$ 6,336,557	$	$ 5,149,352	$ 8,390,053
Highway user revenue fund	378,500		317,376	524,050
Department total	$ 6,715,057	$	$ 5,466,728	$ 8,914,103
List department: Community development:				
General fund	$ 1,172,320	$	$ 1,063,210	$ 1,302,824
CDBG	180,000		63,746	180,000
Revolving affordable housing	137,410		25,000	87,435
Department total	$ 1,489,730	$	$ 1,151,956	$ 1,570,259

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Marana
Full-time employees and personnel compensation
Fiscal year 2023

Fund	Full-time equivalent (FTE) 2023	Employee salaries and hourly costs 2023	Retirement costs 2023	Healthcare costs 2023	Other benefit costs 2023	Total estimated personnel compensation 2023
General Fund	382.10	$ 26,564,686	$ 11,221,977	$ 4,621,031	$ 2,708,105	$ 45,115,799
Special revenue funds						
Bed tax	1.50	$ 110,852	$ 13,264	$ 20,152	$ 8,612	$ 152,880
Total special revenue funds	1.50	$ 110,852	$ 13,264	$ 20,152	$ 8,612	$ 152,880
Enterprise funds						
Water utility	34.00	$ 2,335,113	$ 274,569	$ 385,030	$ 207,739	$ 3,202,451
Airport	4.00	212,372	24,516	39,529	26,811	303,228
Water reclamation utility	8.00	516,005	59,792	138,393	47,311	761,501
Total enterprise funds	46.00	$ 3,063,490	$ 358,877	$ 562,952	$ 281,861	$ 4,267,180
Total all funds	429.60	$ 29,739,028	$ 11,594,118	$ 5,204,135	$ 2,998,578	$ 49,535,859

FISCAL YEAR 2022-2023
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Grand Total
ADA Compliance Program	200,000	200,000	200,000	200,000		800,000
Adonis Road Extension	25,175					25,175
Adonis Road Extension Phase 2	2,600,000					2,600,000
Adonis Subdivision Drainage Improvements	35,000					35,000
Airport Control Tower, Siting Study	136,329					136,329
Airport Control Tower	301,000	1,300,000	12,000,000			13,601,000
Airport Drainage Study		400,000				400,000
Airport Land Acquisition			323,962			323,962
Airport MIRL, Beacon, PAPI Light Replacement	1,635,285					1,635,285
Airport Northwest Well Rehabilitation					140,000	140,000
Airport Part 150 Noise Study					250,000	250,000
Airport Runway 30 Safety Study	16,641					16,641
Airport Security Fence		323,962				323,962
Airport Southeast Well Site Upgrade		675,000				675,000
Barnett Channel, Tangerine Farms ConArch	698,600					698,600
B-Zone Booster and Transmission Line				381,002	4,032,276	4,413,278
B-Zone Reservoir				65,250	552,450	617,700
CAP Subcontract - NIA Reallocation	220,581	215,500	215,500	215,500		867,081
Civic Center Dr, Electrical Improvements	278,500					278,500
Continental Ranch Park to Loop Extension			50,000	300,000		350,000
Continental Reserve 24-inch Tie-in	2,783,987					2,783,987
Cortaro Farms Beautification	120,000					120,000
Crossroads Park Entry Path Loop Improvements	90,000					90,000
C-Zone Booster				192,188	1,627,187	1,819,375
Dove Mountain Blvd & Moore Rd Signal	740,250					740,250
East Apron Reconstruction Phase 1	2,425,000					2,425,000
East Apron Reconstruction Phase 2		2,055,000				2,055,000
East Tangerine Water Pipeline Upsizing	2,579,742					2,579,742
El Rio Disc Golf	292,905					292,905
El Rio Preserve Expansion	85,000	400,000				485,000
El Rio Recreation Area Parking Lot	122,827					122,827
Gladden Farms Baseball Fields	541,043					541,043

FISCAL YEAR 2022-2023
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Grand Total
Gladden Farms Bike Park			200,000		800,000	1,000,000
Hartman Booster Station Electrical Upgrade			220,000			220,000
Heritage Park Pole Barn	115,051					115,051
Heritage Park Water Plant	315,741	5,012,382				5,328,123
Honea Heights Sewer Program	75,000	75,000	75,000	75,000	75,000	375,000
Honea Heights Park, East	200,000		850,000			1,050,000
Integrated Water Resources Plan & DAWS	406,850					406,850
LED Street Lighting AZ Pavilions			549,000			549,000
LED Street Lighting Near Crossroads Park	269,815					269,815
LED Street Lighting, Business Park Dr			420,000			420,000
Lon Adams Road Reconstruction	5,809,218					5,809,218
Marana Community Center & Aquatic Complex	12,000,000	35,000,000				47,000,000
Marana Gateway Monument Signage	160,000	160,000	160,000			480,000
Marana Main Street Extension	300,000	3,000,000				3,300,000
Marana Park Reservoir	4,462,387					4,462,387
Marana Park Well	1,206,980					1,206,980
Marana Park Well, Booster & Electrical Upgrade		220,000				220,000
Marana Road Realignment	213,700					213,700
Water Reclamation Facility 2nd Screw Press	1,176,570					1,176,570
MMC Campus Improvements	531,149					531,149
MMC Drainage Improvements	251,440					251,440
MMC Generator Upgrade	800,000					800,000
MMC Interior Lighting Improvements	258,000					258,000
MOC Parking Lot Reconstruction	150,000					150,000
MOC Roof & HVAC Replacement	300,000					300,000
MOC Security Walls, New Entry Gate	314,000					314,000
Moore Rd Rehabilitation from Sanders Rd to I-10			500,000			500,000
Moore Rd Rehabilitation East & West of Dove Mtn	220,000					220,000
Marana Police Department Console Modernization	218,108					218,108
New Renewable Water Resource Acquisition	4,444,750				4,444,750	8,889,500
North Marana Drainage Improvements	200,000					200,000
North Marana Pavement Rehabilitation Phase 2			550,000			550,000

FISCAL YEAR 2022-2023
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Grand Total
North Marana Sewer Interceptor	7,459,392	7,645,877				15,105,269
Northwest Recharge, Recovery, & Delivery System	9,884,621	4,170,578				14,055,199
Ora Mae Harn Park Facility Expansion				400,000		400,000
Oshrin Line Replacement	210,000	125,000	140,000			475,000
Oshrin Well Rehabilitation		140,000				140,000
Palo Verde Well Rehabilitation				140,000		140,000
Picture Rocks Interconnect		183,563	1,370,600			1,554,163
Pines Settlement Repair	1,210,000					1,210,000
Pioneer Well Electrical Upgrade					220,000	220,000
Postvale Rd. to Grier Rd. Rehabilitation Phase 2	260,000					260,000
Rillito Village Tr. Drainage Improvements	795,815					795,815
Rillito Vista Lift Station Upgrade	671,400					671,400
Rwy 30 Safety Mitigation					150,000	150,000
Runway 3-21, Taxiway B2 Reconstruction, Hangar 6 Removal				1,127,924	6,000,000	7,127,924
Saguaro Bloom Community Park, Phase 2	350,000		3,000,000			3,350,000
Saguaro Bloom Generator Replacement	120,000					120,000
Sandario Well Rehabilitation	140,000					140,000
Sanders Rd 24-inch Water Line	356,095	4,522,407				4,878,502
Santa Cruz Shared Use Path, at Calportland	2,289,290					2,289,290
SCADA & Integrated Telemetry	232,884	300,000				532,884
Sewer Conveyance System Rehabilitation	41,600	661,282	552,533	574,635		1,830,050
Silverbell Rd. Sidewalk, Twin Peaks to Coachline	315,000					315,000
Silverbell Rd. Widening, Ina Rd. to Sunset Rd.		400,000		2,000,000		2,400,000
South Marana Pavement Rehabilitation Phase 2	600,000					600,000
Streets Impact Fee Study	60,347					60,347
TABY Downtown Artwork	17,501					17,501
Tangerine 16-Inch with Break Tanks				560,700	100,000	660,700
Tangerine Farms Rd. Extension	2,800,000	10,000,000	9,000,000			21,800,000
Tangerine Farms Rd. Irrigation Improvements	120,000	600,000				720,000
Tangerine Rd. Widening Phase 2A	15,745,081	13,443,452				29,188,533
Tangerine Rd. Widening Phase 2B				21,286,848	15,000,000	36,286,848
Tangerine Sky Park Phase 2	200,000		1,100,000			1,300,000

FISCAL YEAR 2022-2023
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

Project Name	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Grand Total
Taxiway A Reconstruction				700,000	8,860,000	9,560,000
Taxiway C Reconstruction				190,000	2,310,000	2,500,000
Taxiways B and E Lighting Upgrade					1,650,000	1,650,000
Tortolita Preserve Improvements	259,549					259,549
Town Street Lighting Program	100,000	100,000	100,000	100,000	100,000	500,000
Twin Peaks Rd. & Sandario Rd. Intersection	1,130,657					1,130,657
Twin Peaks Rd. Rehabilitation	450,000					450,000
Twin Peaks Rd. Restoration to West Town Limits		300,000		5,000,000		5,300,000
Twin Peaks Rd. at Rattlesnake Pass Widening	17,523,323					17,523,323
Water Impact Fee Study	106,337					106,337
Water Operations New Field Office		40,000	360,000			400,000
Water Quality Blend Evaluation		120,000				120,000
West Apron Reconstruction Phase 1	1,027,181		2,250,000			3,277,181
West Apron Reconstruction Phase 2				7,290,000		7,290,000
Grand Total	**114,802,697**	**91,789,003**	**34,186,595**	**40,799,047**	**46,311,663**	**327,889,005**

Town of Marana
Fiscal Year 2023 Team Performance Pay

The Town is committed to providing fair and competitive compensation to its employees through performance and behavior based pay that align with the Town's strategic plan, policies, directives and cultural values (dedicated service, respect, teamwork, and engaged innovation). Our compensation philosophy is to have a strategy that attracts, retains and motivates employees to accomplish the organization's goals and objectives. The Town's compensation strategy focuses on annual team performance and behavior in lieu of market-based adjustments.

After careful review of the fiscal year 2023 budget, funding is projected to be available to grant eligible employees a 2% Retention Pay in addition to a Team Performance Pay adjustment of up to 4%. These recommendations are subject to final approval from Council through the budget adoption process. Employees eligible for the Retention Pay and the Team Performance Pay adjustment will receive no more than 6%* within their paygrade (paygrade as determined by the Compensation study), not to exceed the maximum of their paygrade. If the Team Performance Pay adjustment for an eligible employee exceeds the maximum of their paygrade, they will receive a lump sum payment for the portion of their increase that exceeds the maximum of their new paygrade, not to exceed $750.

Retention Pay Eligibility

1. Regular full- and part-time classified, sworn, and unclassified employees, hired before July 2, 2022 and not at the top of their pay range, are eligible to receive the Retention Pay of 2%. This increase is not subject to reduction based on hire date or discipline.
2. Employees classified in term-limited temporary (TLT) and short-term temporary (STT) positions (i.e. Lifeguards, Recreation Aids, Interns, etc.) are not eligible to receive the Retention Pay.
3. Contract employees' (Town Manager and Town Magistrate) eligibility shall be determined by the terms of any employment agreement approved by the Council.

Team Performance Pay Eligibility

1. Regular full- and part-time classified, sworn, and unclassified employees, hired on or before July 1, 2021 and not at the top of their pay range, are eligible to receive the Team Performance Pay of 4% if not otherwise disqualified by the criteria set forth below.
2. Regular full- and part-time classified, sworn, and unclassified employees hired between July 2, 2021 and December 31, 2021 and not at the top of their pay range, are eligible to receive a pro-rated Team Performance Pay adjustment of the 4% if not otherwise disqualified by the criteria set forth below.
3. Employees hired on or after January 1, 2022 are not eligible to receive the Team Performance Pay adjustment.
4. Employees classified in term-limited temporary (TLT) and short-term temporary (STT) positions (i.e. Lifeguards, Recreation Aids, Interns, etc.) are not eligible to receive the Team Performance Pay adjustment.

* Adjustments above 6% may occur, after the Retention Increase and Team Performance Pay is applied, if needed to properly align an employee's wage penetration within their paygrade as determined by the Compensation Study.

5. Contract employees' (Town Manager and Town Magistrate) eligibility shall be determined by the terms of any employment agreement approved by the Council.
6. Regular full- and part-time classified, sworn, and unclassified employees who are at the top of their pay range are eligible to receive the Team Performance Pay adjustment as a lump sum payment, not to exceed $750, if not otherwise disqualified by the criteria set forth below.
7. Regular full- and part-time classified, sworn, and unclassified employees who have received either a corrective action memo or a written reprimand during Fiscal Year 2022 are eligible to receive a 1% Team Performance Pay adjustment or lump sum payment.
8. Employees who have been on leave status for more than six months, suspended, involuntarily demoted, or have received more than either one corrective action memo or one written reprimand during Fiscal Year 2022 are not eligible to receive the Team Performance Pay adjustment. Employees receiving a combination of a Work or Performance Improvement Plan (WIP/PIP) and either a corrective action memo related to expectations outlined in the WIP/PIP or written reprimand during Fiscal Year 2022 are not eligible to receive the Team Performance Pay adjustment.
9. A department head has the option to seek approval from the Town Manager for a 6 month delayed pay adjustment regarding the withheld adjustment if no further WIP/PIP or disciplinary action is issued to the employee during that 6 month period.

Implementation

1. No adjustment to base pay shall cause an employee's salary to exceed the maximum of the grade for the employee's position.
2. Calculation of the increase will be based on an employee's regular base pay rate, exclusive of other types of compensation (i.e. special assignment pay, overtime pay, shift differential, etc.)

Pay Administration

1. Eligible employees will receive the Retention Pay, Team Performance Pay adjustment, and if applicable a wage penetration adjustment (as determined by the Compensation Study) with the paycheck issued July 22, 2022.
2. Compensation will be paid in accordance with the Town's bi-weekly regular payroll cycle.
3. Compensation will be subject to normal payroll taxes and other regular payroll deductions.
4. Compensation will be subject to pension contributions as provided by state law.
5. Federal and State withholding will be calculated based on the current exemptions on file.

MARANA AZ

Human Resources

Salary Schedules Fiscal Year 2022-2023

Classified Positions

Exempt Positions

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 109			**$50,569.69**	**$63,212.93**	**$75,855.08**	**Annual**
713	Airport Operations Supervisor	Exempt				
198	Communications Specialist	Exempt				
439	Executive Assistant to the Town Manager	Exempt				
208	Human Resources Analyst	Exempt				
520	Planner	Exempt				
109	Procurement Specialist*	Exempt				
327	Safety Compliance Specialist	Exempt				
840	Visual Communications Designer	Exempt				
487	Water Business Services Supervisor	Exempt				
GRADE 110			**$55,627.21**	**$69,534.01**	**$83,440.81**	**Annual**
475	Business Process Supervisor	Exempt				
718	Chief Water Quality Operator	Exempt				
237	CIP Process Analyst	Exempt				
477	Development Services Analyst	Exempt				
202	Economic Development Specialist	Exempt				
252	GIS Analyst	Exempt				
199	HRIS Administrator	Exempt				
276	Management Assistant	Exempt				
752	Parks Maintenance Supervisor	Exempt				
214	Payroll Administrator	Exempt				
712	Public Works Supervisor	Exempt				
753	Recreation Supervisor	Exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
285	Revenue and Customer Service Manager	Exempt				
325	Safety & Emergency Management Coordinator	Exempt				
210	Senior Accountant	Exempt				
206	Senior Human Resources Analyst	Exempt				
246	Senior Planner	Exempt				
268	Technology Analyst	Exempt				
722	Water Distribution Supervisor	Exempt				
723	Water Production Supervisor	Exempt				
GRADE 111			**$61,746.08**	**$77,182.03**	**$92,619.10**	**Annual**
655	Asset Systems Manager	Exempt				
719	Chief Water Reclamation Operator	Exempt				
239	Construction & Inspection Manager	Exempt				
814	Crime Scene Property & Evidence Supervisor	Exempt				
400	Deputy Town Clerk	Exempt				
163	Environmental Project Manager	Exempt				
229	Floodplain Manager	Exempt				
217	Grants Manager	Exempt				
341	Network Administrator	Exempt				
211	Procurement Officer	Exempt				
467	SCADA Administrator	Exempt				
221	Senior Budget Analyst	Exempt				
320	Software Developer	Exempt				
502	Superintendent	Exempt				
201	Tourism & Marketing Manager	Exempt				
GRADE 112			**$69,155.82**	**$86,444.49**	**$103,733.17**	**Annual**
124	Assistant Building Official	Exempt				
222	Associate Town Attorney	Exempt				
177	Chief Code Enforcement and Animal Control Officer	Exempt				
161	Project Manager	Exempt				
319	Real Property Manager	Exempt				
329	Risk Manager	Exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
258	Senior GIS Analyst	Exempt				
340	Senior Network Administrator	Exempt				
241	Technology Supervisor	Exempt				
243	Technology Support Supervisor	Exempt				
481	Water Resources Coordinator	Exempt				
GRADE 113			**$78,146.11**	**$97,682.09**	**$117,218.07**	**Annual**
261	Assistant Town Attorney	Exempt				
230	Civil Engineer	Exempt				
170	Court Administrator	Exempt				
274	Finance Manager	Exempt				
240	Technology Manager	Exempt				
263	Traffic Manager	Exempt				
488	Business Financial Manager	Exempt				
159	Water Operations Manager	Exempt				
153	Water Reclamation Operations Manager	Exempt				
GRADE 114			**$88,304.87**	**$110,381.06**	**$132,457.28**	**Annual**
175	Chief Building Official	Exempt				
151	CIP Engineering Division Manager	Exempt				
147	Development Engineering Division Manager	Exempt				
245	Planning Manager	Exempt				
262	Senior Assistant Town Attorney	Exempt				
GRADE 115			**$99,784.01**	**$124,730.57**	**$149,676.01**	**Annual**
129	Development Services Deputy Director	Exempt				
149	Finance Deputy Director	Exempt				
250	Human Resources Deputy Director	Exempt				
155	Parks & Recreation Deputy Director	Exempt				
158	Public Works Deputy Director	Exempt				
135	Technology Services Deputy Director	Exempt				
148	Water Deputy Director	Exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 116			**$112,755.93**	**$140,945.54**	**$169,133.89**	**Annual**
154	Deputy Town Attorney	Exempt				
Non-Exempt Positions						
GRADE 207			**$29,751.80**	**$36,445.50**	**$43,140.24**	**Annual**
			$14.3037	**$17.5219**	**$20.7405**	**Hourly**
746	Custodian	Non-exempt				
GRADE 208			**$31,833.88**	**$38,996.88**	**$46,159.62**	**Annual**
			$15.3047	**$18.7485**	**$22.1921**	**Hourly**
406	Administrative Assistant	Non-exempt				
680	Customer Service Representative	Non-exempt				
700	Maintenance Associate I	Non-exempt				
GRADE 209			**$34,062.60**	**$41,727.14**	**$49,391.68**	**Annual**
			$16.3762	**$20.0611**	**$23.7460**	**Hourly**
417	Accounting Associate	Non-exempt				
456	Court Clerk	Non-exempt				
429	Legal Clerk	Non-exempt				
600	Maintenance Associate II	Non-exempt				
444	Police Records Clerk	Non-exempt				
443	Property & Evidence Records Clerk	Non-exempt				
423	Records Clerk	Non-exempt				
442	Water Billing Specialist	Non-exempt				
479	Water Conservation Specialist*	Non-exempt				
GRADE 210			**$36,447.32**	**$44,647.72**	**$52,848.64**	**Annual**
			$17.5228	**$21.4652**	**$25.4080**	**Hourly**
660	Assets Coordinator	Non-exempt				
450	Court Collections Specialist	Non-exempt				
620	Courtroom Specialist	Non-exempt				
748	Faciliites Technician I	Non-exempt				
614	Fleet Technician I	Non-exempt				
747	Lead Custodian	Non-exempt				
427	Legal Document Specialist	Non-exempt				
604	Maintenance Associate III	Non-exempt				
433	Permit Technician	Non-exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
418	Senior Accounting Associate	Non-exempt				
GRADE 211			**$38,998.70**	**$47,772.66**	**$56,547.40**	**Annual**
			$18.7494	**$22.9676**	**$27.1863**	**Hourly**
453	Court Operations Specialist	Non-exempt				
242	Court Probation Monitor	Non-exempt				
812	Court Security Officer	Non-exempt				
810	Crime Scene Specialist	Non-exempt				
434	Development Coordinator	Non-exempt				
336	Engineering Aide	Non-exempt				
741	Equipment Operator I	Non-exempt				
749	Facilities Technician II	Non-exempt				
508	Fleet Technician II	Non-exempt				
419	License & Tax Specialist	Non-exempt				
413	Payroll Technician	Non-exempt				
445	Police Records Specialist	Non-exempt				
547	Project Coordinator-CIP	Non-exempt				
323	Real Property Coordinator	Non-exempt				
418	Senior Accounting Associate	Non-exempt				
455	Senior Court Clerk	Non-exempt				
621	Senior Courtroom Specialist	Non-exempt				
704	Signs and Markings Technician I	Non-exempt				
GRADE 212			**$42,118.18**	**$51,594.92**	**$61,071.66**	**Annual**
			$20.2491	**$24.8053**	**$29.3614**	**Hourly**
527	Animal Control Officer	Non-exempt				
603	Aquatic Maintenance Technician	Non-exempt				
729	Associate Water Reclamation Mechanic	Non-exempt				
517	Code Enforcement Technician	Non-exempt				
448	Dispatcher	Non-exempt				
616	Equipment Mechanic	Non-exempt				
743	Equipment Operator II	Non-exempt				
438	Executive Assistant	Non-exempt				
744	Irrigation Control Technician	Non-exempt				
426	Legal Assistant	Non-exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
466	Recreation Programmer	Non-exempt				
309	Technology Support Specialist I	Non-exempt				
736	Water Operator I	Non-exempt				
GRADE 213			**$45,488.30**	**$55,722.68**	**$65,957.58**	**Annual**
			$21.8694	**$26.7897**	**$31.7104**	**Hourly**
522	Code Enforcement Officer I	Non-exempt				
461	Community Outreach Coordinator	Non-exempt				
525	Construction Inspector	Non-exempt				
510	Lead Fleet Technician	Non-exempt				
526	Right of Way Inspector	Non-exempt				
431	Senior Legal Assistant	Non-exempt				
705	Signs and Markings Specialist	Non-exempt				
372	Traffic Technician II	Non-exempt				
737	Water Operator II	Non-exempt				
532	Water Quality Technician	Non-exempt				
728	Water Reclamation Mechanic	Non-exempt				
730	Water Reclamation Operator I	Non-exempt				
GRADE 214			**$49,581.74**	**$60,737.56**	**$71,893.64**	**Annual**
			$23.8374	**$29.2007**	**$34.5643**	**Hourly**
471	Administrative Supervisor	Non-exempt				
518	Building Inspector I	Non-exempt				
315	Buisness Process Analyst	Non-exempt				
521	Code Enforcement Officer II	Non-exempt				
560	Engineering Specialist	Non-exempt				
225	Environmental Specialist*	Non-exempt				
751	Facilities Tradesman	Non-exempt				
219	Financial Specialist	Non-exempt				
514	Housing Rehabilitation Specialist	Non-exempt				
520	Planner	Non-exempt				
302	Plans Examiner	Non-exempt				
470	Police Records Supervisor	Non-exempt				
313	Technology Support Specialist II	Non-exempt				
738	Water Operator III	Non-exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
533	Water Quality Specialist	Non-exempt				
731	Water Reclamation Operator II	Non-exempt				
469	Water Technology Support Specialist II	Non-exempt				
GRADE 215			**$54,539.68**	**$66,811.16**	**$79,083.16**	**Annual**
			$26.2210	**$32.1208**	**$38.0207**	**Hourly**
516	Building Inspector II	Non-exempt				
452	Court Supervisor	Non-exempt				
464	Police Telecommunications Supervisor	Non-exempt				
249	Senior Crime Analyst	Non-exempt				
561	Senior Engineering Specialist	Non-exempt				
373	Traffic Technician III	Non-exempt				
GRADE 216			**$59,993.96**	**$73,492.38**	**$86,991.58**	**Annual**
			$28.8432	**$35.3329**	**$41.8229**	**Hourly**
300	Senior Plans Examiner	Non-exempt				

Additional Pay (Applies only to Non Exempt Positions)			
	Shift Differential Pay	$1.15 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
	On-Call/Stand-By Pay	$1.00 per hour	*Pay for employees who stand ready to work during non-work hours when assigned.*

*Final paygrade subject to position review later in the year

Classified Sworn Positions

Non-Exempt Positions						
Job Code	**Grade**	**Job Title**	**FLSA ** Status**			
806	PO	Police Officer	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$58,426.94**	**$70,319.34**	**$82,212.26**
			Hourly	**$28.0899**	**$33.8074**	**$39.5251**
804	DET	Police Detective	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$62,517.00**	**$75,241.66**	**$87,967.10**
			Hourly	**$30.0562**	**$36.1739**	**$42.2919**
802	SGT	Police Sergeant	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$82,777.24**	**$91,696.28**	**$100,615.06**
			Hourly	**$39.7968**	**$44.0847**	**$48.3726**
Exempt Positions						
800	LT	Police Lieutenant	Exempt	Minimum	Midpoint	Maximum
			Annual	**$97,565.90**	**$114,156.59**	**$130,747.25**
801	CAPT	Police Captain	Exempt	Minimum	Midpoint	Maximum
			Annual	**$107,321.88**	**$127,686.94**	**$148,052.00**

Police Officer Special Assignments Pays

5% added to base pay	Auto Theft Task Force
5% added to base pay	Lead Police Officer
5% added to base pay	Counter Narcotics Alliance
5% added to base pay	DART
5% added to base pay	DEA Task Force
5% added to base pay	EOD (Explosives)
5% added to base pay	GIITEM Task Force
5% added to base pay	Investigator
5% added to base pay	K9
5% added to base pay	Motorcycles
5% added to base pay	School Resource Officer (SRO)
5% added to base pay	SWAT
5% added to base pay	Volunteer Coordinator
One additional hour of pay per shift paid at time and one-half rate when serving as FTO	Field Training Officer

Additional Pay for Sworn Positions (Applies only to Non-Exempt Sworn)			
Shift Differential	$1.15 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
On-Call/Stand-By Pay	$1.00 per hour	*Pay for employees who stand ready to work during non-work hours as assigned.*

Unclassified Positions

Exempt Positions						
Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
Grade A			**$69,155.82**	**$86,444.49**	**$103,733.17**	**Annual**
260	Assistant to the Town Manager	Exempt				
Grade B			**$78,146.11**	**$97,682.09**	**$117,218.07**	**Annual**
141	Communications Manager	Exempt				
Grade C			**$88,304.87**	**$110,381.06**	**$132,457.28**	**Annual**
143	Airport Manager	Exempt				
Grade E			**$119,740.81**	**$149,676.68**	**$179,611.21**	**Annual**
182	Deputy Chief of Police	Exempt				
Town Officers Grade II			**$114,699.68**	**$146,241.67**	**$177,783.64**	**Annual**
114	Community and Neighborhood Services Director	Exempt				
115	Director of Economic Development and Tourism	Exempt				
127	Development Services Director	Exempt				
118	Finance Director	Exempt				
116	Human Resources Director	Exempt				
136	Parks and Recreation Director	Exempt				
180	Public Works Director	Exempt				
134	Technology Services Director	Exempt				
106	Town Clerk	Exempt				
146	Water Director	Exempt				
Town Officers Grade III			**$128,463.64**	**$163,790.67**	**$199,117.68**	**Annual**
110	Deputy Town Manager	Exempt				
138	Chief of Police	Exempt				
120	Town Attorney	Exempt				

***Fair Labor Standards Act*

Temporary Positions

Job Code	Job Title	FLSA** Status	Minimum		Midpoint		Maximum
826	*Lifeguard	Non-exempt	$14.50	$14.75	$15.00	$15.25	$15.50
828	*Head Lifeguard	Non-exempt	$15.50	$15.75	$16.00	$16.25	$16.50
824	*Recreation Aide	Non-exempt	$14.00	$14.25	$14.50	$14.75	$15.00

*returning employees may receive a $.25 (cents) increase each year

Job Code	Job Title	FLSA** Status	High School	College	Grad School	Law School
480	Intern	Non-exempt	$12.80	$13.80	$14.80	$15.80

Job Code	Job Title	FLSA** Status	half day session	full day session
169	Judge Pro Tempore	Exempt	$150.00	$300.00 Flat Rate

Job Code	Job Title	FLSA** Status	Flat Rate
447	Dispatcher STT	Non-exempt	$20.2491

Safety Compliance

*if less than half day session rate is $50 per hour

Additional Pay (Applies only to Non-Exempt position)		
Shift Differential	$1.15 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
On-Call/ Stand-by	$1.00 per hour	*Pay for employees who stand ready to work as assigned during non-work hours when assigned.*