MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, December 6, 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 December 6, 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. 2022-123: Relating to Development; approving a release of assurances for Cortaro Ranch Phase II Lots 1 through 6 and Common Areas "A" and "B" as modified and accepting public improvements for maintenance (Jason Angell)

C2 Resolution No. 2022-124: Relating to Liquor Licenses; appointing the Town Clerk as the Town Council's designee to review extended premises and special event liquor license applications and make recommendations to the Arizona Department of Liquor License and Control; rescinding Resolution Nos. 2001-50 and 2018-081 (Luke Fischer)

C3 Relating to Procurement; ratifying the Town Manager's approval of a change order to the Airport MIRL, PAPI, & Beacon Replacement (AP026) project in the amount of $3,059.25; authorizing the transfer of appropriations, if necessary, for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Fausto Burruel)

C4 Approval of Regular Council Meeting Summary Minutes of November 15, 2022 and Special Council Meeting Summary Minutes of November 22, 2022 (David L. Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Ordinance No. 2022.027: Relating to Finance; amending the Town of Marana comprehensive fee schedule to reduce the Signature Event Vendor Fee - Non Food Vendor - Single; approving and authorizing a retroactive, partial waiver of the Signature Event Vendor Fee - Non Food Vendor - Single for the 2022 Fall Festival and the 2022 Holiday Festival signature events; and establishing an effective date (Wayne Barnett)

A2 Resolution No. 2022-125: Relating to Development; amending the infrastructure improvements plan supporting development impact fees for parks and recreation facilities by shifting the anticipated development impact fee funding among certain projects and by reducing the cost provided for the Twin Peaks District Park Land Acquisition and Phase 1 Development project without changing the amount of the parks impact fees or the level of service; authorizing the transfer of up to $650,000 in budgeted expense authority from the Santa Cruz Shared Use Path at Cal Portland Project line item to the Gladden Farms Baseball Field Improvements line item within the impact fee fund (Jim Conroy)

A3 Resolution No. 2022-126: Relating to Intergovernmental Relations; adopting a 2023 Town of Marana Legislative Policy Priority Program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it (Andrea Caicedo)

A4 Resolution No. 2022-127: Relating to Public Works; approving and authorizing the Mayor to sign an Acquisition Agreement & Administrative Settlement and the Town Engineer to execute all other documentation necessary for the purchase of property rights needed from Preot LLC for the Twin Peaks Rattlesnake Pass Improvement Project, Town of Marana Project No. ST073 (George Cardieri)

A5 Resolution No. 2022-128: Relating to Real Estate; accepting the offer of just compensation from Pima County for property rights needed for the Continental Ranch Regional Pump Station Force Main Augmentation Project and authorizing the Town Engineer to execute the Acquisition Agreement, conveyance instruments, and any and all other associated documents (George Cardieri)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Jason Angell)

EXECUTIVE SESSIONS

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

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

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(4) and (7) to discuss with the Town's attorneys and representatives the terms of a proposed purchase of needed property rights for the Twin Peaks Rattlesnake Pass Improvement Project from Preot, LLC (this item relates to and should occur, if at all, before Council Action A4 on tonight's agenda).

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **C1**

Meeting Date: 12/06/2022

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Dustin Ward, Civil Engineer

Date: December 6, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-123: Relating to Development; approving a release of assurances for Cortaro Ranch Phase II Lots 1 through 6 and Common Areas "A" and "B" as modified and accepting public improvements for maintenance (Jason Angell)

Discussion:

The final plat for "Cortaro Ranch Phase II Lots 1 through 6 and Common Areas "A" and "B" ("Cortaro Ranch Phase II") was recorded in the Pima County Recorder's Office on April 12, 2019 at Sequence 20191020080, and has subsequently been modified three times. The Town has a commercial assurance and development agreement with Cortaro Commercial JV, LLC (the "Subdivider"), recorded in the Pima County Recorder's Office on September 4, 2015 at Sequence 20152470219, as modified by two amendments, assuring the completion of public improvements for Cortaro Ranch Phase II as modified.

The assurance agreement assured completion of Joplin Lane, located north of Cortaro Farms Road along the I-10 Frontage Road on the east side of I-10. The subdivider has completed the improvements serving Cortaro Ranch Phase II Lots 1 through 6 acceptable to town standards in accordance with the assurance agreement, including public infrastructure consisting of a public street.

If approved, this resolution will release the Joplin Lane assurances and accept the roadways for maintenance.

Staff Recommendation:

Staff recommends approving a release of assurances for Cortaro Ranch Phase II/Joplin Lane and accepting the public improvements for maintenance.

Suggested Motion:

I move to adopt Resolution No. 2022-123, approving a release of assurances for Cortaro Ranch Phase II Lots 1 through 6 and Common Areas "A" and "B" as modified and accepting public improvements for maintenance.

Attachments

Resolution No. 2022-123

Location map/Cortaro Ranch Phase II plat

MARANA RESOLUTION NO. 2022-123

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR CORTARO RANCH PHASE II LOTS 1 THROUGH 6 AND COMMON AREAS "A" AND "B" AS MODIFIED AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for "Cortaro Ranch Phase II Lots 1 through 6 and Common Areas "A" and "B" ("Cortaro Ranch Phase II") was recorded in the Pima County Recorder's Office on April 12, 2019 at Sequence 20191020080; and

WHEREAS Cortaro Ranch Phase II was modified by the final plat for Cortaro Ranch Phase II Lots 4-6, recorded in the Pima County Recorder's Office on February 7, 2020 at Sequence 20200380096; and

WHEREAS Cortaro Ranch Phase II was further modified by the final plat for Cortaro Ranch Phase II Lots 6A & 6B, recorded in the Pima County Recorder's Office on August 6, 2021 at Sequence 20212180290; and

WHEREAS Cortaro Ranch Phase II was further modified by the record of survey for minor land division for Cortaro Ranch Phase II Lots 6A & 6B, recorded in the Pima County Recorder's Office on July 15, 2022 at Sequence 20221960418; and

WHEREAS the Town has a commercial assurance and development agreement with Cortaro Commercial JV, LLC (the "Subdivider"), recorded in the Pima County Recorder's Office on September 4, 2015 at Sequence 20152470219, as modified by its first amendment, recorded in Pima County Recorder's Office on May 4, 2018 at Sequence 20181240060, and its second amendment, recorded in Pima County Recorder's Office on April 23, 2021 at 20211131024 (collectively, the "Assurance Agreement") assuring the completion of public improvements for Cortaro Ranch Phase II as modified; and

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

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

Section 1. The Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.30 miles of the following paved streets as shown on the plat of Cortaro Ranch Phase II as modified:

- Joplin Lane

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of December, 2022.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

GENERAL NOTES

1. GROSS AREA IS 16.51 ACRES OR 719,241 SQ. FT.
2. THE EXISTING ZONING FOR THIS PROJECT IS "VC" (VILLAGE COMMERCIAL).
3. THE TOTAL NUMBER OF LOTS IS 6.
4. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. TOTAL MILES OF NEW PUBLIC OR PRIVATE STREETS IS 0.25.
11. 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.
12. 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.
13. BASIS OF BEARINGS IS BASED ON THE EAST-WEST MIDSECTION LINE OF SECTION 26, SAID BEARING BEING N 89°18'13" E.
14. BASIS OF ELEVATIONS. NAVD88 2154.36 PER NGS DATASHEET PID CZ0534.
15. PRIOR TO RECEIVING A GRADING PERMIT, A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND FEE WILL BE SUBMITTED TO THE TOWN FOR REVIEW.
16. AN ARCHAEOLOGICAL MONITOR WILL BE PRESENT DURING GROUND-DISTURBING ACTIVITIES, PER THE CULTURAL REPORT "RESULTS OF ARCHAEOLOGICAL DATA RECOVERY INVESTIGATIONS AT THE PORTION OF AZ AA: 12:285 (ASM) WITHIN THE OLSSON PARCEL, IN MARANA, PIMA COUNTY, ARIZONA," BY TIERRA RIGHT OF WAY, DATED JANUARY 15, 2016.
17. A PHASE I ENVIRONMENTAL SITE ASSESSMENT WILL BE PROVIDED TO THE TOWN DATED NOT MORE THAN 180 DAYS PRIOR TO THE RECORDING OF THIS PLAT.
18. THIS PLAT IS SUBJECT TO MARANA ORDINANCE 95.30 AND THE CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON SEPTEMBER 4, 2015 AT SEQUENCE 20152470219, AS MODIFIED BY THE FIRST AMENDMENT TO CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON MAY 4, 2018 AT SEQUENCE 20181240060.
19. THE SUBDIVISION IS SUBJECT TO THE FOLLOWING SETBACKS:
    TYPICAL STREET: 30 FEET
    SIDE AND REAR: 20 FEET
    SPECIAL BUFFER ADJACENT TO RESIDENTIAL: 40 FEET
20. MAXIMUM BUILDING HEIGHT:
    50 FEET FOR PRINCIPAL BUILDINGS
    30 FEET FOR ACCESSORY BUILDINGS
21. BY ITS APPROVAL OF THIS PLAT, THE MARANA TOWN COUNCIL VACATES THE PUBLIC RIGHT-OF-WAY OF CORTARO CROSSING COURT (ALSO PREVIOUSLY REFERRED TO AS SHADY GROVE COURT) AS SHOWN ON THE SUBDIVISION PLAT OF CORTARO RANCH,RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE AT BOOK 51 OF MAPS AND PLATS, PAGE 9.

APPROVAL

BY _____ P.E. 4-5-19
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER — DATE

BY _____ 4-4-19
DEVELOPMENT SERVICES DIRECTOR — DATE

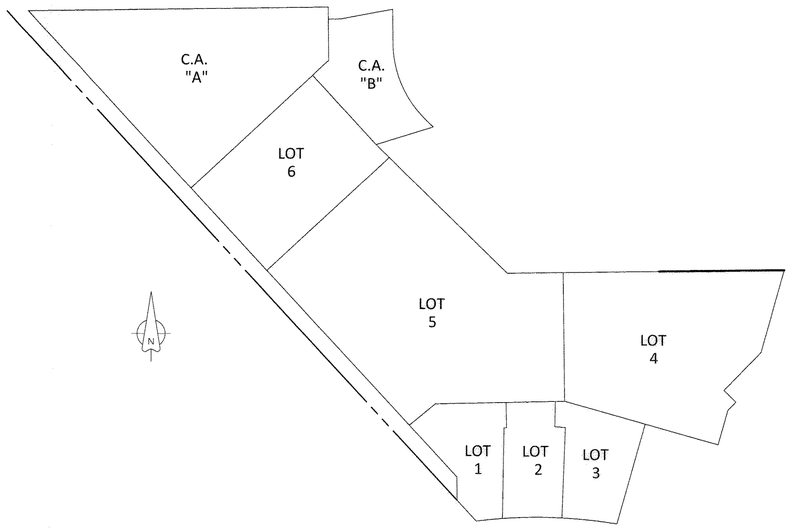
BY Hussein Al Zubaidi 4-2-2019
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT — DATE

TOWN CLERK CERTIFICATION

I, Cherry L. Lawson, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE 2ND DAY OF APRIL, 2019.

BY _____ 4/10/19
CLERK OF THE TOWN OF MARANA — DATE

(a) County of Recordation PIMA
(b) Date of Recording 04/12/2019
(c) Fee/Recording Number 20191020080



INDEX MAP
1" = 150'

OWNER:
CORTARO COMMERCIAL JV, L.L.C.
901 WABASH AVE STE 300
TERRE HAUTE, IN 47807

OWNER:
CORTARO RANCH COMMUNITY ASSOCIATION, INC.
1870 W PRINCE RD STE 47
TUCSON, AZ 85705

FLOOD ZONE DESIGNATION

REVIEW OF THE FEMA FLOOD INSURANCE RATE MAP 04019C1655L DATED JUNE 16, 2011, REVISED TO REFLECT THE LOMR, EFFECTIVE DATE: MARCH 14, 2017, INDICATED THAT PROPOSED LOTS 1 THRU 4 AND A PORTION OF LOT 5 LIES WITHIN ZONE X (SHADED) FLOOD ZONE.

A PORTION OF PROPOSED LOT 5 AND LOT 6 LIES WITH ZONE AO, AREAS SUBJECT TO INUNDATION BY 1-PERCENT-ANNUAL-CHANCE SHALLOW FLOODING (USUALLY SHEET FLOW ON SLOPING TERRAIN) WHERE AVERAGE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET.

A PORTION OF LOT 6 LIES WITH ZONE AH, AREAS SUBJECT TO 1-PERCENT-ANNUAL-CHANCE SHALLOW FLOODING WHERE AVERAGE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET.

ASSURANCE

TO ASSURE COMPLETION OF THE REQUIRED SUBDIVISION IMPROVEMENTS, CASH HAS BEEN DEPOSITED WITH THE TOWN OF MARANA PURSUANT TO ARIZONA REVISED STATUTES SECTION 9-463.01(C)(8), MARANA TOWN CODE SECTION 17-5-5, AND PARAGRAPH 8 OF THE CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON SEPTEMBER 4, 2015 AT SEQUENCE 20152470219, AS MODIFIED BY THE FIRST AMENDMENT TO CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON MAY 4, 2018 AT SEQUENCE 20181240060.

BY Ed Honea 4-2-19
TOWN OF MARANA — DATE

RECORDING DATA

STATE OF ARIZONA)
)SS
COUNTY OF PIMA)

FEE $ 44.00
SEQUENCE NO. 20191020080

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BECK CONSULTING ENGINEERS, INC., ON THIS 12TH DAY OF April, 2019, AT 9:48 AM IN SEQUENCE NO. 20191020080 THEREOF.

F. ANN RODRIGUEZ
PIMA COUNTY RECORDER BY DEPUTY

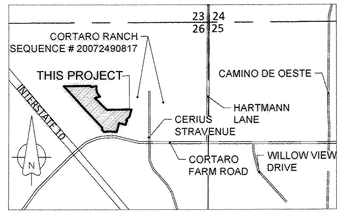
April 18, 2019
DATE

Maps not picked up in 45 days will be recycled. 4-12-19

SURVEY 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.

RYAN L. FIDLER, R.L.S. 44007 — 03/28/19 DATE



LOCATION PLAN

3" = 1 MILE
BEING A PORTION OF SECTION 26, T12S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

ASSURED WATER SUPPLY

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

BY _____ 4-9-19
MARANA WATER DIRECTOR — DATE

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL PUBLIC EASEMENTS SHOWN ON THIS PLAT. 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. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

WE HEREBY DEDICATE AND CONVEY TO THE PUBLIC THE RIGHT-OF-WAY OF JOPLIN LANE AS SHOWN HEREON.

CORTARO COMMERCIAL JV, LLC

BY: _____ 3/27/2019
PAUL M THRIFT, MANAGER, — DATE

STATE OF ~~INDIANA~~ Arizona)
) SS
COUNTY OF ~~VIGO~~ MARICOPA)

Notary stamp present, but ink may not reproduce

ON THIS 27TH DAY OF March, 2019, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED PAUL M. THRIFT WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGER OF CORTARO COMMERCIAL JV, LLC, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR AND ON BEHALF OF THE L.L.C.

_____ 11/11/2020
NOTARY PUBLIC — MY COMMISSION EXPIRES

CORTARO RANCH COMMUNITY ASSOCIATION

BY: Manuel Eugenio April 2, 2019
DATE

Carole E Gleeson
Notary Public
Pima County, Arizona
My Comm. Expires
April 4, 2022

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)

ON THIS 2ND DAY OF APRIL, 2019, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, MANUEL EUGENIO, WHO ACKNOWLEDGED HIMSELF TO BE THE BOARD PRESIDENT OF CORTARO RANCH COMMUNITY ASSOCIATION, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR AND ON BEHALF OF THE L.L.C.

_____ 04-04-2022
NOTARY PUBLIC — MY COMMISSION EXPIRES:

'FINAL PLAT FOR CORTARO RANCH PHASE II LOTS 1 THROUGH 6 AND COMMON AREAS "A" AND "B" '

A RESUBDIVISION OF LOTS 163 THROUGH 180, LOTS 295 THROUGH 297, AND COMMON AREA "A" OF CORTARO RANCH, LOTS 1-297 AND COMMON AREA "A", AS RECORDED IN BOOK 51 AT PAGE 6, ALSO BEING A RESUBDIVISION OF LOTS 293C AND 294B OF CORTARO RANCH LOTS 293A THROUGH 294B, AS RECORDED IN SEQUENCE NUMBER 2018-0950140, LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MEDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR CERTIFICATE NO. 44007 RYAN L. FIDLER DATE SIGNED 03-28-19 ARIZONA, U.S.A.

RLF CONSULTING
LAND SURVEY • MAPPING SOLUTIONS
2141 N. STADEM DR. • TEMPE AZ 85281
WWW.RLFCONSULTING.COM • 480-348-9200

#PRV1811-001

REF.: #PRV9607-001
PCT1812-001
DPR1810-001

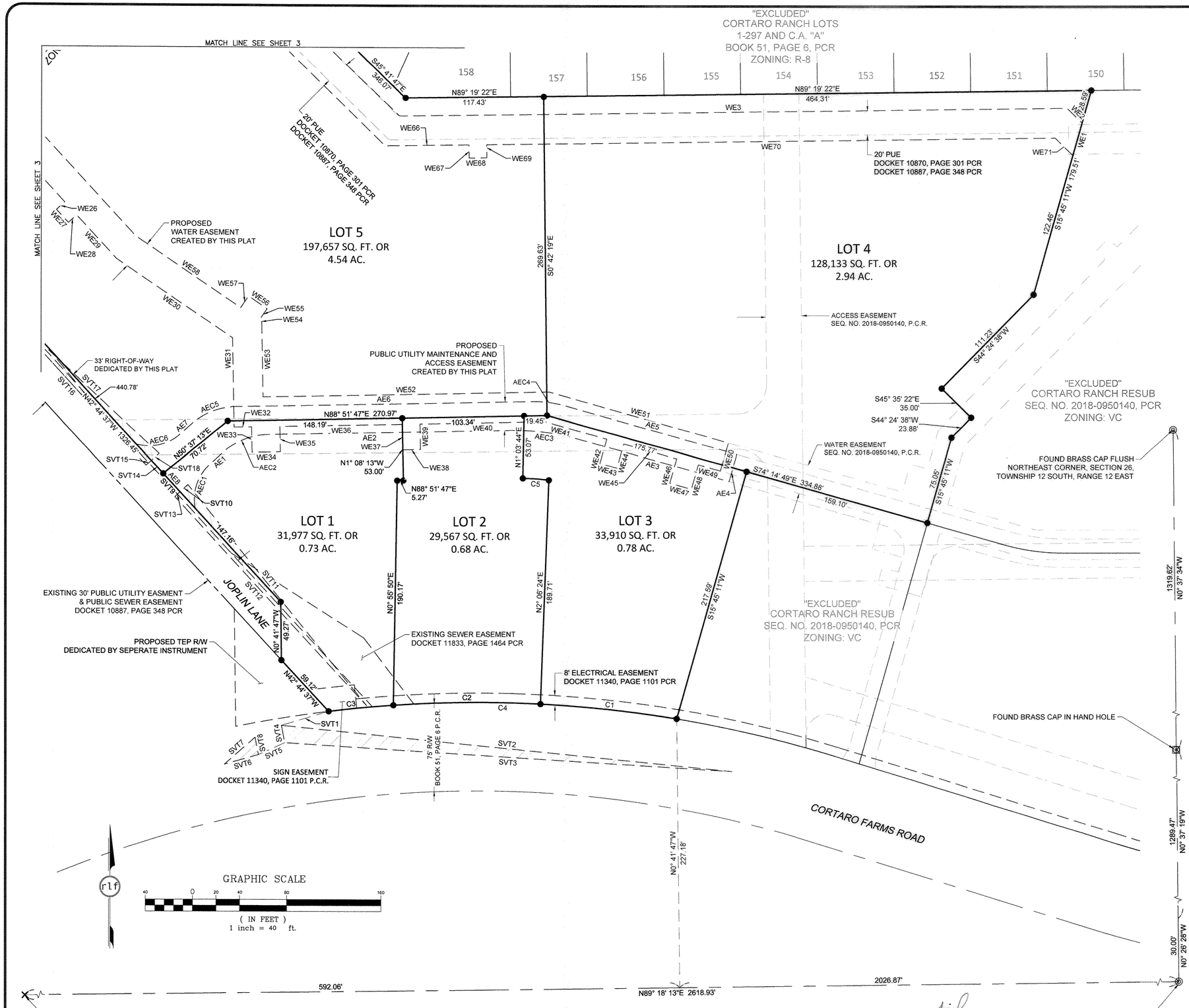
SHEET 1 OF 4

JOB NO.: 09003088

20191020080-1

'SEQUENCE NUMBER _____

'SEQUENCE NUMBER 20191020080-1



LINE TABLE		
LINE	LENGTH	BEARING
WE1	28.46	S15° 45' 11"W
WE2	17.90	S45° 41' 47"E
WE3	565.93	N89° 16' 01"E
WE4	202.96	S46° 10' 05"E
WE5	10.00	S44° 18' 11"W
WE6	15.00	S45° 41' 49"E
WE7	10.00	N44° 18' 11"E
WE8	174.62	S45° 41' 49"E
WE9	35.41	S42° 49' 37"E
WE10	62.00	N47° 15' 23"E
WE11	29.84	S42° 49' 36"E
WE12	9.50	S47° 18' 36"W
WE13	15.00	S42° 49' 36"E
WE14	34.50	N47° 18' 36"E
WE15	44.87	N42° 49' 36"W
WE16	15.87	N47° 15' 23"E
WE17	9.71	S42° 41' 24"E
WE18	15.00	N47° 18' 36"E
WE19	9.72	N42° 41' 24"W
WE20	145.09	N47° 15' 23"E
WE21	34.45	N42° 44' 37"W
WE22	15.00	S47° 15' 23"W
WE23	9.45	S42° 44' 37"E
WE24	10.99	S47° 15' 23"W
WE25	263.80	N42° 44' 37"W
WE26	9.50	N47° 15' 23"E
WE27	15.00	N42° 44' 37"W
WE28	9.50	S47° 15' 23"W
WE29	49.88	N42° 44' 37"W
WE30	119.09	N56° 00' 50"W

LINE TABLE		
LINE	LENGTH	BEARING
WE31	75.16	N1° 05' 01"W
WE32	14.89	S88° 51' 47"W
WE33	21.80	N1° 08' 13"W
WE34	24.00	S88° 51' 47"W
WE35	21.80	S1° 08' 13"E
WE36	103.98	S88° 51' 47"W
WE37	21.87	N1° 08' 13"W
WE38	15.00	S88° 51' 47"W
WE39	21.87	S1° 08' 13"E
WE40	105.99	S88° 51' 47"W
WE41	54.43	N74° 14' 49"W
WE42	21.50	N15° 45' 11"E
WE43	15.00	N74° 14' 49"W
WE44	21.50	S15° 45' 11"W
WE45	46.59	N74° 14' 49"W
WE46	21.48	N15° 45' 11"E
WE47	19.00	N74° 14' 49"W
WE48	21.48	S15° 45' 11"W
WE49	19.47	S74° 14' 49"E
WE50	25.00	S15° 45' 11"W
WE51	158.20	N74° 14' 49"W
WE52	242.55	S88° 51' 47"W
WE53	63.13	N1° 05' 01"W
WE54	2.59	S56° 00' 50"E
WE55	11.91	S33° 59' 10"W
WE56	19.00	S56° 00' 50"E
WE57	11.91	N33° 59' 10"E
WE58	107.58	S56° 00' 50"E
WE59	325.77	S42° 44' 37"E
WE60	89.59	S47° 15' 23"W

LINE TABLE		
LINE	LENGTH	BEARING
WE61	9.71	N42° 44' 37"W
WE62	15.00	S47° 15' 23"W
WE63	9.71	S42° 44' 37"E
WE64	82.41	S47° 15' 23"W
WE65	11.07	N42° 49' 37"W
WE66	71.30	S89° 16' 01"W
WE67	11.14	N0° 43' 59"W
WE68	15.00	S89° 16' 01"W
WE69	11.14	S0° 43' 59"E
WE70	481.99	S89° 16' 01"W
WE71	21.14	N45° 41' 47"W

LINE TABLE		
LINE	LENGTH	BEARING
AE1	14.85	N47° 21' 01"E
AE2	204.70	N88° 51' 47"E
AE3	132.30	S74° 14' 49"E
AE4	24.00	N15° 45' 11"E
AE5	150.71	N74° 14' 49"W
AE6	250.31	S88° 51' 47"W
AE7	10.58	S47° 21' 01"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD LENGTH
AEC1	40.70	40.00	58°18'20"	N18° 11' 51"E	38.97
AEC2	43.47	60.00	41°30'46"	N68° 06' 24"E	42.53
AEC3	58.96	200.00	16°53'24"	S82° 41' 31"E	58.74
AEC4	29.48	100.00	16°53'24"	N82° 41' 31"W	29.37
AEC5	43.47	60.00	41°30'46"	S68° 06' 24"W	42.53
AEC6	40.57	40.00	58°07'04"	S76° 24' 33"W	38.86

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD LENGTH
SEC1	20.82	222.50	5°21'43"	S19° 42' 03"E	20.81

LEGEND

P.C.R.	PIMA COUNTY RECORDER	◙	FOUND BRASS CAP IN HAND HOLE
P.U.E.	PUBLIC UTILITY EASEMENT	◎	FOUND BRASS CAP FLUSH
D/W	DRIVEWAY	×	FOUND SCRIBED X
AE	PUBLIC UTILITY MAINTENANCE AND ACCESS EASEMENT CREATED BY THIS PLAT	●	SET REBAR WITH CAP RLS#44007
		▲	SET PK NAIL WITH WASHER RLS#44007
WE	WATER EASEMENT CREATED BY THIS PLAT	⌇	BREAKLINE
SVT	SIGHT VISIBILITY TRIANGLE CREATED BY THIS PLAT	AEC	PUBLIC UTILITY MAINTENANCE AND ACCESS EASEMENT CURVE CREATED BY THIS PLAT

SECTION LINE
BOUNDARY LINE
ADJACENT BOUNDARY LINE
INGRESS/EGRESS EASEMENT LINE
WATER EASEMENT LINE
SEWER EASEMENT LINE
TIE LINE

'FINAL PLAT FOR CORTARO RANCH PHASE II LOTS 1 THROUGH 6 AND COMMON AREAS "A" AND "B" '

A RESUBDIVISION OF LOTS 163 THROUGH 180, LOTS 295 THROUGH 297, AND COMMON AREA "A" OF CORTARO RANCH, LOTS 1-297 AND COMMON AREA "A", AS RECORDED IN BOOK 51 AT PAGE 6, ALSO BEING A RESUBDIVISION OF LOTS 293C AND 294B OF CORTARO RANCH LOTS 293A THROUGH 294B, AS RECORDED IN SEQUENCE NUMBER 2018-0950140, LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44007
RYAN L. FIDLER
ARIZONA, U.S.A.

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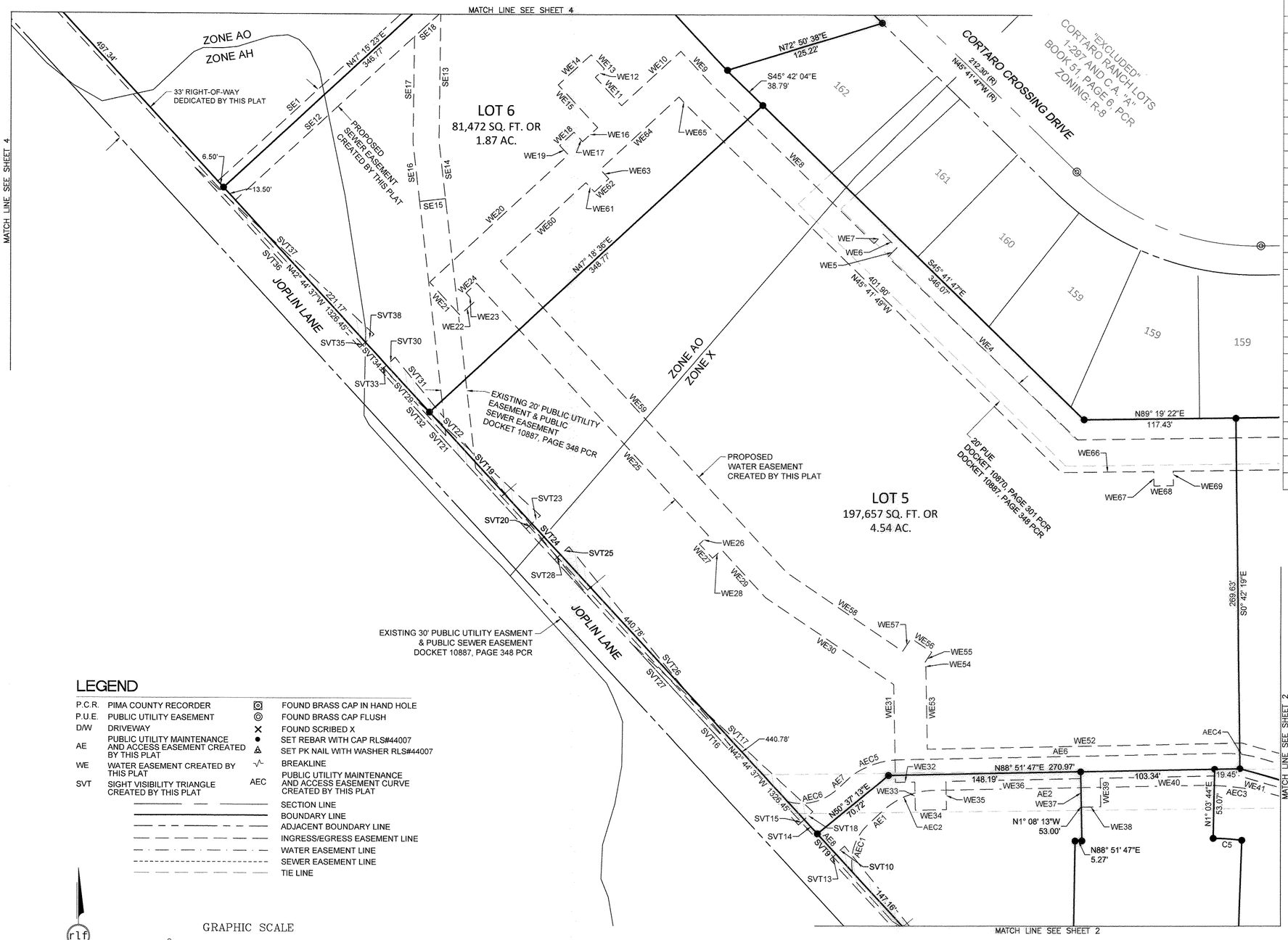
#PRV1811-001

REF.: #PRV9607-001
PCZ1812-001
DPR1810-001

SHEET 2 OF 4

JOB NO.: 09003088

'SEQUENCE NUMBER 20191020080-2



LINE TABLE		
LINE	LENGTH	BEARING
WE1	28.46	S15° 45' 11"W
WE2	17.90	S45° 41' 47"E
WE3	565.93	N89° 16' 01"E
WE4	202.96	S46° 10' 05"E
WE5	10.00	S44° 18' 11"W
WE6	15.00	S45° 41' 49"E
WE7	10.00	N44° 18' 11"E
WE8	174.62	S45° 41' 49"E
WE9	35.41	S42° 49' 37"E
WE10	62.00	N47° 15' 23"E
WE11	29.84	S42° 49' 36"E
WE12	9.50	S47° 18' 36"W
WE13	15.00	S42° 49' 36"E
WE14	34.50	N47° 18' 36"E
WE15	44.87	N42° 49' 36"W
WE16	15.87	N47° 15' 23"E
WE17	9.71	S42° 41' 24"E
WE18	15.00	N47° 18' 36"E
WE19	9.72	N42° 41' 24"W
WE20	145.09	N47° 15' 23"E
WE21	34.45	N42° 44' 37"W
WE22	15.00	S47° 15' 23"W
WE23	9.45	S42° 44' 37"E
WE24	10.99	S47° 15' 23"W
WE25	263.80	N42° 44' 37"W
WE26	9.50	N47° 15' 23"E
WE27	15.00	N42° 44' 37"W
WE28	9.50	S47° 15' 23"W
WE29	49.88	N42° 44' 37"W
WE30	119.09	N56° 00' 50"W

LINE TABLE		
LINE	LENGTH	BEARING
WE31	75.16	N1° 05' 01"W
WE32	14.89	S88° 51' 47"W
WE33	21.80	N1° 08' 13"W
WE34	24.00	S88° 51' 47"W
WE35	21.80	S1° 08' 13"E
WE36	103.98	S88° 51' 47"W
WE37	21.87	N1° 08' 13"W
WE38	15.00	S88° 51' 47"W
WE39	21.87	S1° 08' 13"E
WE40	105.99	S88° 51' 47"W
WE41	54.43	N74° 14' 49"W
WE42	21.50	N15° 45' 11"E
WE43	15.00	N74° 14' 49"W
WE44	21.50	S15° 45' 11"W
WE45	46.59	N74° 14' 49"W
WE46	21.48	N15° 45' 11"E
WE47	19.00	N74° 14' 49"W
WE48	21.48	S15° 45' 11"W
WE49	19.47	S74° 14' 49"E
WE50	25.00	S15° 45' 11"W
WE51	158.20	N74° 14' 49"W
WE52	242.55	S88° 51' 47"W
WE53	63.13	N1° 05' 01"W
WE54	2.59	S56° 00' 50"E
WE55	11.91	S33° 59' 10"W
WE56	19.00	S56° 00' 50"E
WE57	11.91	N33° 59' 10"E
WE58	107.58	S56° 00' 50"E
WE59	325.77	S42° 44' 37"E
WE60	89.59	S47° 15' 23"W

LINE TABLE		
LINE	LENGTH	BEARING
WE61	9.71	N42° 44' 37"W
WE62	15.00	S47° 15' 23"W
WE63	9.71	S42° 44' 37"E
WE64	82.41	S47° 15' 23"W
WE65	11.07	N42° 49' 37"W
WE66	71.30	S89° 16' 01"W
WE67	11.14	N0° 43' 59"W
WE68	15.00	S89° 16' 01"W
WE69	11.14	S0° 43' 59"E
WE70	481.99	S89° 16' 01"W
WE71	21.14	N45° 41' 47"W

LINE TABLE		
LINE	LENGTH	BEARING
AE1	14.85	N47° 21' 01"E
AE2	204.70	N88° 51' 47"E
AE3	132.30	S74° 14' 49"E
AE4	24.00	N15° 45' 11"E
AE5	150.71	N74° 14' 49"W
AE6	250.31	S88° 51' 47"W
AE7	10.58	S47° 21' 01"W

LINE TABLE		
LINE	LENGTH	BEARING
SE1	206.23	N47° 22' 49"E
SE2	66.62	N0° 37' 36"E
SE3	22.87	N23° 10' 04"E
SE4	147.14	N11° 17' 34"W
SE5	138.82	S11° 17' 34"E
SE6	139.82	S86° 31' 05"E
SE7	117.48	N86° 22' 44"E
SE8	124.49	S86° 22' 44"W
SE9	141.72	N86° 31' 05"W
SE10	14.94	S23° 10' 04"W
SE11	71.28	S0° 37' 36"W
SE12	214.83	S47° 22' 49"W
SE13	99.64	S0° 37' 36"W
SE14	44.22	S6° 31' 49"E
SE15	20.00	S83° 28' 11"W
SE16	45.47	N6° 31' 49"W
SE17	82.07	N0° 37' 36"E
SE18	27.46	N47° 22' 49"E

LEGEND

P.C.R.	PIMA COUNTY RECORDER	⊙	FOUND BRASS CAP IN HAND HOLE
P.U.E.	PUBLIC UTILITY EASEMENT	◎	FOUND BRASS CAP FLUSH
D/W	DRIVEWAY	×	FOUND SCRIBED X
AE	PUBLIC UTILITY MAINTENANCE AND ACCESS EASEMENT CREATED BY THIS PLAT	●	SET REBAR WITH CAP RLS#44007
		◬	SET PK NAIL WITH WASHER RLS#44007
WE	WATER EASEMENT CREATED BY THIS PLAT	-\/-	BREAKLINE
SVT	SIGHT VISIBILITY TRIANGLE CREATED BY THIS PLAT	AEC	PUBLIC UTILITY MAINTENANCE AND ACCESS EASEMENT CURVE CREATED BY THIS PLAT
			SECTION LINE
			BOUNDARY LINE
			ADJACENT BOUNDARY LINE
			INGRESS/EGRESS EASEMENT LINE
			WATER EASEMENT LINE
			SEWER EASEMENT LINE
			TIE LINE

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

'FINAL PLAT FOR CORTARO RANCH PHASE II LOTS 1 THROUGH 6 AND COMMON AREAS "A" AND "B" '

A RESUBDIVISION OF LOTS 163 THROUGH 180, LOTS 295 THROUGH 297, AND COMMON AREA "A" OF CORTARO RANCH, LOTS 1-297 AND COMMON AREA "A", AS RECORDED IN BOOK 51 AT PAGE 6, ALSO BEING A RESUBDIVISION OF LOTS 293C AND 294B OF CORTARO RANCH LOTS 293A THROUGH 294B, AS RECORDED IN SEQUENCE NUMBER 2018-0950140, LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
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5/2/19

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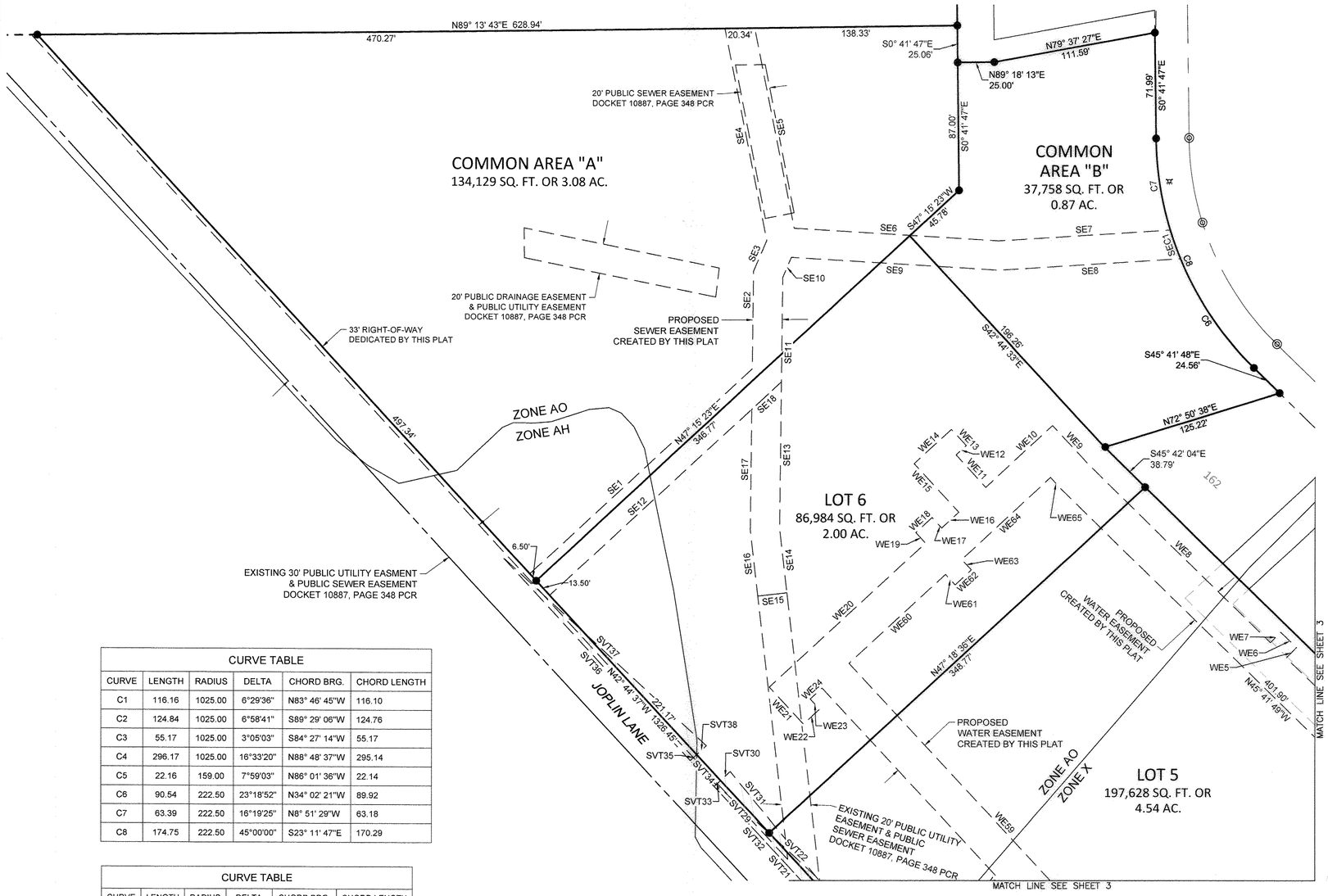
#PRV1811-001

REF.:#PRV9607-001
PC21812-001
DPR1810-001

SHEET 3 OF 4

JOB NO.: 09003088

'SEQUENCE NUMBER 20191020080-3



LINE TABLE		
LINE	LENGTH	BEARING
WE1	28.46	S15° 45' 11"W
WE2	17.90	S45° 41' 47"E
WE3	565.93	N89° 16' 01"E
WE4	202.96	S46° 10' 05"E
WE5	10.00	S44° 18' 11"W
WE6	15.00	S45° 41' 49"E
WE7	10.00	N44° 18' 11"E
WE8	174.62	S45° 41' 49"E
WE9	35.41	S42° 49' 37"E
WE10	62.00	N47° 15' 23"E
WE11	29.84	S42° 49' 36"E
WE12	9.50	S47° 18' 36"W
WE13	15.00	S42° 49' 36"E
WE14	34.50	N47° 18' 36"E
WE15	44.87	N42° 49' 36"W
WE16	15.87	N47° 15' 23"E
WE17	9.71	S42° 41' 24"E
WE18	15.00	N47° 18' 36"E
WE19	9.72	N42° 41' 24"W
WE20	145.09	N47° 15' 23"E
WE21	34.45	N42° 44' 37"W
WE22	15.00	S47° 15' 23"W
WE23	9.45	S42° 44' 37"E
WE24	10.99	S47° 15' 23"W
WE25	263.80	N42° 44' 37"W
WE26	9.50	N47° 15' 23"E
WE27	15.00	N42° 44' 37"W
WE28	9.50	S47° 15' 23"W
WE29	49.88	N42° 44' 37"W
WE30	119.09	N56° 00' 50"W

LINE TABLE		
LINE	LENGTH	BEARING
WE31	75.16	N1° 05' 01"W
WE32	14.89	S88° 51' 47"W
WE33	21.80	N1° 08' 13"W
WE34	24.00	S88° 51' 47"W
WE35	21.80	S1° 08' 13"E
WE36	103.98	S88° 51' 47"W
WE37	21.87	N1° 08' 13"W
WE38	15.00	S88° 51' 47"W
WE39	21.87	S1° 08' 13"E
WE40	105.99	S88° 51' 47"W
WE41	54.43	N74° 14' 49"W
WE42	21.50	N15° 45' 11"E
WE43	15.00	N74° 14' 49"W
WE44	21.50	S15° 45' 11"W
WE45	46.59	N74° 14' 49"W
WE46	21.48	N15° 45' 11"E
WE47	19.00	N74° 14' 49"W
WE48	21.48	S15° 45' 11"W
WE49	19.47	S74° 14' 49"E
WE50	25.00	S15° 45' 11"W
WE51	158.20	N74° 14' 49"W
WE52	242.55	S88° 51' 47"W
WE53	63.13	N1° 05' 01"W
WE54	2.59	S56° 00' 50"E
WE55	11.91	S33° 59' 10"W
WE56	19.00	S56° 00' 50"E
WE57	11.91	N33° 59' 10"E
WE58	107.58	S56° 00' 50"E
WE59	325.77	S42° 44' 37"E
WE60	89.59	S47° 15' 23"W

LINE TABLE		
LINE	LENGTH	BEARING
WE61	9.71	N42° 44' 37"W
WE62	15.00	S47° 15' 23"W
WE63	9.71	S42° 44' 37"E
WE64	82.41	S47° 15' 23"W
WE65	11.07	N42° 49' 37"W
WE66	71.30	S89° 16' 01"W
WE67	11.14	N0° 43' 59"W
WE68	15.00	S89° 16' 01"W
WE69	11.14	S0° 43' 59"E
WE70	481.99	S89° 16' 01"W
WE71	21.14	N45° 41' 47"W

LINE TABLE		
LINE	LENGTH	BEARING
AE1	14.85	N47° 21' 01"E
AE2	204.70	N88° 51' 47"E
AE3	132.30	S74° 14' 49"E
AE4	24.00	N15° 45' 11"E
AE5	150.71	N74° 14' 49"W
AE6	250.31	S88° 51' 47"W
AE7	10.58	S47° 21' 01"W

LINE TABLE		
LINE	LENGTH	BEARING
SE1	206.23	N47° 22' 49"E
SE2	66.62	N0° 37' 36"E
SE3	22.87	N23° 10' 04"E
SE4	147.14	N11° 17' 34"W
SE5	138.82	S11° 17' 34"E
SE6	139.82	S86° 31' 05"E
SE7	117.48	N86° 22' 44"E
SE8	124.49	S86° 22' 44"W
SE9	141.72	N86° 31' 05"W
SE10	14.94	S23° 10' 04"W
SE11	71.28	S0° 37' 36"W
SE12	214.83	S47° 22' 49"W
SE13	99.64	S0° 37' 36"W
SE14	44.22	S6° 31' 49"E
SE15	20.00	S83° 28' 11"W
SE16	45.47	N6° 31' 49"W
SE17	82.07	N0° 37' 36"E
SE18	27.46	N47° 22' 49"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD LENGTH
C1	116.16	1025.00	6°29'36"	N83° 46' 45"W	116.10
C2	124.84	1025.00	6°58'41"	S89° 29' 06"W	124.76
C3	55.17	1025.00	3°05'03"	S84° 27' 14"W	55.17
C4	296.17	1025.00	16°33'20"	N88° 48' 37"W	295.14
C5	22.16	159.00	7°59'03"	N86° 01' 36"W	22.14
C6	90.54	222.50	23°18'52"	N34° 02' 21"W	89.92
C7	63.39	222.50	16°19'25"	N8° 51' 29"W	63.18
C8	174.75	222.50	45°00'00"	S23° 11' 47"E	170.29

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD LENGTH
AEC1	40.70	40.00	58°18'20"	N18° 11' 51"E	38.97
AEC2	43.47	60.00	41°30'46"	N68° 06' 24"E	42.53
AEC3	58.96	200.00	16°53'24"	S82° 41' 31"E	58.74
AEC4	29.48	100.00	16°53'24"	N82° 41' 31"W	29.37
AEC5	43.47	60.00	41°30'46"	S68° 06' 24"W	42.53
AEC6	40.57	40.00	58°07'04"	S76° 24' 33"W	38.86

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD LENGTH
SEC1	20.82	222.50	5°21'43"	S19° 42' 03"E	20.81

LINE TABLE		
LINE	LENGTH	BEARING
SVT1	41.83	S73° 26' 47"W
SVT2	384.00	S84° 11' 02"E
SVT3	380.00	N86° 21' 08"W
SVT4	15.00	N10° 44' 30"W
SVT5	24.60	S65° 21' 07"W
SVT6	30.00	S74° 07' 54"W
SVT7	34.69	N48° 36' 50"E
SVT8	15.00	S10° 52' 53"E
SVT9	21.07	S42° 44' 37"E
SVT10	9.00	N47° 15' 23"E
SVT11	240.47	S39° 10' 02"E
SVT12	240.00	N42° 44' 37"W
SVT13	6.00	N47° 15' 23"E
SVT14	14.93	N42° 44' 37"W
SVT15	6.00	S47° 15' 23"W

LINE TABLE		
LINE	LENGTH	BEARING
SVT16	190.00	N42° 44' 37"W
SVT17	190.59	S47° 15' 27"E
SVT18	9.00	S47° 15' 23"W
SVT19	116.38	S42° 44' 37"E
SVT20	6.00	S47° 15' 23"W
SVT21	190.00	N42° 44' 37"W
SVT22	190.59	S47° 15' 27"E
SVT23	9.00	S47° 15' 23"W
SVT24	32.48	S42° 44' 37"E
SVT25	9.00	N47° 15' 23"E
SVT26	240.47	S39° 10' 02"E
SVT27	240.00	N42° 44' 37"W
SVT28	6.00	N47° 15' 23"E
SVT29	48.99	N42° 44' 37"W
SVT30	9.00	N47° 15' 23"E

LINE TABLE		
LINE	LENGTH	BEARING
SVT31	240.47	S39° 10' 02"E
SVT32	240.00	N42° 44' 37"W
SVT33	6.00	N47° 15' 23"E
SVT34	24.00	N42° 44' 37"W
SVT35	6.00	S47° 15' 23"W
SVT36	190.00	N42° 44' 37"W
SVT37	190.59	S47° 15' 27"E
SVT38	9.00	S47° 15' 23"W

LEGEND

P.C.R.	PIMA COUNTY RECORDER	◎	FOUND BRASS CAP IN HAND HOLE
P.U.E.	PUBLIC UTILITY EASEMENT	◎	FOUND BRASS CAP FLUSH
D/W	DRIVEWAY	×	FOUND SCRIBED X
AE	PUBLIC UTILITY MAINTENANCE AND ACCESS EASEMENT CREATED BY THIS PLAT	●	SET REBAR WITH CAP RLS#44007
		◬	SET PK NAIL WITH WASHER RLS#44007
WE	WATER EASEMENT CREATED BY THIS PLAT	-√-	BREAKLINE
SVT	SIGHT VISIBILITY TRIANGLE CREATED BY THIS PLAT	AEC	PUBLIC UTILITY MAINTENANCE AND ACCESS EASEMENT CURVE CREATED BY THIS PLAT
			SECTION LINE
			BOUNDARY LINE
			ADJACENT BOUNDARY LINE
			INGRESS/EGRESS EASEMENT LINE
			WATER EASEMENT LINE
			SEWER EASEMENT LINE
			TIE LINE

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

'FINAL PLAT FOR
CORTARO RANCH PHASE II LOTS 1 THROUGH 6 AND COMMON AREAS "A" AND "B" '

A RESUBDIVISION OF LOTS 163 THROUGH 180, LOTS 295 THROUGH 297, AND COMMON AREA "A" OF CORTARO RANCH, LOTS 1-297 AND COMMON AREA "A", AS RECORDED IN BOOK 51 AT PAGE 6, ALSO BEING A RESUBDIVISION OF LOTS 293C AND 294B OF CORTARO RANCH LOTS 293A THROUGH 294B, AS RECORDED IN SEQUENCE NUMBER 2018-0950140, LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44007
RYAN L. FIDLER
ARIZONA, U.S.A.
12/16/22

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#PRV1811-001

REF. #PRV9607-001
PC21812-001
DPR1810-001

SHEET 4 OF 4

JOB NO.: 09003088

'SEQUENCE NUMBER 20191020080-4

Council-Regular Meeting **C2**

Meeting Date: 12/06/2022

To: Mayor and Council

From: Luke Fischer, Senior Assistant Town Attorney

Date: December 6, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-124: Relating to Liquor Licenses; appointing the Town Clerk as the Town Council's designee to review extended premises and special event liquor license applications and make recommendations to the Arizona Department of Liquor License and Control; rescinding Resolution Nos. 2001-50 and 2018-081 (Luke Fischer)

Discussion:

A special event liquor license is a temporary, non-transferable, liquor license with retail privileges that allows a government, political, or non-profit entity to sell and serve spirituous liquor at a special event. The applicant for a special event liquor license must request approval from the local municipality where the special event is to take place. If the application is approved by the local municipality, and the event meets the requirements for granting the license, the director of the Arizona Department of Liquor Licenses and Control (DLLC) may issue a special event liquor license to the qualifying organization.

A temporary extension of premises allows a licensed establishment to extend the licensed premises temporarily to include an additional area the premises (such as a patio) that is not already licensed by the existing liquor license. Similar to a special event liquor license, a temporary extension of premises application must first be reviewed by the local municipality for its advisory recommendation. Then, the DLLC will then determine whether the temporary extension of premises will be approved.

For both temporary extension of premises and special event liquor license applications, Town staff ensures that the applications meet the requirements of their respective statutes. Historically, the special event liquor license applications were brought before the Town Council for approval or disapproval. In 2018, the Arizona legislature amended A.R.S. § 4-203.02 to allow a local governing body to authorize a designee to review and approve special event liquor licenses. Accordingly, on September 4, 2018, the Town Council approved Resolution 2018-081 and designated the Town Manager as the designee to review and approve special event liquor licenses. In 2022, the Arizona legislature added A.R.S. § 4-207.03 addressing extended premises, similarly allowing the governing body to authorize a designee to review and approve these licenses. In 2001, the Town Council had approved Resolution No. 2001-050 authorizing the Town Clerk to transmit recommendations for an extension of premises upon the review and approval of the application by the Town Manager.

If approved, the proposed resolution will designate the Town Clerk to review and approve both special event liquor license and extended premises applications. Additionally, the proposed resolution will update the statutory authority for the governing body to authorize a designee to approve temporary extension of premises. Consolidating review and approval with the Town Clerk will ensure these applications are processed efficiently. Town staff will still continue to perform the same review of applications as was completed previously.

Staff Recommendation:

Staff recommends that the Town Clerk be appointed as the Town Council's designee to review and approve special event liquor licenses and provide recommendations for extended premises liquor license applications to the Arizona Department of Liquor License and Control.

Suggested Motion:

I move to adopt Resolution No. 2022-124, appointing the Town Clerk as the Town Council's designee to review extended premises and special event liquor license applications and make recommendations to the Arizona Department of Liquor License and Control; rescinding Resolution Nos. 2001-050 and 2018-081.

Attachments

Resolution No. 2022-124

MARANA RESOLUTION NO. 2022-124

RELATING TO LIQUOR LICENSES; APPOINTING THE TOWN CLERK AS THE TOWN COUNCIL'S DESIGNEE TO REVIEW EXTENDED PREMISES AND SPECIAL EVENT LIQUOR LICENSE APPLICATIONS AND MAKE RECOMMENDATIONS TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSE AND CONTROL; RESCINDING RESOLUTION NOS. 2001-50 AND 2018-081

WHEREAS A.R.S. §4-207.03 provides that before an extended premises liquor license application may be approved by the Arizona Department of Liquor License and Control (the "Department"), the application may be reviewed by the local governing body or the governing body's designee to provide an advisory recommendation of approval or disapproval to the Department; and

WHEREAS on May 22, 2001, the Town Council adopted Resolution No. 2001-50, authorizing the Town Clerk to transmit recommendations to the Department regarding extended premises liquor license applications, upon the review and approval of the applications by the Town Manager; and

WHEREAS A.R.S. §4-203.02 provides that before a special event liquor license application may be approved by the Department, the application must be approved by the local governing body or the governing body's designee; and

WHEREAS on September 4, 2018, the Town Council adopted Resolution No. 2018-081, appointing the Town Manager as the Town Council's designee for review and approval of special event liquor license applications; and

WHEREAS the Town Council finds that appointing a designee to review extended premises and special event liquor license applications and make recommendations to the Arizona Department of Liquor License and Control is in the best interests of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Town Clerk is hereby appointed as the Town Council's designee to review extended premises and special event liquor license applications and make recommendations to the Arizona Department of Liquor License and Control.

BE IT FURTHER RESOLVED that Resolution No. 2001-50 and Resolution No. 2018-081 are hereby rescinded.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of December, 2022.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 12/06/2022

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: December 6, 2022

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:
PRINCIPLE STATEMENT 2: WE WILL SEEK AND RETAIN DIVERSE INDUSTRIES AND COMMERCE.
Initiative 3: Invest in airport infrastructure and lease opportunities to grow airport operations.

Subject: Relating to Procurement; ratifying the Town Manager's approval of a change order to the Airport MIRL, PAPI, & Beacon Replacement (AP026) project in the amount of $3,059.25; authorizing the transfer of appropriations, if necessary, for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Fausto Burruel)

Discussion:

Marana Town Code Section 3-4-7(B)(3) provides that Town Council approval is necessary for change orders that individually or cumulatively exceed $100,000.00. However, Section 3-4-8(B) provides that the town manager or designee may approve change orders to public improvements contracts that exceed the authority otherwise granted by this section if the town manager reasonably determines that doing so will avoid unnecessary contractor delay claims or costs or public health or safety hazards that would otherwise occur while awaiting Town Council approval, provided that Town Council ratification occurs as soon as practicable thereafter.

The budget for fiscal year 2022 - 2023 was adopted on June 21, 2022. The Airport MIRL, PAPI, & Beacon Replacement project (AP026) was properly included within the Town of Marana's FY2023 Capital Improvement Plan.

The budget amount for the Airport MIRL, PAPI, & Beacon Replacement is $1,635,285.00.

Effective 12/02/2021, the Town and Pavex Corp entered into a Construction Contract in the amount of $715,705.00 to construct the Airport MIRL, PAPI, & Beacon Replacement project (AP026).

There have been four previous change orders for this project totaling $176,866.93, which has brought the Pavex Construction Contract to $892,571.93.

The existing L-854 Pilot-Controlled lighting radio controller needs to be replaced. This controller allows approaching pilots to turn on the airport lighting at night. The existing equipment is not properly discriminating radio calls, causing lighting equipment to turn on when not requested or required. Replacement of this equipment will reduce strain on the constant current regulators, the lighting equipment, and electrical usage.

The cost of this change order is $3,059.25, which will bring the Pavex Construction Contract to $895,631.18.

This change order is necessary to avoid unnecessary contractor delay claims or costs or public health or safety hazards costs and the amount of these change orders exceeds $100,000.00; therefore, this change order required immediate approval by the Town Manager. With active contracts and contractors in place, the Town Manager exercised his authority under Section 3-4-8(B) of the Town Code to authorize change orders to the project. This item is on the agenda for the Town Council to ratify the Town Manager's action.

Financial Impact:

Fiscal Year: 2023
Budgeted Y/N: Yes
Amount: $3,059.25

These change orders will be funded with Airport Capital funds, GL Account # 52592000-8015-AP026. The $3,059.25 will be reimbursed to the Town through ADOT Grant #: E2S2N01C.

Staff Recommendation:

Staff recommends ratification of the Town Manager's approval of the change order to the Airport MIRL, PAPI, & Beacon Replacement (AP026) project in the amount of $3,059.25.

Suggested Motion:

I move to ratify the Town Manager's approval of the change order to the Airport MIRL, PAPI, & Beacon Replacement project in the amount of $3,059.25; to authorize the transfer of appropriations if necessary for the change order; and to authorize the Town Manager or designee to execute the necessary documents to effectuate the change order.

Attachments

No file(s) attached.

Council-Regular Meeting **C4**

Meeting Date: 12/06/2022

To: Mayor and Council

Submitted For: David L. Udall, Town Clerk/Assistant Town Attorney

From: Richelle Valenzuela, Executive Assistant

Date: December 6, 2022

Subject: Approval of Regular Council Meeting Summary Minutes of November 15, 2022 and Special Council Meeting Summary Minutes of November 22, 2022 (David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 11/15/2022
Special Council Meeting Summary Minutes, 11/22/2022

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, November 15, 2022, at or after 6:00 PM

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 6:00 PM and directed the Town Clerk to call the roll. All Council Members were present, constituting a quorum.

APPROVAL OF AGENDA

Vice Mayor Post moved to approve the agenda as presented. Council Member Kai seconded the motion. Motion passed, 7-0.

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

CALL TO THE PUBLIC

Mr. David Morales addressed the Council. He highlighted veterans and the veteran associations in the community.

Council Member Ziegler said she recently joined a veteran's association and complemented veterans.

PROCLAMATIONS

PR1 Proclamation recognizing November 26, 2022 as "Small Business Saturday" (David L. Udall) The proclamation will be mailed to the recipient.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Officer commented on his visit of the Waterman Restoration Site grand opening.

Mayor Honea commented on recent Pima Association of Governments (PAG) and Regional Transportation Authority (RTA) meetings. He said he addressed the meetings in his recent podcast recording. **Mayor Honea** commented on the Executive Board meeting he recently attended for the Arizona League of Cities and Towns and on his and **Council Member Officer's** recent visit to Roche Tissue Diagnostics. He also praised the Erik Hite Foundation.

Council Member Ziegler commented on the recent statewide general election results and the Parsons Steel 50th Anniversary event.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manger Terry Rozema praised the Erik Hite Foundation event. He said the Town has issued 11 single-family residential permits so far in November. Last November, there were 86 total permits issued. He announced Chase Construction was selected to be the construction manager at risk for the new community center and complemented the Parks and Recreation Department on receiving multiple state awards recently. He commented on the upcoming Concerts in the Courtyard event, the Thanksgiving food drive put on by the Police Department, the upcoming BioBlitz event, and an upcoming blood drive.

PRESENTATIONS

P1 Relating to Budget; presentation of first quarter results (July-September) for the Town's General Fund and other selected major funds for the 2022-2023 fiscal year (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis provided a PowerPoint presentation regarding the first quarter financial health of the Town's general fund and other selected major funds

for the 2022-2023 fiscal year. A copy of the PowerPoint presentation is on file with the Town Clerk's Office.

CONSENT AGENDA

C1 Resolution No. 2022-117: Relating to Personnel; Approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, Policy 3-4 "Payroll Procedures" and Policy 3-12 "Employee Disbursements," multiple policy revisions to Chapter 4 Employment Benefits and Leaves, revising Chapter 5 – Work Rules and Employee Discipline, Section 5-5-5 "Grounds for Disciplinary Action," and revising Chapter 7 Safety and Health, Policy 7-5 "Drug- and Alcohol-free Workplace" (Curry C. Hale)

C2 Resolution No. 2022-118: Relating to Water; approving and authorizing the Town Manager or Water Director to execute the Application for a Modification of Designation of Assured Water Supply (DWR No. 86-402254.0002), and to take all other action necessary to obtain the modification (Jing Luo)

C3 Approval of the Regular Council Meeting Summary Minutes of November 1, 2022 (David L. Udall)

Council Member Ziegler moved to approve the consent agenda. Vice Mayor Post seconded the motion. Motion passed, 7-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2022.016: Relating to Development; approving a rezoning of approximately 165 acres of land located east of Interstate 10, east and west of Adonis Road, and approximately 1.2 miles north of Tangerine Road from Zone E (Transportation Corridor) to R-4 (Residential), R-5 (Residential), and MR-1 (Multi-Family Residential) (Jason Angell)

Mayor Honea opened the public hearing at 6:28 PM.

Town Attorney Jane Fairall presented on this item. **Ms. Fairall** informed the Council that Town staff was still working with the developer and that the developer was requesting to continue public hearing to the January 17, 2023 Town Council meeting.

Mayor Honea closed the public hearing at 6:29 PM.

Vice Mayor Post moved to continue the public hearing for Ordinance No. 2022.016 to the January 17, 2022 Town Council meeting. Council Member Comerford seconded the motion. Motion passed, 7-0.

A2 PUBLIC HEARING: Ordinance No. 2022.025: Relating to Development; approving a modification to Marana Ordinance No. 2003.19, which rezoned approximately 40 acres of land located generally at the northeast corner of Sanders Road and Moore Road, to delete a provision of the ordinance that required the developer to install dual water lines (Jane Fairall)

Mayor Honea opened the public hearing at 6:31 PM.

Town Attorney Jane Fairall presented on this item. **Ms. Fairall** said this item involved a request to delete the condition of a 2003 rezoning ordinance requiring the installation of a non-potable water system. She explained that, pursuant to a 2013 intergovernmental agremeent with the Cortaro Marana Irrigation District (CMID), developers were required to provide non-potable water unless CMID determined it was economically unfeasible.

Ms. Fairall explained that both CMID and the Town had determined it was not economically feasible for the subdivision at issue to provide non-potable water, but the rezoning condition remained. Approval of this item would ensure there would not be a violation of the 2003 rezoning ordinance requirement.

Mayor Honea closed the public hearing at 6:32 PM.

Council Member Ziegler moved to adopt Ordinance No. 2022.025. Council Member Officer seconded the motion. Motion passed, 7-0.

A3 PUBLIC HEARING: Ordinance No. 2022.026: Relating to Development; adopting revisions to Title 17 "Land Development" of the Marana Town Code, including adding definitions for solar energy systems and energy storage to Section 17-1-6 (Definitions), adding zoning provisions for solar energy systems and energy storage to Chapter 17-4 "Zoning," revising Chapter 17-6 "General Development Regulations" to add new section 17-6-11 (Solar energy systems and energy storage facilities); and other various revisions to Title 17 of the Marana Town Code; and designating an effective date (Travis Lundell)

Resolution No. 2022-119: Relating to Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2022.026, revisions to Title

17 "Land Development" of the Marana Town Code, including adding definitions for solar energy systems and energy storage to Section 17-1-6 (Definitions), adding zoning provisions for solar energy systems and energy storage to Chapter 17-4 "Zoning," revising Chapter 17-6 "General Development Regulations" to add new Section 17-6-11 (Solar energy systems and energy storage facilities); and other various revisions to Title 17 of the Marana Town Code (Travis Lundell)

Mayor Honea opened the public hearing at 6:34 PM.

Planning Manger Steven Cheslak presented on this item. A copy of the PowerPoint presentation is on file with the Town Clerk's Office. **Mr. Cheslak** said the Town has received inquiries regarding the installation of large utility solar facilities and energy storage systems (battery energy storage systems, or BESS) and that the Town Code did not contain provisions specifically addressing development standards for these. He said the proposed standards in this item would revise the Town Code to address these land uses and provide standards for view sheds, among other things.

Council Member Comerford and **Council Member Ziegler** expressed concern regarding large-scale disposal of the batteries. **Mr. Cheslak** explained there are decommissioning and disposal requirements developers would be contractually obligated to follow.

Council Member Ziegler asked for clarification regarding who needed to approach the Arizona State Land Department for battery storage use requests, and **Mr. Cheslak** stated it would be the developers.

Council Member Kai commented on how the Tesla battery systems work.

Council Member Craig asked how the code provisions came about. **Mr. Cheslak** explained staff conducted research to develop the provisions and received stakeholder comments from power providers. **Town Manager Terry Rozema** informed the Council that staff looked to Coolidge, Arizona as part of developing the standards, which dealt with this issue extensively.

Erik Hawkins, Chief Operating Office and General Council of Trico Electric Cooperative, addressed the Council regarding the benefits of the battery systems. He said Trico's hope was to eventually develop these systems on a smaller, more localized scale within neighborhoods.

Mayor Honea commented on fire fighters who were killed trying to fight a battery related fire and asked if the batteries were safer now. **Mr. Hawkins** explained the batteries have newer technology to be safer in a fire and fire fighters are being trained on how to deal

with battery related fires. The batteries are now designed to melt down within the containment unit in the event of a fire.

Council Member Ziegler asked about the size and look of the battery systems. **Mr. Hawkins** provided an explanation of the size and said the photo in the slides provided a good representation of what they will look like. Please see the PowerPoint slides for more information. **Council Member Ziegler** asked how long a BESS project would take to construct. **Mr. Hawkins** said one was built during the pandemic in 14 months.

Mayor Honea said it was good to support projects creating clean power.

Mayor Honea closed the public hearing at 6:56 PM.

Council Member Kia moved to adopt Ordinance No. 2022.026 and Resolution No. 2022-119. Vice Mayor Post seconded the motion. Motion passed, 7-0.

A4 Relating to Mayor and Council; administration of the oath of office for Council Members Herb Kai, Jon Post, Patti Comerford, and John Officer (David L. Udall)

Town Clerk/Assistant Town Attorney David Udall administered the oath of office to the four elected Council Members and distributed to each a certificate of election.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Resolution No. 2022-120: Relating to Flood Control; endorsing the Pima County Regional Flood Control District Santa Cruz River Management Plan (Fausto Burruel)

Public Works Director Fausto Burruel introduced **Mr. Evan Canfield** with the Pima County Regional Flood Control District and **Mr. Kevin Payne** with Kimley Horn. A copy of the PowerPoint presentation is on file with the Town Clerk's Office.

Mr. Canfield introduced the purpose of the Santa Cruz River Management Plan, which was to develop a management strategy to balance flood risk management, drainage infrastructure protection, water recharge, recreation opportunities, public safety, and riparian habitat preservation for the river from Grant Road to Pinal County. He provided the following link to a webpage containing more information: http://www.pima.gov/santacruzriverplan/.

Mr. Canfield explained how the river was divided up into separate project areas and explained the several projects that were identified as part of the plan. He also showed a slide documenting stakeholder concerns that assisted in the selection of projects. **Mr.**

Payne explained there are 13 projects within the Marana Town limits and showed several maps while explaining these projects. **Mr. Canfield** explained the vegetation management plan, the implementation plan, and the schedule for the various projects.

Council Member Comerford, **Council Member Kai**, and **Mayor Honea** expressed concern regarding vegetation in the river and the risks it posed to bridges, etc. **Council Member Comerford** also expressed concern regarding homeless camps and the debris created that could cause damage when the river flows. **Mr. Canfield** explained it was a problem, and that the Flood Control District has worked with law enforcement to address it. **Council Member Ziegler** commented on Marana's response to homeless camps and asked where undercutting was occurring on the river. She also asked if the Town needed to provide funding for the projects. **Mr. Canfield** explained there was undercutting near the Quarry Pines development and on the Cortaro Farms side and explained mitigation efforts. He said he does not believe Marana is on the hook for funding currently, but said the District may look to share costs once recreation amenities are developed. He also said the District does not build bridges. **Vice Mayor Post** complemented their work. **Council Member Officer** commented there was a need to maintain what we have now before adding new things.

Vice Mayor Post moved to approve Resolution No. 2022-120. Council Member Officer seconded the motion. Motion passed, 7-0.

D2 Relating to Mayor and Council; selection of the Vice Mayor (David L. Udall)

Council Member Ziegler moved to appoint Jon Post to serve as Vice Mayor. Council Member Comerford seconded the motion. Motion passed, 7-0.

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).

Mayor Honea asked for future agenda items. There were no future agenda items.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Council Member Ziegler moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 7-0. Meeting adjourned at 7:38 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on November 15, 2022. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Second Floor Conference Center, November 22, 2022, at or after 11:00 AM

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

Vice Mayor Post called the meeting to order at 6:00 PM and directed the Town Clerk to call the roll. **Mayor Honea** was excused. All other Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Council Member Ziegler moved to approve the agenda as presented. Council Member Comerford seconded the motion. Motion passed, 6-0.

CONSENT AGENDA

C1 Resolution No. 2022-121: A resolution of the Mayor and Common Council of the Town of Marana, Arizona, approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Finance Authority of Arizona from its Drinking Water Revolving Fund Program; delegating the determination of certain matters relating thereto to the manager of the town; providing for the transfer of certain monies and making certain covenants and agreements with respect thereto; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement and this resolution and declaring an emergency (Jing Luo)

Council Member Ziegler moved to approve the consent agenda. Council Member Officer seconded the motion. Vice Mayor Post requested a roll call vote. In favor: Vice Mayor Post, Council Member Craig, Council Member Comerford, Council Member Kai, Council Member Officer, and Council Member Ziegler. Against: None. Motion passed, 6-0.

COUNCIL ACTION

A1 Resolution No. 2022-122: Relating to Elections; declaring and adopting the results of the Town of Marana general election held on November 8, 2022 (David L. Udall)

Town Clerk/Assistant Town Attorney David Udall informed the Council that the Town had received the official canvass of votes of the November 8, 2022 general election and that Resolution No. 2022-122 now incorporated the results of the official canvass.

Council Member Kai moved to approve Resolution No. 2022-122. Council Member Ziegler seconded the motion. Motion passed, 6-0.

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Water; presentation, discussion, and possible direction regarding the Town of Marana's one-megawatt allocation of Parker-Davis hydropower, drought preparedness plan, water conservation program, and water resources (Jing Luo)

Water Director Jing Luo and **Water Resources Coordinator Asia Philbin** presented on this item. A copy of the PowerPoint presentation is on file with the Town Clerk's Office. Also on file with the Town Clerk are the following three handouts provided at the meeting: a copy of Marana Resolution No. 2007-177, a document titled, "Draft Table 1.

Summary Drought Stage Response Measures," and a document titled, "Brief Summary of Conservation Incentive Programs by local providers and AMWUA cities and towns." **Dr. Luo** introduced and then began presenting on the following topics: hydropower, water resource acquisition, designated assured water supply (DAWS) modification, droughts preparedness plan revision, and the Town's water conservation program.

- **Hydropower Update**:
    - **Dr. Luo** showed a slide depicting the hydropower distribution process and explained that the Town has a one-megawatt (1MW) allocation of Parker-Davis hydropower.
    - Challenges (also see PowerPoint slide for a related bar graph):
        - Underutilization: the Town only uses approximately 50% of the 1MW.
        - High cost of scheduling services: the Town pays approximately $5,000 per month to Arizona Electric Power Cooperative (AEPCO) with a 3% annual escalation.
        - Past scheduling fee deferment – in which, the Town owed to AEPCO $216,000.
        - Accumulated loss over the last 13 years of $129,000.
    - Resolutions (also see PowerPoint slide for an image of a related letter):
        - In June 2022, AEPCO waived the deferment of $216,000 entirely.
        - Starting from September 2022, AEPCO/Trico Electric Cooperative (TRICO) stopped charging the $5,000 service fee.
        - Accumulated savings now of approximately $87,000 in place of an accumulated loss.
        - Moving forward, we will pay the TRICO rate for the power we use.
        - The 1MW of hydropower is still under the Town's contract until 2028, and the Town can decide how it wants to proceed thereafter.

Regarding the hydropower agreement, **Council Member Kai** asked if the Town would be responsible for any holding costs until 2028 and asked what TRICO's retail rate was. **Dr. Luo** said there would not beholding costs to her knowledge and **Ms. Philbin** explained the retail rate varies, but could be around 15 cents per kilowatt hour for the Town, depending on the use.

Council Member Ziegler asked if the Town was in a deficit and if the contract terminated in 2028. **Dr. Luo** confirmed the Town is no longer in a deficit and that the contract would terminate in 2028. **Council Member Ziegler** asked if the Town knew how much of the 1MW it would use between now and 2028. **Dr. Luo** said the Town would use the same

amount it currently uses, and **Deputy Town Manager Erik Montague** commented that it could change depending on how many wells come online and when the expansion of the reclamation facility comes online. **Council Member Ziegler** asked what the Town's options would be in 2028. **Town Attorney Jane Fairall** explained that the Town could renew the contract/apply for a reallocation if the Town wants to continue the relationship, or the Town could terminate the agreement without penalty. **Vice Mayor Post** asked what the Parker-Davis rate was. **Dr. Luo** said she would need to get back with the Council with the commercial and hydropower rate comparison.

Vice Mayor Post asked why the Town is the only entity not making any money on a hydropower contract, and asked if the Town had approached Tucson Electric Power (TEP). **Dr. Luo** said the Town has approached TEP and that TEP was not interested. **Ms. Fairall** explained that TEP did not want to deal with anything less than 1MW. **Vice Mayor Post** commented that he was glad the Town was keeping its allotment, but was surprised it could not make it work financially. **Mr. Montague** explained that if the Town had been able to use the full megawatt, there would have been significant savings. **Vice Mayor Post** asked if the Town cold lay off the portion of the megawatt the Town was not using, and said that is what other entities do so they only use what they need. He also expressed concern at the high cost of scheduling and asked why the Town is not expecting TRICO to do more. **Mr. Montague** explained that the scheduling was required by contract, but that it is now being waived.

Vice Mayor Post said the Town should negotiate a better deal because TRICO will profit well with the Town's current 1MW arrangement. He explained that the Cortaro Marana Irrigation District (CMID) has 3MWs, and that another entity pays CMID them for what they do not use. He said CMID also banks power with TEP, which can be withdrawn and used during high-usage times. He asked if this was the best deal the Town could get. **Council Member Kai** asked if the Town had engaged the services of a power attorney, and **Dr. Luo** said that **Michael Curtis** is the Town's outside power attorney.

Ms. Fairall explained that **Mr. Curtis** has been engaged throughout the process. She also explained that the starting point is with the contracts already in place with TRICO and AEPCO. She said the Town is currently negotiating from a position where it is required to pay the scheduling fees it agreed to pay and where it is required to pay back the deferred $216,000, and that the Town has come a long way to see a gain rather than a net loss. **Vice Mayor Post** said that makes sense. **Ms. Fairall** also explained that **Mr. Curtis** informed staff of the Town's options regarding the contracts and that the Town was restricted from laying off the megawatt. As a result, Town staff works with him on other options to optimize the current arraignment.

Council Member Ziegler asked how long we have been in this contractual relationship. **Mr. Fairall** said the Town has been in the contractual relationship since 2008, and that it was seen as a good deal at the time. She said if the Town had been able to use the full megawatt, it would have experienced savings. **Council Member Ziegler** asked if the Town could terminate the agreement early, and if so, what the penalties would be. **Dr. Luo** explained if that were the case, the Town would still need to pay the TRICO rate, but it would no longer have hydropower as an option.

Council Member Kai said he thinks the Town should ask **Mr. Curtis** to get more creative and see what he can do about the 1MW. He commented that the fee waivers received are good, but that the Town is still paying the full retail rate. **Vice Mayor Post** said the Town could renegotiate with all parties involved in 2028 and make a decision at that time. **Ms. Fairall** said that was one of the benefits of continuing the contractual relationship until 2028, especially since the Town is no longer losing money.

Council Member Comerford commented that the drought has an effect on all of this as well.

Dr. Luo continued with the presentation.

- **<u>Water Resource Acquisition Update</u>**:
    - Colorado River Water Shortage – 2023 Forecast Under IG and LBDCP.
        - 1050'<= Mead Elevation > 1045'.
        - Tier 2a shortage volume = 592 thousand-acre-feet of water (KAF).
            - 400 KAF per IG.
            - 192 KAF per LBDCP.
        - Pre-mitigation pool level impacts:
            - 100% reduction to Ag.
            - 100% reduction to NIA.
            - No reduction to Indian and M&I
    - Water Resource Acquisition Task Force Topics Schedule
        - **Dr. Luo** showed a table viewable in the PowerPoint slides and explained the makeup of the task force. She said that so far, the task force has developed an inventory of opportunities for water right acquisitions.
    - Other On-Going Water Resource Projects:

- Minimize the loss of effluent in the Santa Cruz River beyond the Trico Rd. gage, beyond which, the effluent currently flows into another active management area.
    - Getting a proposal from Dibble Engineering to evaluate the feasibility of effluent diversion at El Rio for other regional partners.
    - Coordinating with CMID/Cairo Engineering on potentially creation of long-term storage credits (LTSC).
    - Coordinating with Tucson, Bureau of Reclamation (BOR), and others.
- Explore Opportunity for Direct Potable Reuse (DPR)
    - Getting a proposal from Carollo Engineers for a feasibility study.

Council Member Kai asked if the Town has contacted the BOR regarding regarding the Santa Cruz River. **Dr. Luo** confirmed the Town has approached the BOR and is trying to schedule a meeting.

Dr. Luo continued with the presentation.

- **DAWS Modification Update**:
    - DAWS modification is on schedule.
        - May 26th, 2022: the Arizona Department of Water Resources (ADWR) recognized the Town's submitted application.
        - October 17, 2022: ADWR issued the first Notice of Deficiency (which was expected and is a normal part of the process).
        - November 8, 2022: deficiency review meeting with ADWR.
        - December 16, 2022: deadline for Marana's response to deficiency.
        - The Town is still on track to complete by May 2023.
        - **Dr. Luo** highlighted the image of the deficiency letter in the PowerPoint slide.
    - Key Response Items:
        - System Connectivity.
        - Demand/Population Projection.
        - Locations of Tucson Water Pumping.
    - **Dr. Luo** showed a with a graph depicting the historic groundwater level trends near the Marana Service Area and said the aquifer is fairly healthy.

Council Member Craig asked if the data points on the graph constituted different wells. **Dr. Luo** said they did, and explained the wells represent the Town's water service area.

Vice Mayor Post asked if staff has ever considered selling some of the Town's fringe water service areas to other companies. **Dr. Luo** said staff has not seriously considered it. **Vice Mayor Post** asked if staff has investigated having another water company come into Marana to serve new customers. **Dr. Luo** explained the Town has a wheeling agreement with Tucson Water, but otherwise staff has not considered bringing in anther water company. **Council Member Ziegler** said San Tan subcontracts water service there.

Dr. Luo said these ideas were something staff could consider, but the focus tonight was on the acquisition of additional water resources. She then continued with the presentation.

- Marana Water Resources Moving Forward:
  - Continue on the Water Resources Task Force and projects.

Council Member Craig asked if there were any leads yet on water acquisition opportunities for the Town. **Dr. Luo** said some opportunities to purchase water exist based on conversations held during the task force meetings, and that staff would present on the task force's findings in March.

Dr. Luo continued with the presentation.

- Continue on DAWS modification process with ADWR.
- Optimize the use of supplies.
  - Continue to store and recover Central Arizona Project (CAP) water and effluent (ongoing).
  - Continue to generate long-term storage credits (LTSC) and groundwater credits (ongoing).
  - Increased coordination with AWBA, CAP, CAGRD for water order (ongoing).
  - Execute AWBA agreement for self-recovery (completed).
- Conduct a New Rate Study in FY24.
- Brief Council and get Council input.
  - Prepare final drought preparedness plan for Council adoption.
  - Water conservation fee proposal.

Council Member Ziegler asked what company the Town is using for the rate study. **Dr. Luo** said the Town has been using Raftelis Financial Consultants, Inc.

Ms. Philbin continued with the presentation.

- **<u>Drought Preparedness Plan Revision Update and Discussion</u>**:
  - Best Practice and Regulatory Requirement
    - Arizona Drought Preparedness Plan (2004, 2007→ present)
      - ADWR is the responsible party with reliance on:
        - Drought Monitoring Technical Committee (MTC)
        - Governor's Drought Interagency Coordinating Group (ICG)
        - Local Drought Impact Groups (LDIGs)
        - Others (e.g. municipal water providers, such as the Town)
      - The Drought Preparedness Plan is meant to address:
        - Conditions of precipitation, streamflow, forest health and drought declarations or disaster designations.
        - Events with impacts exacerbated by drought, for example: wildfires and flooding.
        - State, community, and individual actions.
      - Set requirements for Community Water Systems and municipal water providers to develop a Drought Preparedness Plans (DPP).
  - Features of the Town's DPP (also see the PowerPoint slide for images of the Town's 2007 DPP and the new draft DPP):
    - Council Adoption of the DPP (Resolution No. 2007-177) (will be revised in the new DPP).
    - Stages of advancing drought (Four) (will remain the same in the new DPP).
    - Indicators for each stage (four) (will be revised in the new DPP to two indicators, one local and one regional).
    - Triggered indicators determine drought stage (two of four) (will be revised in the new DPP to be one of two).
    - Consistency with other providers (Water CASA) (will remain the same in the new DPP).
    - Voluntary measures → compulsory measures (Stage 1,2 → Stage 3,4) (will remain the same in the new DPP).

        - Compulsory measures are tied to the Town Code (14-7-4 Emergency Water Conservation) (will remain the same in the new DPP).
        - Drought management team involving multiple Town departments (will be new in the new DPP).
        - Process for declarations and communications (will be new in the new DPP).
    - **Ms. Philbin** showed a slide depicting drought conditions from 2000 – 2022 from the U.S. Drought Monitor, and said that in contrast with the Town's current DPP – which is focused on local drought indicators – the Town's new DPP would focus on both local and regional indicators. **Ms. Philbin** showed a slide with an image depicting the comparison of indicators, triggers, and stage assessment, and noted the first tier in the upper-right-hand column should be 1,075-1,050 instead of 1,090-1,075. Please see the PowerPoint slide for more information.
    - Drought Management Team (DMT):
        - Interdepartmental team led by the Water Department.
        - Involves staff with subject matter expertise.
            - Communications
            - Outreach
            - Development
            - Logistics
        - Town departments to demonstrate / lead by example.
    - **Ms. Philbin** showed slides outlining how the DMT would operate in the different drought stages, what the drought response measures (for the Town and for the public) would look like at various stages, and regarding the process of adopting a new DPP. Please see the PowerPoint slides for additional information.

Council Member Craig commented that the proposed DPP stage response measures did not include a requirement to get rid of ornamental grass. **Ms. Philbin** said the measures do include getting rid of ornamental fountains, but said it currently does not include a measure regarding ornamental grass. She said it could be considered and deferred to **Mr. Udall** regarding what options the relevant Town Code provisions allow the Council to utilize. **Mr. Udall** explained that the Town Code currently does not include a provision banning ornamental grass when a DPP is activated, but it is something that could be considered.

Council Member Kai recommended educating residents, particularly youth, on water conservation. **Council Member Ziegler** said parents should be focused on as well. **Vice**

Mayor Post expressed concern that the new DPP may negatively impact commercial water haulers that help those who have lost their wells due to drought. **Ms. Philbin** said that can be taken into account in defining and clarifying the measures.

Ms. Philbin continued with the presentation.

- **<u>Water Conservation Program Update and Discussion</u>**:
    - **Ms. Philbin** showed a slide depicting a flow chart of the Town's Conservation Program – Adaptive Management. Please see the PowerPoint slide for more information.
    - Conservation Program – Past (see slide for further images and information):
        - Water CASA of Southern Arizona
            - Helped the Town in the beginning to address system water loss, i.e. "lost and unaccounted for water."
            - Helped the Town establish its 2007 DPP (Resolution No. 2007-177, a copy of which was included as a handout at the meeting and is on file with the Town Clerk's Office).
            - Helped the Town develop BMPs (Basis for Annual Conservation Efforts Report).
        - Multiple factors lowered gallons per capita per day (GPCD) 1997-2022:
            - Active conservation programming.
            - EPA water sense/predominance of lower use appliances.
            - Economic downturn and great recession.
            - **Ms. Philbin** showed slide with a graph depicting the lowering. Please see the PowerPoint slide for more information.

Council Member Craig asked if the decrease was influenced by the increase in multi-family apartment housing. **Ms. Philbin** said that she believes it was conceptually, but staff has not looked at the data on it yet.

    - Conservation Program – Present:
        - Conditions:
            - ADWR Fifth Management Plan (5MP) – includes progressively more rigorous regulatory measures.
            - Colorado River: shortage + structural deficit reducing M&I supply to the Tucson Active Management Area (TAMA).

        - Accelerated growth – residential and non-residential construction.
        - Uncertainty and high cost for new supplies.
        - New grant opportunities.
    - Efforts:
        - Continuing past efforts (replacing Water CASA with in-house efforts).
        - Marana Water Festival.
        - Marana Citizens' Water Academy.
        - Eye on Water (customer portal).
        - Drought Preparedness Plan update.
        - **Ms. Philbin** also showed slides with photographs and relevant graphs.
- Conservation Program – Future:
    - Conditions (see slides for a flow chart and other relevant information):
        - Continued drought.
        - Continued growth.
        - Supply uncertainty.

Ms. Philbin said the Water Department is hoping to hire a conservation professional and **Council Member Ziegler** asked if it was within the Town's budget. **Ms. Philbin** confirmed that it was. **Council Member Craig** asked about changing the Town's building codes to require more water conservation for new construction, such as water recirculating pumps. **Ms. Philbin** said the Town could consider making changes to the Code. **Vice Mayor Post** commented that the Town needs to maintain Town-owned turf for recreation purposes and that it is in a position to maintain it responsibly with respect to water conservation. **Ms. Philbin** thanked the Council Members for their feedback.

Ms. Philbin continued with the presentation.

- Increased outreach and engagement:
    - Citizens' Water Academy (CWA).
    - Rebate Programs:
        - Instant water heaters.
        - Low flow toilets.
        - Rainwater harvesting.
    - Programs for HOAs / commercial, new construction.
    - Coordinate contracts and partnerships.

        - Evaluate effectiveness of current programs.
        - Research and implement additional programs.
    - Proposed Conservation Program – Annual Cost Estimate (see slides for tables relating to fee schedule change proposals):
        - Personnel: approximately $69,000.
        - Rebates: approximately $50,000.
        - Additional Elements: approximately $30,000.
            - Supplies for CWA, outreach events.
            - Subject matter expertise:
                - Contracts.
                - Partnerships.
                - Training and networking.
        - Total: approximately $150,000/year

Mr. Montague requested feedback between this special meeting and when staff returns with an action item regarding the new DPP. **Dr. Luo** also requested feedback on funding levels.

Dr. Luo recommended the Town take the following steps going forward:

- Continue working on water resources acquisition related projects.
- Finalize the new Drought Preparedness Plan for Council's adoption.
- Finalize the Water Conservation Program/fees for Council's adoption.

Council Member Comerford commented that the Town should not enact measures substantially different from the City of Tucson in order to maximize consistency and avoid confusion because many of Marana's citizens are Tucson Water customers. **Dr. Luo** said the Town strives to be in line with Tucson and other jurisdictions in the region.

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

Vice Mayor Post asked for a motion to adjourn the meeting.

Council Member Ziegler moved to adjourn the meeting. Council Member Kai seconded the motion. Motion passed, 6-0. Meeting adjourned at 7:36 PM.

CERTIFICATION

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

_____

David L. Udall, Town Clerk

DRAFT

Council-Regular Meeting **A1**

Meeting Date: 12/06/2022

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Wayne Barnett, Deputy Director Parks & Recreation

Date: December 6, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2022.027: Relating to Finance; amending the Town of Marana comprehensive fee schedule to reduce the Signature Event Vendor Fee - Non Food Vendor - Single; approving and authorizing a retroactive, partial waiver of the Signature Event Vendor Fee - Non Food Vendor - Single for the 2022 Fall Festival and the 2022 Holiday Festival signature events; and establishing an effective date (Wayne Barnett)

Discussion:

During the Town of Marana's annual review of fees last fiscal year, the Parks and Recreation Department reviewed and updated fees related to the Town's signature events. As a result of this review, it was determined that the "Signature Event Vendor Fee - Non Food Vendor - Single" fee should be increased from $100.00 to $125.00 per event. During this process, the fee for this category was inadvertently raised from $100.00 to $150.00. The new fees became effective at the beginning of fiscal year 2023.

Thus far during fiscal year 2023, all vendors in this category have been charged the intended fee of $125.00, rather than the approved fee of $150.00. This includes vendors who participated in the 2022 Fall Festival (22 vendors) and the 2022 Holiday Festival (28 vendors) signature events.

To correct the error, Town staff seeks Council approval to amend the "Signature Event Vendor Fee - Non Food Vendor - Single" fee from $150.00 to $125.00 in the

comprehensive fee schedule and to retroactively, partially waive $25.00 of the fee, from $150.00 to $125.00, for the 2022 Fall Festival and the 2022 Holiday Festival signature events. The $25.00 waiver will retroactively authorize the $125.00 fee already charged for the 2022 Fall Festival and 2022 Holiday Festival signature events and the proposed fee schedule amendment will allow the Parks and Recreation Department to continue to charge the intended fee of $125.00 for upcoming signature events in the Town.

Financial Impact:

These changes are estimated to reduce event-related revenues between $2,000 $3,000 for the fiscal year.

Staff Recommendation:

Staff recommends approval of this item.

Suggested Motion:

I move to adopt Ordinance No. 2022.027, amending the Town of Marana comprehensive fee schedule to reduce the Signature Event Vendor Fee - Non Food Vendor - Single; approving and authorizing a retroactive, partial waiver of the Signature Event Vendor Fee - Non Food Vendor - Single for the 2022 Fall Festival and the 2022 Holiday Festival signature events; and establishing an effective date.

Attachments

Ordinance No. 2022.027

MARANA ORDINANCE NO. 2022.027

RELATING TO FINANCE; AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE TO REDUCE THE SIGNATURE EVENT VENDOR FEE - NON FOOD VENDOR - SINGLE; APPROVING AND AUTHORIZING A RETROACTIVE, PARTIAL WAIVER OF THE SIGNATURE EVENT VENDOR FEE - NON FOOD VENDOR - SINGLE FOR THE 2022 FALL FESTIVAL AND THE 2022 HOLIDAY FESTIVAL SIGNATURE EVENTS; AND ESTABLISHING AN EFFECTIVE DATE

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

WHEREAS the Town Council, via Ordinance No. 2021.008, adopted an amended comprehensive fee schedule on May 18, 2021, which was made a public record by and attached as Exhibit A to Resolution No. 2021-071; and

WHEREAS from time to time the Town Council has adopted amendments to the comprehensive fee schedule, most recently on October 18, 2022, via Ordinance No. 2022.023; and

WHEREAS the comprehensive fee schedule includes a "Signature Event Vendor Fee - Non Food Vendor - Single", which is currently $150.00 per event (the "Approved Fee"); and

WHEREAS the Approved Fee was intended to be increased from $100.00 to $125.00 for fiscal year 2022-2023 ("FY23"), but was erroneously increased to $150.00 when the comprehensive fee schedule was amended on May 17, 2022 via Ordinance No. 2022.009; and

WHEREAS for both the 2022 Fall Festival and the 2022 Holiday Festival signature events, vendors were charged the intended fee of $125.00 instead of the Approved Fee of $150.00; and

WHEREAS to correct the error, Town staff seeks Council approval to amend the Approved Fee from $150.00 to $125.00 in the comprehensive fee schedule and to retroactively waive $25.00 of the Approved Fee for the 2022 Fall Festival and the 2022 Holiday Festival signature events; and

WHEREAS the Mayor and Council of the Town of Marana find that amending the fee schedule and partially waiving the Approved Fee, as set forth in this ordinance, are in the best interests of the Town and its residents.

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

SECTION 1. The Town of Marana comprehensive fee schedule adopted via Ordinance No. 2021.008, as previously amended, is hereby amended (with deletions shown with ~~strikeouts~~ and additions shown with double underlining) (only amendments to the fee schedule are shown; the remainder of the fee schedule is unchanged):

Fee/Description	Amount	Unit of Measure	Notes
COMMUNITY SERVICES: PARKS, RECREATION & SPECIAL EVENTS			
Signature Event Vendor Fee - Non Food Vendor - Single	~~$150.00~~ $125.00	Per Event	This fee is for a single booth. Includes electricity and waives cost for 10 day temporary business license.

SECTION 2. The Town Council hereby retroactively waives the collection of $25.00 of the Approved Fee for the 2022 Fall Festival and 2022 Holiday Festival signature events.

SECTION 3. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 4. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of the this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 6. This ordinance shall become effective on the 31st day after its adoption.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of December 2022.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **A2**

Meeting Date: 12/06/2022

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Jane Fairall, Town Attorney

Date: December 6, 2022

Strategic Plan Focus Area:
Healthy Lifestyles

Strategic Plan Focus Area Additional Info:
Provide a variety of recreational, artistic, and cultural opportunities along with a flourishing natural environment to support healthy and active lifestyles.
GOAL: OFFER A WIDE VARIETY OF RECREATIONAL PROGRAMS AND AMENITIES FOR RESIDENTS OF ALL AGES AND ABILITIES.
STRATEGY: Expand and enhance youth sports in the community

Subject: Resolution No. 2022-125: Relating to Development; amending the infrastructure improvements plan supporting development impact fees for parks and recreation facilities by shifting the anticipated development impact fee funding among certain projects and by reducing the cost provided for the Twin Peaks District Park Land Acquisition and Phase 1 Development project without changing the amount of the parks impact fees or the level of service; authorizing the transfer of up to $650,000 in budgeted expense authority from the Santa Cruz Shared Use Path at Cal Portland Project line item to the Gladden Farms Baseball Field Improvements line item within the impact fee fund (Jim Conroy)

Discussion:

The Town's infrastructure improvements plan for parks and recreation facilities (the "Parks IIP") identifies the projects and funding levels for parks and recreation facilities that are proposed to be funded with the Town's Parks and Recreation Facilities Development Impact Fee (the "P&R DIF"). The Town Council adopted the most recent Parks IIP on September 20, 2022.

The Gladden Farms Baseball Field Improvements, Town of Marana Project No. PK033, is included in the Parks IIP. This project involves the installation of field lights and the construction of other related improvements that will change the fields from daytime-only use fields to daytime and evening use fields. The improvements will enable the Town to significantly expand the hours of operation and the number of teams / individuals who can use and benefit from access to this facility. It will help the Parks and Recreation Department to maintain a consistent level of service related baseball / softball field availability. The Parks IIP proposes P&R DIF funding of $660,765.00 for the project; however revised engineer's estimates for the project indicate that it will likely require $1,200,000 in P&R DIF funding.

To make the additional P&R DIF funding available for Project PK033, Town staff proposes to shift $539,235.00 in funding from the Twin Peaks Park District Park - Land Acquisition and Phase 1 Development line item of the Parks IIP. The Twin Peaks District Park will be a new park as identified in the Town's Parks and Recreation 2020-2030 Master Plan.

After adoption of the Parks IIP, Town staff discovered that when added together, the development costs for each project listed in Figure 19 (Parks Capital Improvement Plan – January 1, 2023 to December 31, 2032) of the 2022 Parks IIP ("Figure 19") totaled $41,647,874.00, a sum that is $179,929.00 more than the projected total development cost of $41,467,945.00 listed in Figure 19. Staff has determined that this discrepancy was due to a simple math error, and has rectified it by removing an additional $179,929.00 from the Twin Peaks District Park line item.

With the shift in funding and the above correction of the math error, $16,695,888.00 in P&R DIF funding will remain available to the Twin Peaks District Park project.

The proposed resolution for this item includes a finding that the shift in funding will not change the amount of the fee or the level of service. The P&R DIF is proposed to remain at $2,529.63 per single family residence. Town staff believes the shift in funding to the Gladden Farms Baseball Field Improvements, will not reduce the level of service anticipated by the Parks IIP.

The proposed resolution will also authorize staff to transfer up to $650,000.00 in budgeted expense authority from the Santa Cruz Shared Use Path at Cal Portland Project (PK023) line item to the Gladden Farms Baseball Field Improvements Project (PK033) line item within the impact fee fund in the fiscal year 2022-2023 budget so that construction of the Gladden Farms Baseball Field Improvements can take place in this fiscal year.

Financial Impact:

Fiscal Year:	2023
Budgeted Y/N:	No
Amount:	$650,000

Funding (Park Impact Fees, Fund # 3016) for this change order will be transferred from the Santa Cruz Shared Use Path at Cal Portland Project (PK023) project to the Gladden Farms Baseball Field Improvements (PK033) Project. There is adequate funding available in the Santa Cruz Shared Use Path at Cal Portland Project (PK023) for FY2023 expenditures which is not anticipated to begin construction until May of 2023.

The $650,000 of budget authorization will be replenished to the Santa Cruz Shared Use Path at Cal Portland Project (PK023) in the FY2024 budget. This change order will be funded with Park Impact Fees, GL Account # 31651010-8015-PK023.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2022-125, amending the infrastructure improvements plan supporting development impact fees for parks and recreation facilities by shifting the anticipated development impact fee funding among those projects without changing the amount of the fee or the level of service.

Suggested Motion:

I move to adopt Resolution No. 2022-125, amending the infrastructure improvements plan supporting development impact fees for parks and recreation facilities and authorizing the transfer of up to $650,000 in budgeted expense authority from the Santa Cruz Shared Use Path at Cal Portland Project line item to the Gladden Farms Baseball Field Improvements line item within the impact fee fund.

Attachments

Resolution No. 2022-125

Parks IIP

MARANA RESOLUTION NO. 2022-125

RELATING TO DEVELOPMENT; AMENDING THE INFRASTRUCTURE IMPROVEMENTS PLAN SUPPORTING DEVELOPMENT IMPACT FEES FOR PARKS AND RECREATION FACILITIES BY SHIFTING THE ANTICIPATED DEVELOPMENT IMPACT FEE FUNDING AMONG CERTAIN PROJECTS AND BY REDUCING THE COST PROVIDED FOR THE TWIN PEAKS DISTRICT PARK LAND ACQUISITION AND PHASE 1 DEVELOPMENT PROJECT WITHOUT CHANGING THE AMOUNT OF THE PARKS IMPACT FEES OR THE LEVEL OF SERVICE; AUTHORIZING THE TRANSFER OF UP TO $650,000 IN BUDGETED EXPENSE AUTHORITY FROM THE SANTA CRUZ SHARED USE PATH AT CAL PORTLAND PROJECT LINE ITEM TO THE GLADDEN FARMS BASEBALL FIELD IMPROVEMENTS LINE ITEM WITHIN THE IMPACT FEE FUND

WHEREAS the Town is authorized by the Arizona municipal development impact fee enabling statute, A.R.S. § 9-463.05, to assess and collect development impact fees to offset costs to the Town associated with providing necessary public services to a development; and

WHEREAS the Town anticipates adopting an ordinance at its regularly scheduled Town Council meeting on December 20, 2022 to, among other things, revise development impact fees for parks and recreation facilities to conform to A.R.S. § 9-463.05; and

WHEREAS the parks and recreation facilities development impact fee anticipated to be adopted relies on the parks and recreation infrastructure improvement plan adopted by paragraph 3 of Marana Resolution No. 2022-100 dated September 20, 2022 (the "2022 Parks IIP"); and

WHEREAS the 2022 Parks IIP used an incremental expansion methodology, which allows the Town to adjust the projects on the capital plan to meet changing needs without having to also go through the process of re-calculating the fees or a master plan update (2022 Parks IIP, last bulleted paragraph on page 2-1); and

WHEREAS citizen demand for Town parks and recreation facilities and cost escalations make it prudent to shift the anticipated development impact fee funding among certain projects included in the 2022 Parks IIP; and

WHEREAS after adoption of the 2022 Parks IIP, Town staff discovered that when added together, the development costs for each project listed in Figure 19 (Parks Capital Improvement Plan – January 1, 2023 to December 31, 2032) of the 2022 Parks IIP ("Figure

19") totaled $41,647,874.00, a sum that is $179,929.00 more than the projected total development cost of $41,467,945.00 listed in Figure 19; and

WHEREAS the revisions to the 2022 Parks IIP supporting development impact fees for parks and recreation facilities will not result in any change in the amount of the parks and recreation development impact fee or the level of service provided to payers of the fee, and therefore fall within the authorization found at A.R.S. § 9-463.05(D)(10), allowing the revisions to be adopted upon 30 days' notice without a public hearing; and

WHEREAS notice of the proposed revisions to the parks and recreation infrastructure improvements plan was published in *The Daily Territorial* on November 4, 2022; and

WHEREAS on June 21, 2022, the Town Council adopted the fiscal year 2022-2023 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS staff requests to transfer up to $650,000 from the Santa Cruz Shared Use Path at Cal Portland Project line item to the Gladden Farms Baseball Field Improvements line item within the impact fee fund; and

WHEREAS reallocating amounts between two line items within the fiscal year 2022-2023 budget will not significantly impact the budget; and

WHEREAS the Town Council finds this resolution to be in the best interests of the Town and its citizens.

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

SECTION 1. Figure 19 (Parks Capital Improvement Plan – January 1, 2023 to December 31, 2032) of the 2022 Parks IIP is hereby amended as follows (with the "Original Allocation" being those set forth in the 2022 Parks IIP and the "Amended Allocation" being those set forth pursuant to this resolution):

Project	Original Allocation	Amended Allocation
El Rio Disc Golf Course	$288,334.00	$288,334.00
El Rio Recreation Area - Loop Access Parking Lot	$204,237.00	$204,237.00
Gladden Farms Baseball Field Improvements	$660,765.00	$1,200,000.00
Gladden Farms Lighted Soccer Fields	$286,636.00	$286,636.00
Tortolita Preserve Trailhead, Trails, and Fencing	$156,181.00	$156,181.00
Honea Heights Park - Phase 2 Improvements	$1,261,461.00	$1,261,461.00
Continental Ranch Park to Loop Extension	$420,487.00	$420,487.00
New Competition Swimming Pool (50 Meter)	$3,934,557.00	$3,934,557.00
Ora Mae Harn Park Facility Expansion	$1,784,066.00	$1,784,066.00
Saguaro Bloom Park - Phase 1	$1,600,375.00	$1,600,375.00
Saguaro Bloom Park - Phase 2	$4,805,566.00	$4,805,566.00
Gladden Farms Bike Park	$1,201,391.00	$1,201,391.00
Twin Peaks Park District Park - Land Acquisition and Phase 1 Development	$17,415,052.00	$16,695,888.00
Mandarina Community Park	$7,568,766.00	$7,568,766.00
Impact Fee Study	$60,000.00	$60,000.00
Total	**$41,467,945.00**	**$41,467,945.00**
Amount Funded by Parks Impact Fee	**$34,666,423.00**	**$34,666,423.00**
Amount Funded by Construction Sales Tax Credits	**$6,801,522.00**	**$6,801,522.00**

SECTION 2. The transfer of up to $650,000.00 in budgeted expense authority from the Santa Cruz Shared Use Path at Cal Portland Project (PK023) line item to the Gladden Farms Baseball Field Improvements Project (PK033) line item within the impact fee fund in the fiscal year 2022-2023 budget is hereby approved.

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 6th day of December, 2022.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

Town of Marana

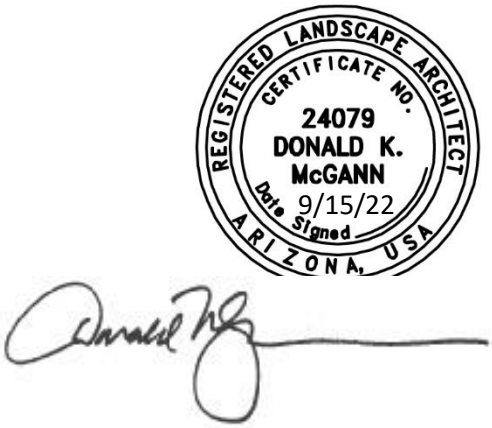
Impact Fee Study Update and Parks Infrastructure Improvement Plan

Public Report – FINAL

As approved by Marana Town Council September 20, 2022

Prepared by
Town of Marana Parks and Recreation Department
Town of Marana Engineering Division
McGann & Associates, Landscape Architects
September 20, 2022

Town of Marana



Impact Fee Study Update and Parks Infrastructure Improvement Plan

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Town of Marana Mayor and Council

Ed Honea – Mayor
Jon Post – Vice Mayor
Patti Comerford – Councilmember
Herb Kai – Councilmember
Roxanne Ziegler – Councilmember
John Officer – Councilmember
Jackie Craig – Councilmember

Key Staff

Terry Rozema – Town Manager
Fausto Burruel, P.E. – Public Works Director and Acting Town Engineer
Jane Fairall, Town Attorney
Jim Conroy, Director, Parks and Recreation Department
Wayne Barnett, Deputy Director, Parks and Recreation Department

Project Consultants (As subconsultant to Psomas)

McGann & Associates Inc.
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Town of Marana
Impact Fee Study Update and
Parks Infrastructure Improvement Plan

Part 1
Introduction and Methodology

Introduction:

In accordance with Arizona Revised Statute (ARS) §9-463.05 the Town of Marana assesses and collects Development Impact Fees to help pay for the construction of new parks and recreational facilities as needed to meet the increased demands placed on the municipal park system by new development.

As a precedent to the collection of Development Impact Fees, §9-463.05 requires that an Infrastructure Improvement Plan (IIP) be prepared to identify the required improvements. Per the subject statute, the IIP is defined as:

> *"…. a written plan that identifies each necessary public service or facility expansion that is proposed to be the subject of a development fee and otherwise complies with the requirements of this section and may be the municipality's capital improvements plan."*

Included in this document is the Town of Marana's updated Park Infrastructure Improvement Plan. This new IIP replaces the 2017 IIP which was adopted by Marana Resolution 2017-090 on September 19, 2017. This new plan includes fee schedules and a list of capital improvements that are projected to be constructed over the next ten years.

Methodology:

This Impact Fee Study Update employs an incremental expansion method that identifies the Town's existing level of service and projects the level of service assumptions over the next ten years as the community grows. The existing level of service for parks and recreation facilities is assigned a value based on the cost of replacement. The value of the parks and recreation system is adjusted to subtract outstanding debt on existing facilities, the balance collected, unspent impact fees, developer fee credits and the cost of the Impact Fee Study.

Demand for an expanded park system will be driven by both residential and non- residential development. The primary driver will be residential development. As new homes are built in the community, the residents that occupy these homes will use the various park resources available to them. The secondary driver will be new non-residential development. As offices, retail outlets, medical offices, and other non-residential facilities are constructed, these facilities will create jobs for individuals including those living outside of the Town. These employees will use Town Park facilities before or after work or during lunch-time breaks.

Based on the above, the service units for residential development will be Equivalent Dwelling Units (EDU's). The service unit for non-residential development will be 1,000 S.F. of Non-Residential Development.

The adjusted value of the existing parks and recreation facilities is then distributed across the existing level of community development to calculate a value of the existing parks system per service unit. The adjusted value of the existing parks and recreation facilities relative to current development is then projected onto new development using estimates for future development found in the Town's land use assumptions.

Using this methodology, the Town's existing level of parks and recreation service is maintained as the community grows and the expansion of parks and recreation facilities necessary to meet the demand of growth has a supplemental funding source in development impact fees.

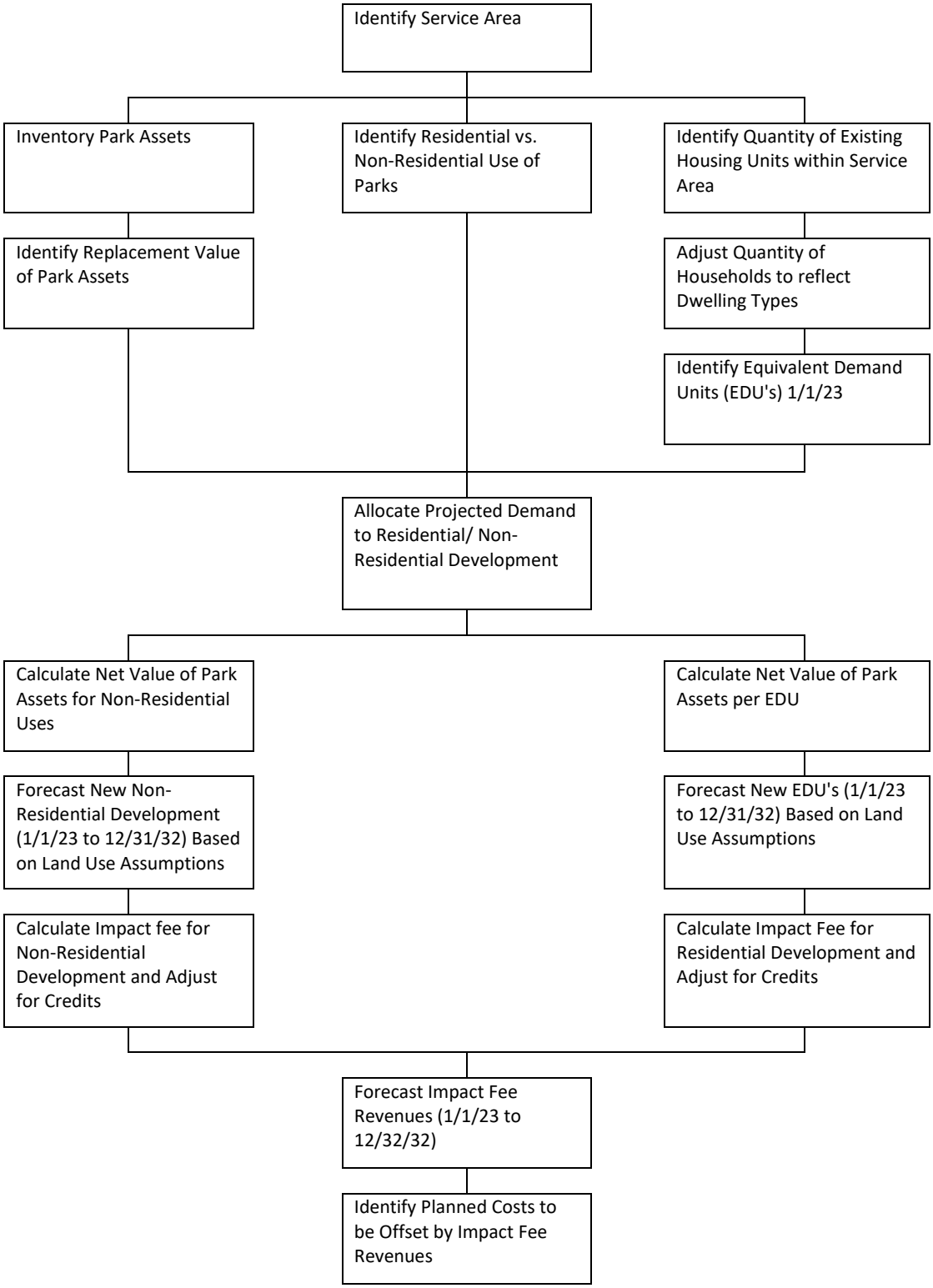
The advantages of using this incremental expansion method over other methods (e.g., a general standards based or plan-based method), include the following:

- The fee is based on the existing level of service provided by the Town instead of a national standard that fails to account for local jurisdictional variations.

- The incremental expansion method more accurately identifies the value of existing level of service compared to estimating a general cost per acre of developed parkland. Existing level of service is valued by assigning replacement costs to inventoried park assets.

- The incremental expansion method is flexible because the impact fee is based on existing level of service. Consequently, the Town may fine tune capital improvements identified in the IIP to meet changing community recreation needs. A standards-based approach based on the Parks and Recreation Master Plan would require an update to the Master Plan and a re-calculation of the impact fees to meet changing community needs.

Figure 1: Methodology Flow Chart



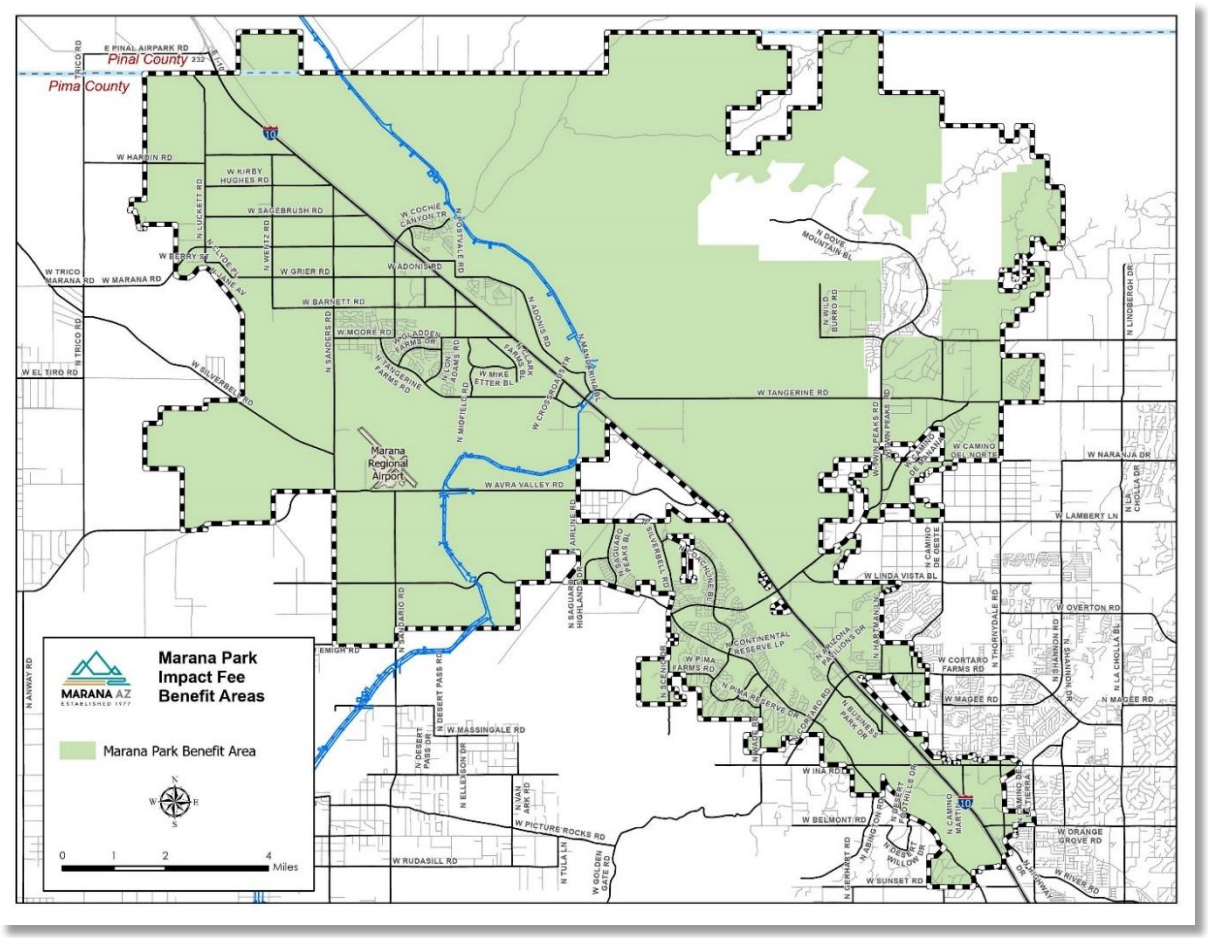
Service Area:

Service areas are defined in ARS §9-463.05 (T)9 as:

> *"… any specified area within the boundaries of a municipality in which development will be served by necessary public services or facility expansions and within which a substantial nexus exists between the necessary public services or facility expansions and the development being served as prescribed in the infrastructure improvements plan."*

For purposes of this Impact Fee Study Update, there is one service area identified for the Town of Marana. This service area is shown in Figure 2, below. The service area includes all areas within the jurisdictional boundaries of the Town with the exception of lands within the Dove Mountain Specific Plan boundary. The Dove Mountain area is excluded based on a Town approved Development Agreement. For the remainder of the Town, the most densely developed areas are where existing municipal parks and recreation facilities are located. These densely developed areas are served by the Town's existing parks and other recreation facilities. It is in areas of new development that park and recreation facility expansion is needed to meet the demands created by growth.

Figure 2: Service Area



Consequently, new facilities that expand the parks and recreation system will directly benefit residents in areas of new growth in keeping with the legislative requirements for collecting development impact fees. There is, however, a need for additional trails to serve the developed areas of Marana. Since the Town is committed to providing a uniform level of service across the entire town, a single service area will be used.

Inventory of Existing Parks:

Provided on the following pages is a chart that summarizes the assets associated with the Town of Marana's existing park system. It includes only improvement types that would be eligible for impact fee funding and excludes items not eligible based on ARS §9-463.05. Per ARS §9-463.05.A, development impact fees may be used:

> *"… to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing and professional services required for the preparation or revision of a development fee pursuant to this section, including the relevant portion of the infrastructure improvement plan."*

Per ARS §9-463.05.B and 9-463.05.T., development impact fees may not be used for:

> *"Construction, acquisition or expansion of public facilities or assets other than necessary public services or facility expansions identified in the infrastructure improvements plan."*
>
> *"Repair, operation or maintenance of existing or new necessary public services or facility expansions."*
>
> *"Upgrading, updating, expanding, correcting or replacing existing necessary public services to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards."*
>
> *"Upgrading, updating, expanding, correcting or replacing existing necessary public services to provide a higher level of service to existing development."*
>
> *"Administrative, maintenance or operating costs of the municipality."*
>
> *"… vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools."*

Replacement Value:

Replacement values as shown on the following chart are based on:

- Replacement values identified in the 2017 plan escalated to reflect inflation in construction costs through January 1, 2023.
- Recent park construction project bids for similar facilities.
- Published construction cost data reports.

Figure 3: Inventory Table - Existing Parks and Replacement Value	Continental Ranch Park	Continental Reserve park	Crossroads at Silverbell Park	El Rio Neighborhood Park	Gladden Farms Park	Honea Heights Park	Ora Mae Harn Park	Saguaro Bloom Park	San Lucas Park	Tangerine Sky Park	Wade McLean Park	Wild Burro Trailhead	Sanders Road Trailhead	North Coachline Boulevard Trailhead	Total Facility Units	Replacement Value Per Unit	**Total Replacement Valve**
Acres (Total)	11.9	9.23	48.27	1.3	25.7	1.0	34.72	22.0	13.49	17.98	4.23	2.0	0.8	1.5	194.12		
Acres (Eligible)	11.9	9.23	30.0	1.3	25.7	1.0	30.0	22.0	13.49	17.98	4.24	2.0	0.8	1.5	171.14		
Real Property																	
Real Property - Eligible Park Sites	11.9	9.23	30.00	1.3	25.7	1	30.0	22.0	13.49	17.98	4.23	2.0	0.8	1.5	171.14	$30,000.00	$5,134,200.00
Buildings and Structures:																	
Community Center - Allowable Portion (SF)							3,000	1							3,000	$450.00	$1,350,000.00
Restroom Buildings	1	1	3		3		3		1	1	1	1			16	$165,000.00	$2,640,000.00
Concessions	1	1	1				1				1				5	$235,000.00	$1,175,000.00
Operations and Maintenance Building			1						1						2	$470,000.00	$940,000.00
Storage Building	1	1													2	$180,000.00	$360,000.00
Group Ramada (+/- 30' x 60' - Site Built or Pre-Eng.))			1				1			1					3	$130,000.00	$390,000.00
Picnic Ramada - (+/- 30' x 30' - Site Built or Pre-Eng.)		1	5		1	1	1	1	2	2	1			1	16	$85,000.00	$1,360,000.00
Picnic Ramada - Small - (Pre-Engineered)	4			1		1	6		2	2	1	1	1		17	$15,000.00	$255,000.00
Fields:																	
Multi-Sport Rectangular Fields with Lights			2		2		1								5	$400,000.00	$2,000,000.00
Multi-Sport Rectangular Fields w/o Lights									2		1				3	$150,000.00	$450,000.00
Slow Pitch Softball Fields with Lights			1				1								2	$560,000.00	$1,120,000.00
Fast Pitch Softball Fields with Lights			2				4								6	$355,000.00	$2,130,000.00
Fast Pitch Softball Fields w/o Lights	4	2									1				9	$200,000.00	$1,800,000.00
Courts:																	
Basketball Courts - with Lights	2	1	2				1		1	1					8	$150,000.00	$1,200,000.00
Basketball Courts - w/o Lights				.5		.5		1							2	$70,000.00	$140,000.00
Tennis Courts - with Lights	2	1	1				1								5	$150,000.00	$750,000.00
Tennis Courts - w/o Lights								1							1	$95,000.00	$95,000.00
Pickleball Courts - with Lights							3								3	$65,000.00	$195,000.00
Pickleball Courts - w/o Lights															0	$40,000.00	$0.00
Sand Volleyball Courts - with Lights			2						1						3	$36,000.00	$108,000.00
Sand Volleyball Courts - w/o Lights								1							1	$17,000.00	$17,000.00
Playgrounds and Play Structures:																	
Play Structures / Surfacing (2-5 Year)	1	1	2	1	1		2	1	1	1					11	$165,000.00	$1,815,000.00
Play Structures / Surfacing (5-12 Year)	1	1	1		1	1	1	1	1	1					9	$125,000.00	$1,125,000.00
Swings / Surfacing		1	1	1	1	1	1	1	1	1					9	$50,000.00	$450,000.00
Zip Line										1					1	$80,000.00	$80,000.00
Fabric Shade Canopies	2			1	2	1	8	2	2	1					19	$30,000.00	$570,000.00
Special Use Facilities:																	
Off-Leash Dog Park			1				1	1	1	1					5	$250,000.00	$1,250,000.00
Skate / Wheel Park	1														1	$1,200,000.00	$1,200,000.00
Aquatic Facilities:																	
Swimming Pool							1								1	$5,000,000.00	$5,000,000.00
Splash Pad			1		1										2	$500,000.00	$1,000,000.00

Figure 3: (Continued) Inventory Table - Existing Parks and Replacement Value	Continental Ranch Park	Continental Reserve park	Crossroads at Silverbell Park	El Rio Neighborhood Park	Gladden Farms Park	Honea Heights Park	Ora Mae Harn Park	Saguaro Bloom Park	San Lucas Park	Tangerine Sky Park	Wade McLean Park	Wild Burro Trailhead	Sanders Road Trailhead	North Coachline Blvd. Trailhead	Total Facility Units	Replacement Value Per Unit	**Total Replacement Value**
Miscellaneous Public Use Facilities:																	
Horseshoe Pits	2		2				1								5	$3,000.00	$15,000.00
Benches	10	6	7	1	15		22	10	12	8	4	1		2	98	$750.00	$73,500.00
Picnic Tables	8	10	32	1	14	7	39	4	6	13		1		2	137	$1,450.00	$191,800.00
Barbecue Grills	2	4	8		3	2	9		5	6				1	40	$600.00	$24,000.00
Bleachers	8	2	6		2	1	5				2				26	$3,000.00	$78,000.00
Exercise Stations - Fitness Area		1					10		6						17	$1,500.00	$25,500.00
Trash Receptacles	14	8	43	3	9	4	52	10	10	10	2			1	166	$300.00	$49,800.00
Drinking Fountains	7	4	8	1	3	3	8		3	1	1			1	40	$3,500.00	$140,000.00
Bicycle Racks	1	1	1	1	3	1	1	1	1	1					12	$800.00	$9,600.00
Supporting Infrastructure:																	
Park Access / Circulation Drives (LF)	1,500	430	3,000	107	3,160	400	2,200	1,100	950	1,300				330	14,477	$85.00	$1,230,545.00
Paved Parking Spaces (EA)	133	59	305	9	231	12	202	67	51	60		79	1	27	1,1,243	$1,250.00	$1,553,750.00
Electrical Service - Average (Acre)															171.14	$11,000.00	$1,882,540.00
Potable Water Service - Average (Acre)															171.14	$2,000.00	$342,280.00
Sanitary Sewer System - Private / On-Site (Acre)															171.14	$2,500.00	$427,850.00
Fencing (Acre)															171.14	$7,350.00	$1,257,879.00
Signage (Acre)															171.14	$3,000.00	$513,420.00
Parking Lot and Security Lighting (Acre)															171.14	$14,000.00	$2,395,960.00
Irrigation Booster Pumps		1	1		1				1						4	$10,000.00	$40,000.00
Landscape and Irrigation:																	
Landscape - Turf Areas Other than Fields (Acres)	2.7	1.9	2.34	.32	1.21	.02	9.96	.77	2.68	.97	1.5				24.37	$30,000.00	$731,100.00
Landscape - Trees (EA)	75	40	407	15	239	15	110	25	72	50	24			20	1,092	$300.00	$327,600.00
Turf Irrigation System - Other than Fields (SF)	2.7	1.9	2.34	.32	1.21	.02	9.96	.77	2.68	.97	1.5				24.37	$22,000.00	$536,140.00
Drip Irrigation System (Acres)															171.14	$3,500.00	$598,990.00
Automated Irrigation Control System - Med - Large	1	1	1		1		1	1	1	1				1	9	$7,500.00	$67,500.00
Automated Irrigation Control System - Small				1		1					1			1	4	$2,500.00	$10,000.00
Hardscape / Pedestrian Paving:																	
Accessible Walkways - Concrete (LF)	3,300	1,100	6,500		2,770	520	5,300	2,050	960	2,400				220	25,120	$48,00	$1,205,760.00
HC Ramps	2	2	3		6	1	3	6	2	2				1	28	$900.00	$25,200.00
Pathways and Trails:																	
Loop Shared-Use Pathways															18.22	$400,000.00	$7,288,000.00
Loop Road / Highway Underpasses															3	$300,000.00	$900,000.00
In-Park Shared-Use Pathways - Asphalt (LF)		450	6.850	500	2,600				3,200	3,150					9,900	$15.00	$148,500.00
In-Park Decomposed Granite Pathways (LF)								2,700							2,700	$4.00	$10,800.00
Single Track Trails (Miles)															45.6	$93,500.00	$4,263,600.00
																Total	**$57,329,614.00**

Allocation of Asset Value:

ARS §9-463.05(B)13 provides:

> *If development fees are assessed by a municipality, the fees shall be assessed against commercial, residential and industrial development…*

In-as-much as residential and non-residential development will impact the need for additional parks, it is necessary to allocate asset value to each so that a proportionate share can be assessed to each type of development. This allocation is based on Residential Hours and Non-Resident (Inflow Commuter) Hours each year. The Inflow Commuter Hours are hours non-residents will spend at jobs within the Town.

According to U.S. Census Bureau web application OnTheMap (2019 US Census), there are 10,640 Inflow Commuters working within the Town of Marana. The 2019 Census also identifies the resident population of Marana to be 49,030. Based on this data, the allocation of asset value is calculated as follows:

Figure 4: Cost Allocation

		Hour Allocation			**Cost Allocation**	
Marana Residents (2019 Census)	Inflow Commuters (2019 Census)	Residential Hours (*)	Non-Residential Hours (**)	Total Hours	Residential	Non-Residential
49,030	10,064	429,502,800	16,102,400	445,605,200	96%	4%

(*) Residential Hours / Year: 8,760 (24 Hours / Day x 365 Days)
(**) Non-Residential Hours / Year: 1,600 (50 Weeks / Year x 4 Days per Week x 8 Hours / Day)

Based on the total park asset value of $57,329,614.00 (See Section 4) and the cost allocation noted above, the asset value allocated to residential and non-residential land uses is as follows:

Figure 5: Asset Value by Land use Type

Land Use Type	**Total Asset Value**	**Cost Allocation (%)**	**Asset Value**
Residential	$57,329,614.00	96%	$55,036,429.
Non-Residential	$57,329,614.00	4%	$2,293,185.

Part 2
Impact Fee Calculation for Residential Development

Town of Marana

Service Units - Residential:

ARS §9-463.05 requires that service units be defined in an impact fee study and used as the basis for impact fee collection. This Impact Fee Study uses an Equivalent Demand Unit (EDU) as the service unit for the park impact fee for residential uses.

To calculate an EDU, housing unit types are weighted in relation to single-family detached housing. The weight of each housing type reflects a park service multiplier derived from the average household size for each housing type based on United States Census Bureau statistics. The average household size for a single-family detached housing unit is 2.7 while the average household size of a multi-family/single-family attached housing unit is 1.8. The park service multiplier for a single-family detached residence is therefore 1.0 while the park service multiplier for a multi-family/single-family attached dwelling unit is 0.67. The sum of these weighted dwelling units by housing type results in total EDUs for the Town.

Unlike impact fee studies for parks improvements, impact fee studies for transportation infrastructure expansion often use land use categories that are identified through analysis of vehicle usage and trip data that is available locally and is part of published transportation planning literature. Because there is no data on visits to existing parks, the Impact Fee Study for Parks and Recreation Facilities makes use of the differentiation between single-family and multi-family residential units and their average household sizes to fine tune the definition of service units for the purpose of establishing a park impact fee.

Figure 6: Service Units as Equivalent Demand Units

Housing Type	Average Household Size (Persons)	Equivalent Demand Units
Single Family Detached	2.7 (*)	1.00
Multi-Family / Single Family Attached	1.8 (*)	0.67

(*) Reference: U.S. Census Bureau

Figure 7: Total Quantity of Existing Equivalent Demand Units (EDU's) - January 1, 2023:

Housing Type	Dwelling Units (January 1, 2023)	Multiplier	Service Units (EDU's) (January 1, 2023)
Single Family Detached	16,679	1.00	16,679
Multi-Family / Attached	2,220	0.67	1,487
		Total - January 1, 2023	**18,166**

Necessary Public Services - Existing:

As required in ARS §9-463.05(E)1, an IIP must include:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

In addition, ARS §9-463.05(E)2 requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

In response to the required analysis of existing, necessary public park services, an inventory of parks and recreation assets throughout the Town of Marana has been compiled. (See Section 4 of this document). The inventory was based on data provided by the Town of Marana Parks and Recreation Department and lists existing park amenities by facility (site) with an identified replacement cost. The inventory excludes park acreage beyond the 30-acre limit referenced in ARS §9463.05(T)7(g).

The existing level of service provided by the Town's current parks and recreation facilities is quantified by distributing the value of the existing parks and recreation facilities over the total number of existing EDUs in the Town. The existing number of EDUs is described in Figure 5. Figure 3 describes the total value of existing parks and recreation infrastructure. The existing level of service provided by the Town of Marana's park infrastructure is quantified by dividing the total value of the existing infrastructure (See Section 4) by the existing number of EDUs (Figure 5).

Figure 8: Existing Park Value by Equivalent Demand Unit

	Credits	Offsets	Total
Total Replacement Value *	$55,036,429.00		
Impact Fee Account Balance	$150.00		
Outstanding Impact Fee Credits		$0.00	
Outstanding Park Debt		$0.00	
Subtotal	$55,036,279.00		
Adjusted Existing Park Value			$55,036,279.00
Divided by EDU			18,166
Net Value per EDU			$3,029.63

(* As allocated to residential development)

Projected Service Units for New Development:

ARS §9-463.05(E)5 requires and IIP to include:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

The Town of Marana has developed Land Use Assumptions that estimate the number of new dwelling units expected over the next ten years. Figure 9 presents the existing and future dwelling units in the 10-year window based on the Town's Land Use Assumptions. The final result is the number of new EDUs expected over the next ten years.

Figure 9: Park Equivalent Demand Units (January 1, 2023 to December 31, 2032)

Housing Type	**Dwelling Units (1/1/23)**	**Park Service Unit Multiplier**	**Service Units - EDU's (1/1/23)**
Single Family Detached	16,679	1.00	16,679
Multi-Family / Single Family Attached	2,220	0.67	1,487
Total EDU's - (1/1/23)			18,166
Housing Type	**Dwelling Units (12/31/32)**	**Park Service Unit Multiplier**	**Service Units - EDU's (12/31/32)**
Single Family Detached	28,361	1.00	28,361
Multi-Family / Single Family Attached	4,480	0.67	3,002
Total EDU's - (12/31/32)			31,363
New EDU's (1/1/23 to 13/31/32)			**13,197**

Projected Park Impact Fee Revenue (January 1, 2023 to December 31, 2032):

ARS §9-463.05(E)6 requires an IIP to include:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

Figure 10 calculates the total expected revenue from impact fees collected between January 1, 2023 and December 31, 2032 based on the estimated number of new EDUs (Figure 9) and updated impact fee. The total projected revenue does not include development credits.

Figure 10: Projected Park Impact Fee Revenue - (1/1/23 to 12/31/23) (Before Credits)

Service Area	New EDU's	Impact Fee / EDU (Before Credits)	Projected Revenue 1/1/23 to 12/31/32 (Before Credits)
Town-wide	13,197	$3,029.63	$39,982,027.11

ARS §9-463.05(E)7 requires an IIP to include:

> *"A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section."*

The Town of Marana collects no property tax to include in revenue forecasts. However, the Town does collect a 4% construction sales tax and also receives revenue from the state related to gas taxes. It is recommended that **Five Hundred Dollars ($500.00)** of the sales tax be credited on a per EDU basis, resulting in a fee of **Two Thousand Five-Hundred and Twenty-Nine Dollars and Sixty-Three cents ($2,529.63) per EDU**. Figure 11 calculates the projected revenue and percent of planned costs covered by this revenue forecast. The remainder of the sales tax credit would be credited against the yet-to-be-calculated Street Facilities fee.

It is recommended that the credits associated with HURF/VLT be applied fully to the street facilities fee. If approved, no additional credits would be applied to the Parks and Recreational Facilities fee.

Figure 11: Projected Park Impact Fee Revenue - January 1, 2023 to December 31, 2032 (After Credits):

Service Area	New EDU's	Impact Fee / EDU (Less the $500.00 Credit)	Projected Revenue (1/1/23 to 12/31/32)
Town-wide	13,197	$2,529.63	$33,383,527.00

In summary, the Impact Fee Update and Infrastructure Improvement Plan will result in a final calculation of the Impact Fee per EDU of **Two Thousand Five-Hundred and Twenty-Nine Dollars and Sixty-Three Cents ($2,529.63).**

Part 3
Impact Fee Calculation for Non-Residential Development

Service Units – Non-Residential Development:

ARS §9-463.05 requires that service units be defined in an impact fee study and used as the basis for impact fee collection. This Impact Fee Study uses Jobs per 1,000 S.F. as the service unit for non-residential development.

There are several categories of non-residential development, and each will result in a different quantity of jobs per square foot of development. These categories, and the quantity of jobs that will be created per 1,000 square foot of new development, are identified in the Land Use Assumptions (Table 4) and are summarized below.

Figure 12: Jobs per 1,000 S.F. – Non-Residential Land Uses

Non-Residential Land Use Category	S.F. per Job	Jobs per 1,000 S.F. of New Non-Residential Development
Retail	600	1.67
High Traffic Retail	200	5.00
Office	400	2.50
Industrial	500	2.00
Hotel	1,800	0.56
Medical	500	2.00

The Land Use Assumptions (Table 5) also include projections of the quantity of jobs that will be created by new non-residential development. These projections are summarized below:

Figure 13: New Job Projections (January 1, 2023 to December 31, 2032)

Non-Residential Land Use Category	New Jobs (From Land Use Assumptions)
Retail	2,327
High Traffic Retail	2,212
Office	370
Industrial	2,993
Hotel	-
Medical	682
Total New Jobs	**8,584**

Park Impact Fee – Non-Residential Development:

The park expansion and development costs allocated to non-residential development equals 4% of the cost of required improvements or $1,665,918.00. (4% x $41,647,945, the value of required improvement needed to maintain the current level of service). This cost will be borne by the 8,584 new jobs that will be created within the town, resulting in a fee of $194.00 per job.

Figure 14: Non-Residential Impact Fees per Job (Without Development Classification)

Total Cost Allocated to Non-Residential Development	Projected Quantity of New Jobs (1/1/23 to 12/31/32)	Non-Residential Impact Fee per Job
$1,665,918.00	8,584	$194.00

To properly assess this fee, the quantity of jobs must be related to square feet of new development. Figure 15 below summarizes this calculation.

Figure 15: Non-Residential Impact Fees per 1,000 S.F. of Development (Before Credits)

Non-Residential Land Use Category	Jobs per 1,000 S.F. of new Development	Impact Fee per Job	Impact Fee per 1,000 SF of New Non-Residential Development
Retail	1.67	$194.00	$324.00
High Traffic Retail	5.00	$194.00	$970.00
Office	2.50	$194.00	$485.00
Industrial	2.00	$194.00	$388.00
Hotel	0.56	$194.00	$109.0
Medical	2.00	$194.00	$388.00

As noted in Section 9 of this report, the Town collects a 4% construction sales tax with these revenues contributing to park expansion and development. It is recommended that **One Hundred Dollars ($100.00)** of the sales tax revenue be credited on a per 1,000 S.F. of new non-residential development basis. With this credit, the adjusted impact fees, by development type, are identified below.

Figure 16: Non-Residential Impact Fees Per 1,000 S.F. of Development (After Credits)

Non-Residential Land Use Category	Impact Fee per 1,000 S.F. of New Non-Residential Development Prior to $100.00 Adjustment	**Proposed Impact Fee per 1,000 S.F. of New Non-Residential Development**
Retail	$324.00	**$224.00**
High Traffic Retail	$970.00	**$870.00**
Office	$485.00	**$385.00**
Industrial	$388.00	**$288.00**
Hotel	$109.0	**$9.00**
Medical	$388.00	**$288.00**

Projected Park Impact Fee – Non-Residential Development:

The projected revenues to be collected from non-residential development fees for the period between 1/2/23 and 12/32/32 are summarized below.

Figure 17: Projected Impact Fee Revenues – Non-Residential Development

Non-Residential Land Use Category	New Jobs	Jobs per 1,000 S.F.	Development Scope (1,000 S.F.)	Fee per 1,000 S.F.	Projected Revenue
Retail	2,327	1.67	1,393	$224.00	$312,032.00
High Traffic Retail	2,212	5.00	442	$870.00	$384,540.00
Office	370	2.50	148	$385.00	$56,980.00
Industrial	2,993	2.00	1,497	$288.00	$431,136.00
Hotel	-	0.56	0.00	$9.0	$0.00
Medical	682	2.00	341	$288.00	$98,208.00
Total Projected Revenue – Non-Residential Development					**$1,282,896.00**

Part 4
Parks Capital Improvement Program

Projected Park Impact Fee – Residential and Non-Residential Development:

The combined revenues projected to be collected from both residential and non-residential development fees for the period between 1/2/23 and 12/32/32 are summarized below.

Figure 18: Projected Impact fee Revenues – Residential and Non-Residential Development

Projected Revenues – Residential Development	$33,383,527.00
Projected Revenues – Non-Residential Development	$1,282,896.00
Total Revenues (1/1/23 to 12/31/32)	$34,666,423.00

Necessary Public Services - New Development:

ARS §9-463.05(E)3 requires:

> *"A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

In response to the statutory mandate for a description of parks and recreation facility expansion projects required to meet the demand of new growth, the Town of Marana has developed the Ten-Year Capital Improvement Plan for park facilities. This plan is summarized in Figure 19 below. Impact fees that are collected between January 1, 2023 and December 31, 2032 will be directed to the capital improvements identified in Figure 19 with the understanding that A.R.S. §9-463.05 allows that:

> *"…a municipality may amend an infrastructure improvements plan adopted pursuant to this section without a public hearing if the amendment addresses only elements of necessary public services in the existing infrastructure improvements plan and the changes to the plan will not, individually or cumulatively with other amendments adopted pursuant to this subsection, increase the level of service in the service area or cause a development fee increase…".*

Figure 19 - Parks Capital Improvement Plan - January 1, 2023 to December 31, 2032:

Project	Development Cost
El Rio Disc Golf Course	$288,334.00
El Rio Recreation Area - Loop Access Parking Lot	$204,237.00
Gladden Farms Baseball Field Improvements	$660,765.00
Gladden Farms Lighted Soccer Fields	$286,636.00
Tortolita Preserve Trailhead, Trails, and Fencing	$156,181.00
Honea Heights Park - Phase 2 Improvements	$1,261,461.00
Continental Ranch Park to Loop Extension	$420,487.00
New Competition Swimming Pool (50 Meter)	$3,934,557.00
Ora Mae Harn Park Facility Expansion	$1,784,066.00
Saguaro Bloom Park - Phase 1	$1,600,375.00
Saguaro Bloom Park - Phase 2	$4,805,566.00
Gladden Farms Bike Park	$1,201,391.00
Twin Peaks Park District Park - Land Acquisition and Phase 1 Development	$17,415,052.00
Mandarina Community Park	$7,568,766.00
Impact Fee Study	$60,000.00
Total	**$41,467,945.00**
Amount Funded by Parks Impact Fee	**$34,666,423.00**
Amount Funded by Construction Sales Tax Credits	**$6,801,522.00**

Additional Information related to these projects is provided below.

El Rio Disc Golf Course:

This project involves the construction of an 18-hole disc golf course. The course will provide a safe and appropriate location where this activity can occur. It will allow disc golf activities to be moved from other community parks, where it occurs on an informal basis, to this new location. The course will have the capacity to serve both existing users and new / future residents who engage in this recreational activity enabling the Parks and Recreation Department to maintain a consistent level of service.

El Rio Recreation Area – Loop Access Parking Lot:

The El Rio Recreation Area is a district or zone within the Town's Park system that includes (or will include) the El Rio Neighborhood Park, the El Rio Disc Golf Course, and portions of the Loop shared-use pathway. As the community's population grows, there will be increased demand for access to these facilities and other recreational facilities that can be accessed via the Loop. The proposed parking lot will allow the Town to continue to provide safe and legal access to these facilities consistent with the increased demand resulting from anticipated population growth.

Gladden Farms Baseball Field Improvements:

This project involves the installation of field lights and the construction of other related improvements that will change the fields from daytime-only use fields to daytime and evening use fields. The improvements will enable the Town to significantly expand the hours of operation and the number of teams / individuals who can use and benefit from access to this facility. It will help the Parks and Recreation Department to maintain a consistent level of service related baseball / softball field availability.

Gladden Farms Park New Lighted Soccer Fields:

The scope of the project includes the construction of two new natural turf, multi-sport / soccer fields within the existing boundaries of Gladden Farms Park. Improvements will include the fields, field lights to expand the potential hours of operation, and the parking area / restrooms required for public use. The project will increase the quantity of fields available to the community in response the anticipated increase in population and assist the Parks and Recreation Department in their efforts to maintain a consistent level of service related to multi-sport field availability.

Tortolita Preserve Trailhead, Trails, and Fencing:

As the population of the Town grows, there has been a steady increase in the number of residents using the Tortolita Preserve. The proposed Tortolita Preserve trailhead development and trail expansion project will enhance access, extend the length of the trail system, maintain site security, and allow additional residents to use this facility consistent with the increased demand resulting from population growth.

Honea Heights Park – Phase 2 Improvements:

The Honea Heights Park Phase 2 development project will include the construction of two new lighted multi-sport / soccer fields and supporting site improvements. The project will increase the quantity of fields available to the community in response the anticipated increase in population allowing the Parks and Recreation Department to maintain a consistent level of service.

Continental Ranch Park to Loop Connection:

The scope of this project consists of the construction of an accessible shared-use pathway that will connect the Continental Ranch Community Park with the Loop shared-use pathway system. As the community's population grows and the extent of the Loop pathway system expands, there is a need to provide new access facilities to maintain the same level of service for Marana residents. This project will contribute to addressing that need.

New Competition Swimming Pool:

The scope of this project involves the construction of a new competition swimming pools that will allow the Town to continue to provide swimming pool access to the growing number of Marana residents. Improvements will include the pool and the associated mechanical and water filtration / purifications equipment, only.

Ora Mae Harn Park Facility Expansion:

The scope of this project will involve the construction of a new racquet sport area with lighted pickleball and tennis courts. It will also include the construction of a new lighted multi-sport field and the expansion of the park's pathway system. The project will enable the Town to address increased demand for these facilities due to population growth and continue to provide the same level of service.

Saguaro Bloom Park Phase 1:

The new Saguaro Bloom Park (Phase 1) will include sport courts, playgrounds, picnic facilities, restrooms, and related site improvements and is being developed in response to population growth. It will allow the Parks and Recreation Department to provide these basic recreational resources to new residents, consistent with the resources it provides current residents.

Saguaro Bloom Park Phase 2:

Phase 2 of the Saguaro Bloom Park will include two lighted diamond (baseball / softball) fields, a lighted multi-sport / soccer field, an expanded dog park, and related facilities. As with Phase 1 of this project, it will allow the Parks and Recreation Department to provide these basic recreational resources to new residents, consistent with the resources it provides current residents.

Gladden Farms Bike Park:

The Gladden Farms Bike Park will include bike trails, a pump track, and similar features that can be used by Town residents. Outdoor recreation trends indicate that more and more individuals, both children and adults, are now choosing to engage in this recreational activity. Some of these activities currently occur within the Tortolita Preserve but as demand grows, it will be important to expand the areas available to the public so that the same level of service can be maintained.

Twin Peaks District Park Land Acquisition and Phase 1 Development:

The Twin Peaks District Park will be a new park as identified in the Town's Parks and Recreation 2020-2030 Master Plan. The park will be centrally located and will serve existing and new residents from throughout the Marana community. Proposed (Phase 1) facilities will include lighted fields, courts, playgrounds, picnic facilities, a dog park, and the supporting infrastructure. The park will be a component of the park system's expansion as needed to maintain a consistent level of service.

Mandarina Community Park:

Mandarina Community Park will be a new park and will similarly expand the recreational facilities available to residents while maintaining the same level of service for existing and new residents. Improvements planned for the park include lighted multi-sport / soccer fields, sport courts, ramadas, picnic facilities, and the infrastructure needed to support these improvements.

Summary of Projected Revenues and Planned Costs:

Provided below is a summary of projected revenues, projected costs, and Impact fees for various types of new development.

Figure 20: Summary of Projected Revenues and Planned Costs

Projected Revenues – Residential Development Impact Fees (1)	$33,383,527.00
Projected Revenues – Non-Residential Development Impact Fees (2)	$1,282,896.00
Total	**$34,666,423.00**
Planned Costs (3)	**$34,666,423.00**
Revenues as Percent of Planned Costs	**100%**

(1) See Figure 11 – Section 9
(2) See Figure 17 – Section 12
(3) See Figure 19 – Section 14

Figure 21 - Summary of Park Impact Fees:

Residential		
Single Family Residence (1 EDU)	$2,529.63	Per Dwelling Unit
Multi-Family Residential Unit (.67 EDU)	$1,694.85	Per Dwelling Unit
Non-Residential		
Retail	$224.00	Per 1,000 S.F.
High Traffic Retail	$870.00	Per 1,000 S.F
Office	$285.00	Per 1,000 S.F.
Hotel	$9.00	Per 1,000 S.F.
Industrial	$288.00	Per 1,000 S.F.
Medical	$288.00	Per 1,000 S.F.

Council-Regular Meeting **A3**

Meeting Date: 12/06/2022

To: Mayor and Council

Submitted For: Andrea Caicedo, Assistant to the Town Manager

From: Andrea Caicedo, Assistant to the Town Manager

Date: December 6, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-126: Relating to Intergovernmental Relations; adopting a 2023 Town of Marana Legislative Policy Priority Program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it (Andrea Caicedo)

Discussion:

Each year, in anticipation of the State Legislative Session, the Marana Town Council reviews and adopts a legislative priority program. This program captures issues and policy areas of importance to the Town of Marana, such as state-shared revenues, protection of local control, and other Town-related issues. This resolution provides the necessary authority from the Marana Town Council for Staff and contracted lobbyists to pursue the policies within the legislative program at the State Legislature. While many issues and policies from prior years are retained year over year in this program, Town Staff did a comprehensive internal review of the program, and made updates to reflect potential legislative initiatives in the upcoming 2023 legislative session (legislature will convene January 9, 2023).

Staff will provide regular updates to the Marana Town Council throughout the session and seek additional direction as needed.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2022-126; adopting a 2023 Town of Marana Legislative Policy Priority Program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it.

Attachments

Resolution No. 2022-126

MARANA RESOLUTION NO. 2022-126

RELATING TO INTERGOVERNMENTAL RELATIONS; ADOPTING A 2023 TOWN OF MARANA LEGISLATIVE POLICY PRIORITY PROGRAM AND AUTHORIZING AND DIRECTING THOSE AUTHORIZED TO LOBBY ON BEHALF OF THE TOWN OF MARANA TO REPRESENT AND PURSUE IT

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

SECTION 1. Those persons authorized by the Town of Marana to lobby on its behalf and registered as such with the Secretary of the State of Arizona pursuant to Arizona Revised Statutes § 41-1231 et seq. (the "Town Lobbyists") are hereby authorized and directed, subject to the continuing supervision of the Town Manager and the Town Council, to represent and pursue the legislative, executive and intergovernmental interests of the Town of Marana by supporting legislation that embodies any of the following basic principles:

A. Protects state-shared revenues that fund essential services and strengthen local economies.
B. Maintains local control while seeking partnership between municipalities and the state.
C. Empowers the Town of Marana with sufficient flexibility to address an expanding and changing variety of local needs and conditions.
D. Establishes appropriate means to adequately compensate the Town for the costs of complying with state-mandated requirements.
E. Provides the Town with the means to cope with unfunded mandates, cost increases, population growth and escalating service requirements.
F. Enables the Town to provide public services in a more responsive, efficient, and cost effective manner.
G. Ensures that the Town has the ability to provide, manage, or operate critical infrastructure necessary to promote or maintain the health and safety of residents, preserve and direct land use, and ensure the future sustainability of the community.

SECTION 2. In addition to those basic principles set forth in Section 1 of this resolution, the Town Lobbyists are authorized and directed to pursue the following specific objectives:

A. Support the maintenance and/or restoration of existing sources of transportation funding for municipalities, including the Highway User Revenue Fund (HURF) and Local Transportation Assistance Fund (LTAF) I and II.
B. Support sustainable policies and funding for education programs (such as preschool - 12, CTE, and post-secondary education programs) that result in a thriving and qualified Arizona workforce.
C. Support efforts to maintain, restore, and or/expand existing economic development programs and funding, as well as efforts to create new programs, tools, and funding sources that support state and local economic development initiatives centered around attraction, growth, and retention and expansion of businesses with high-wage jobs.
D. Support legislation that focuses on maintaining current or allocating additional funding for airport-related development efforts, including but not limited to economic development, capital improvements and maintenance, and funding of an air traffic control tower.
E. Support legislation to provide additional state resources to address the statewide housing shortage crisis through increased allocations to the State Housing Trust Fund and innovative public-private partnerships to create affordable workforce housing.
F. Support initiatives to enhance tourism in Southern Arizona, including efforts to attract film and various motion media productions.
G. Support efforts to preserve access to water for municipal governments, including continuation of statutory responsibility to develop and manage water resources in order to provide existing and future residents with appropriate levels of service.
H. Support legislation that encourages provision of funding for high quality potable water resources and infrastructure for residents of local Arizona municipalities.
I. Support legislation that simplifies Arizona's tax codes while protecting the Town's state-shared revenue allocations, contracting sales tax, and other tax revenue sources.
J. Support efforts that develop mutually beneficial solutions to state land use issues, including expedited land acquisition processes and timely resolutions to issues regarding protected land.
K. Oppose legislation that would curtail the Town’s current local zoning and permitting authority and support legislation to preserve the public’s participation in the process.
L. Support legislation that encourages provision and allocation of funding for flood control, flooding mitigation, and flood control infrastructure maintenance and cleanup efforts for local municipalities.

M. Support initiatives to preserve and enhance the Town's ability to strategically plan for and respond to emergencies and properly support public safety personnel.

SECTION 3. Legislation that is inconsistent with any of the basic principles or objectives set forth in Sections 1 and 2 above should be opposed or appropriate amendments pursued.

SECTION 4. The Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations and objectives of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of December, 2022.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **A4**

Meeting Date: 12/06/2022

To: Mayor and Council

Submitted For: George Cardieri, Real Property Manager

From: George Cardieri, Real Property Manager

Date: December 6, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-127: Relating to Public Works; approving and authorizing the Mayor to sign an Acquisition Agreement & Administrative Settlement and the Town Engineer to execute all other documentation necessary for the purchase of property rights needed from Preot LLC for the Twin Peaks Rattlesnake Pass Improvement Project, Town of Marana Project No. ST073 (George Cardieri)

Discussion:

This is an acquisition for the Twin Peaks Rattlesnake Pass Improvement Project, Town of Marana Project No. ST073. The particulars of this deal are set forth in the Acquisition Agreement and Administrative Settlement found in the backup materials. Town staff is available to justify and explain the proposed acquisition price and negotiations in an executive session, also scheduled for tonight's agenda in the event the Council requests it.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Y

Amount:	$90,700 (Approximate)

The proposed acquisition amount is $87,700. The closing costs (payable by the Town) are not anticipated to exceed $3,000. Funding is available in the project budget (ST073).

Staff Recommendation:

Staff recommends adoption of Resolution No. 2022-xxx, approving and authorizing the Mayor to sign an Acquisition Agreement & Administrative Settlement and the Town Engineer to execute all other documentation necessary for the purchase of property rights needed from Preot LLC for the Twin Peaks Rattlesnake Pass Improvement Project.

Suggested Motion:

I move to adopt Resolution No. 2022-127, approving and authorizing the Mayor to sign an Acquisition Agreement & Administrative Settlement and the Town Engineer to execute all other documentation necessary for the purchase of property rights needed from Preot LLC for the Twin Peaks Rattlesnake Pass Improvement Project.

Attachments

Resolution No. 2022-127

Exhibit A (Acquisition Agreement and Administrative Settlement)

MARANA RESOLUTION NO. 2022-127

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ACQUISITION AGREEMENT & ADMINISTRATIVE SETTLEMENT AND THE TOWN ENGINEER TO EXECUTE ALL OTHER DOCUMENTATION NECESSARY FOR THE PURCHASE OF PROPERTY RIGHTS NEEDED FROM PREOT, LLC FOR THE TWIN PEAKS RATTLESNAKE PASS IMPROVEMENT PROJECT, TOWN OF MARANA PROJECT NO. ST073

WHEREAS the Town of Marana is constructing the Twin Peaks Rattlesnake Pass Improvement Project, Town of Marana Project No. ST073, (the "Twin Peaks Road Project"); and

WHEREAS the Town of Marana needs to acquire fee title right-of-way, along with a perpetual drainage easement and utility access easement, and a perpetual slope easement (the "Needed Property") from Preot, LLC to construct the improvements needed for the Twin Peaks Road Project; and

WHEREAS Town staff has successfully negotiated an administrative settlement with Preot, LLC for acquisition of the Needed Property, to be formalized in an Acquisition Agreement & Administrative Settlement, the terms of which exceed Town staff's general authority for acquisition of property rights needed for the Twin Peaks Road Project; and

WHEREAS the Mayor and Council of the Town of Marana find that the acquisition or condemnation of the Needed Property is necessary for the public health, safety and welfare of the citizens of Marana.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, authorizing the Mayor to execute the Acquisition Agreement & Administrative Settlement in substantially the form attached to and incorporated in this resolution as Exhibit A, and authorizing the Town Engineer to execute all other documentation necessary for the purchase of the Needed Property from Preot, LLC for the Twin Peaks Road Project.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of December 2022.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

MARANA AZ

DEVELOPMENT SERVICES DEPARTMENT

ACQUISITION AGREEMENT & ADMINISTRATIVE SETTLEMENT

This Agreement is made by and between **Preot, LLC,** an Arizona limited liability company ("Owner"), and the **Town of Marana**, an Arizona municipal corporation ("Town").

1. **Property and Acquisition Amount.** The Owner owns the property described in instrument recorded in Sequence No. 20180310293 in the Pima County Recorder's Office, including all improvements located thereon (the "Property"). The Town has determined the need to acquire fee title to public rights-of-way described in Exhibit "A" and depicted in Exhibit "A-1", a drainage easement and utility access easement described in Exhibit "B" and depicted in Exhibit "B-1", and a slope easement described in Exhibit "C" and depicted in Exhibit "C-1" (the "Acquisition Area"). In lieu of court proceedings to acquire the Acquisition Area by eminent domain, the Owner agrees to sell and the Town agrees to acquire the Acquisition Area for the total sum of **$87,700.00** (the "Acquisition Amount"), subject to the terms and conditions set forth below:

$87,700.00	Acquisition Amount
$3,000.00	Estimated Closing Costs
$90,700.00	**Total Not to Exceed Amount**

2. **Risk of Loss for Damage to Improvements.** The Owner shall be responsible for the risk of loss for any and all damage to the improvements located on the Acquisition Area prior to close of escrow.

3. **Conveyance Documents.** Upon execution of this Agreement the Owner shall deposit with the Town a Warranty Deed conveying to the Town fee title to the public rights-of-way in the form attached hereto as Exhibit "D", a Dedication Deed of Easement conveying to the Town drainage easement and utility access easement rights in the form attached hereto as Exhibit "E", and a Dedication Deed of Easement conveying slope easement rights in the form attached here as Exhibit "F", all conveyances free and clear of all liens and encumbrances.

4. **Non-Monetary Commitments.** The Owner and the Town agree to the commitments and obligations set forth in the ROW Commitment, attached hereto as Exhibit "G".

5. **No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, vegetation, located within the Acquisition Area. Personal property, including boulders, may be removed prior to close of escrow.

6. **Escrow and Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and the size of

the Acquisition Area. Taxes will be prorated based upon the proportion of the Acquisition Area to the Owner's entire assessed parcel.

7. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total amount of unpaid principal, interest, and penalty. Those sums shall, upon demand, be paid to the Lienholders. Owner shall obtain from the Lienholders releases for any fee transfer and consents for any transfer of an easement for the Acquisition Area.

8. **Possession and Closing.** Possession of the Acquisition Area shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 45 days after the date this Agreement is approved by the Marana Mayor and Council or (b) 45 days after receipt of all necessary releases or consents from any Lienholder.

9. **Environmental Representations.** The Town and the Owner agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Acquisition Area. Each party shall remain responsible for its obligations as set forth by law. The Owner hereby represents and warrants that, to the best of Owner's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.

10. **Environmental Inspection Rights.** The Owner shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Acquisition Area. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean-up, the Owner shall remediate all contamination within the Acquisition Area adequate to bring it into compliance with all applicable Federal, State or local environmental regulations prior to Closing or the Town may terminate this agreement.

11. **No Leases.** The Owner warrants that there are no oral or written leases on all or any portion of the Acquisition Area.

12. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders' fee related to this transaction. The Owner has sole responsibility to pay all brokerage or finders' fees to any agent employed.

13. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases, and Owners Title Insurance Policy, shall be paid by the Town.

14. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Acquisition Area for project related pre-construction activities, including but not limited to geophysical/geotechnical testing and excavation, and native plant salvage, effective as of the date this agreement is signed on behalf of the Owner, which shall terminate when the Town takes title to the Acquisition Area or in 365 days, whichever occurs first.

15. **No Sale.** Owner shall not sell or encumber the Acquisition Area prior to close of escrow.

16. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 which provides for cancellation of contracts by the Town of Marana for certain conflicts of interest.

17. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive close of escrow.

18. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Acquisition Area and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property.

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

20. **Compromise and Settlement.** The parties to this Agreement acknowledge that the Acquisition Amount is not necessarily market value, but was agreed through compromise and settlement to avoid litigation.

21. **Council Approval**. This Agreement is subject to approval by the Town Council of the Town of Marana.

The "Owner":
Preot, LLC, an Arizona limited liability company

The SAM Family Trust, dated December 31, 2002, Member

_____
Greg Mitchell, Trustee

Date: Nov 7, 2022

Town of Marana, an Arizona municipal corporation

_____
Ed Honea, Mayor

Date: _____

Approved as to content:

_____
Fausto Burruel, Town Engineer

Date: _____

Approved as to form:

_____
Jane Fairall, Town Attorney

Date: _____

Exhibit "A"

Right of Way

ALTA ARIZONA

PROJECT NO. 200132
APN: 221-02-008S
DATE: NOVEMBER 11, 2021

LEGAL DESCRIPTION

ALL THAT PORTION OF THE PARCEL DESCRIBED IN SEQUENCE 20180310293 OF THE RECORDS OF THE PIMA COUNTY RECORDER, WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, LYING NORTHERLY AND NORTHEASTERLY OF THE LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR FOUND AT THE CENTER OF SECTION 20, FROM WHICH A LEAD CAP STAMPED "RLS 7599" FOUND AT THE WEST QUARTER CORNER OF SECTION 20 BEARS SOUTH 89° 20' 39" WEST AT A DISTANCE OF 2638.87 FEET;

THENCE, SOUTH 89° 20' 39" WEST UPON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 1319.43 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20;

THENCE, NORTH 00° 40' 24" WEST UPON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 959.11 FEET TO **THE POINT OF BEGINNING**;

THENCE, SOUTH 61° 21' 58" EAST 1291.03 FEET TO A CURVE, CONCAVE SOUTHWEST, WITH A RADIUS OF 743.51 FEET;

THENCE, UPON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15° 53' 28", AN ARC DISTANCE OF 206.21 FEET, TO THE WEST RIGHT OF WAY LINE OF SCENIC DR, **THE POINT OF TERMINUS.**

THE TOTAL AREA CONTAINS 99,717 SQUARE FEET OR 2.289 ACRES, MORE OR LESS.

Prepared by:
Alta Arizona

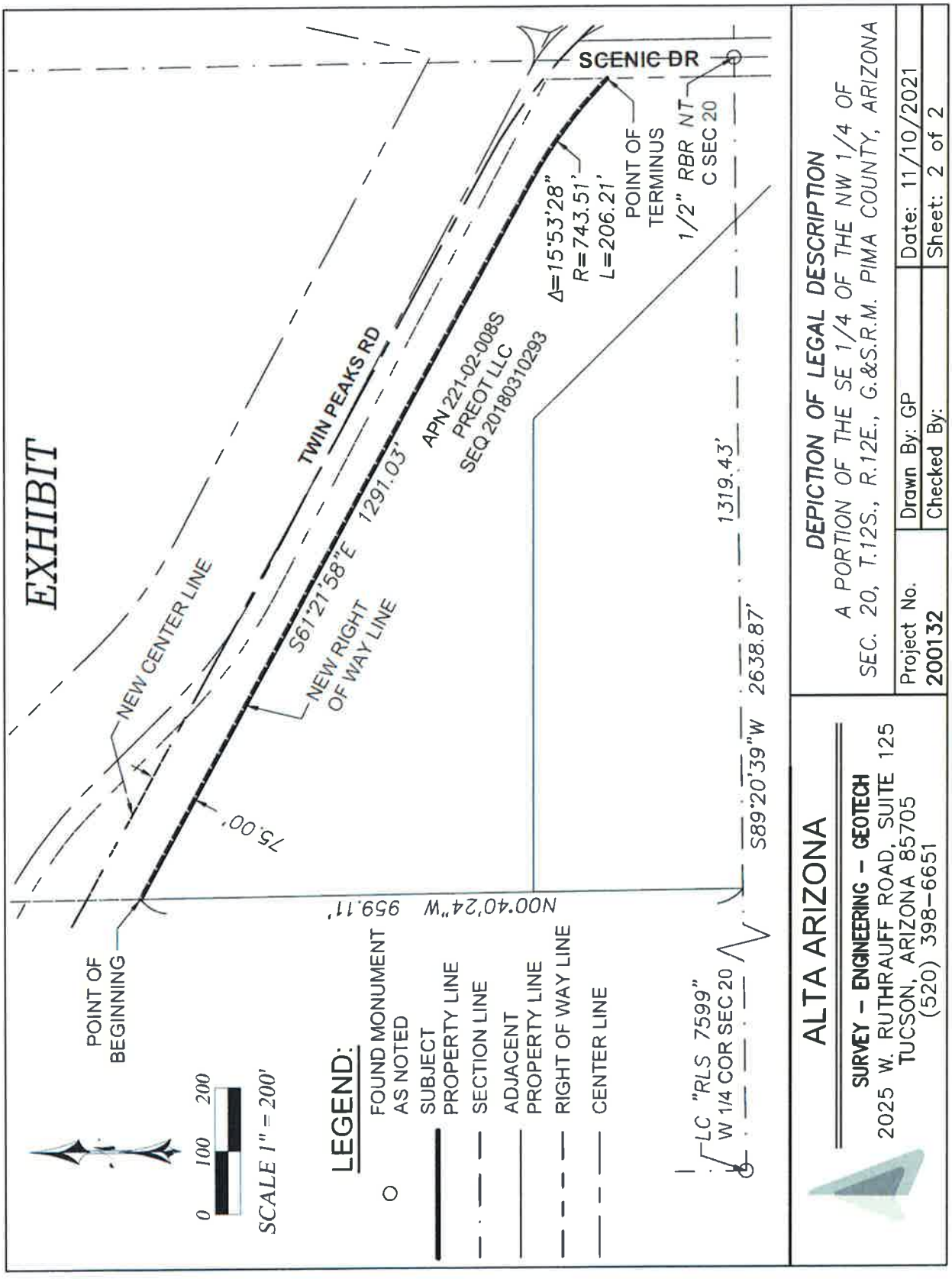
GREGG POPP, RLS



Sheet 1 of 2

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "A-1"



S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "B"

ALTA ARIZONA

Drainage Easement and Utility Access Easement

PROJECT NO. 220248
APN: 221-02-008S
DATE: MAY 13, 2022

LEGAL DESCRIPTION

A PORTION OF THE PARCEL DESCRIBED IN SEQUENCE 20180310293 OF THE RECORDS OF THE PIMA COUNTY RECORDER, WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR FOUND AT THE CENTER OF SECTION 20, FROM WHICH A LEAD CAP STAMPED "RLS 7599" FOUND AT THE WEST QUARTER CORNER OF SECTION 20 BEARS SOUTH 89° 20' 39" WEST AT A DISTANCE OF 2638.87 FEET;

THENCE, SOUTH 89° 20' 39" WEST UPON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 1319.43 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20;

THENCE, NORTH 00° 40' 24" WEST UPON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 959.11 FEET;

THENCE, SOUTH 61° 21' 58" EAST 576.30 FEET TO **THE POINT OF BEGINNING**;

THENCE, SOUTH 61° 21' 58" EAST 714.73 FEET TO A CURVE, CONCAVE SOUTHWEST, WITH A RADIUS OF 743.51 FEET;

THENCE, SOUTHEASTERLY UPON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15° 53' 28", AN ARC DISTANCE OF 206.21 FEET TO THE WEST RIGHT OF WAY LINE OF SCENIC DR;

THENCE, SOUTH 00° 41' 01" EAST UPON SAID RIGHT OF WAY LINE 45.76 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWEST, WITH A RADIUS OF 712.01 FEET;

THENCE, NORTHWESTERLY UPON SAID CURVE TO THE LEFT, 31.50 FEET SOUTHWEST OF AND PARALLEL WITH THE PREVIOUS CURVE, THROUGH A CENTRAL ANGLE OF 18° 30' 20", AN ARC DISTANCE OF 229.97 FEET;

THENCE, NORTH 61° 21' 58" WEST 714.73 FEET;

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "B" continued

ALTA ARIZONA

THENCE, NORTH 28° 38' 02" EAST 31.50 FEET TO **THE POINT OF BEGINNING**;

THE TOTAL AREA CONTAINS 29,380 SQUARE FEET OR 0.674 ACRE, MORE OR LESS.

Prepared by:
Alta Arizona

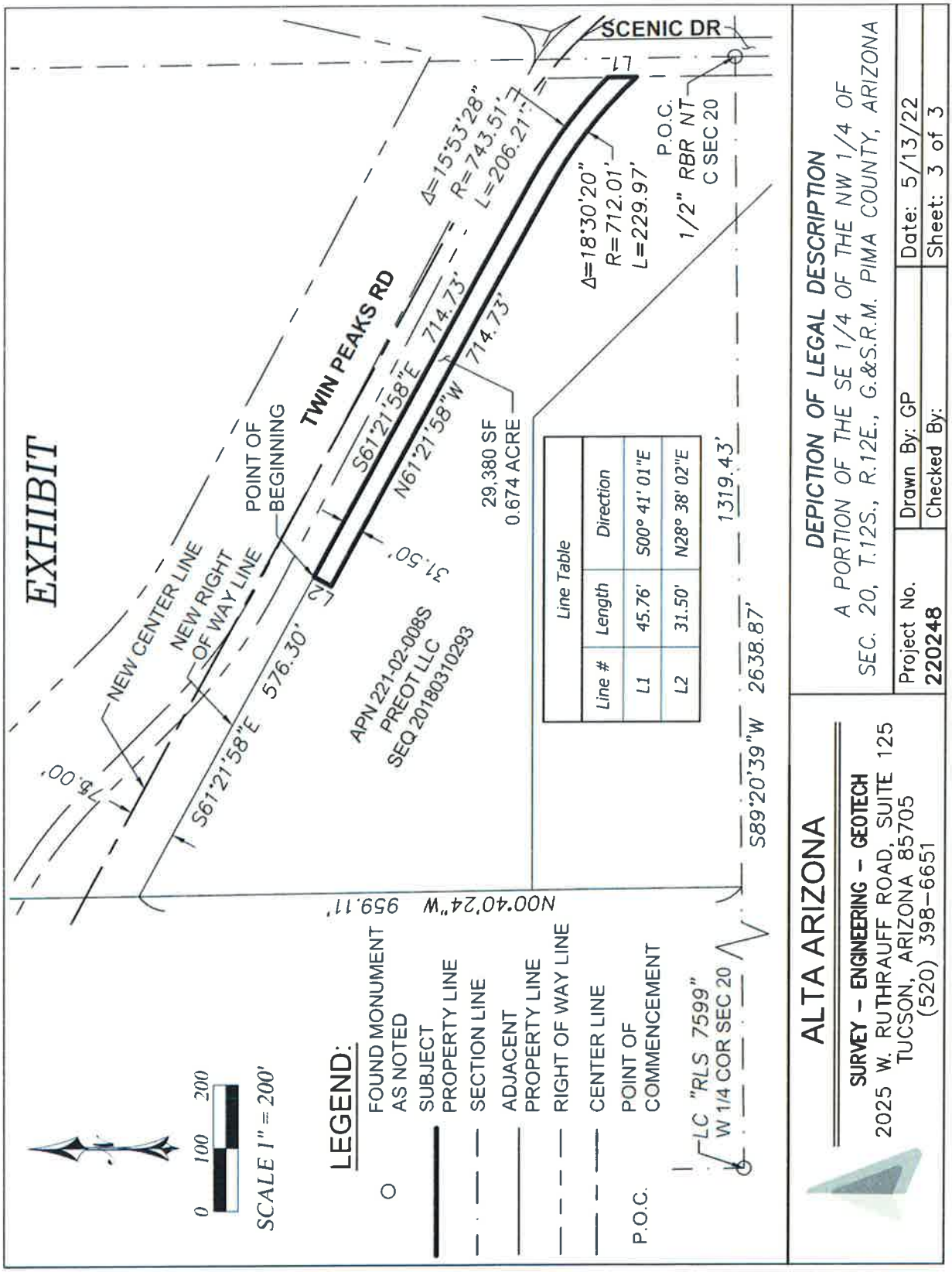
GREGG POPP, RLS



Sheet 2 of 3

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "B-1"



S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "C"

ALTA ARIZONA

Slope Easement

PROJECT NO. 220248
APN: 221-02-008S
DATE: MAY 13, 2022

LEGAL DESCRIPTION

A PORTION OF THE PARCEL DESCRIBED IN SEQUENCE 20180310293 OF THE RECORDS OF THE PIMA COUNTY RECORDER, WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR FOUND AT THE CENTER OF SECTION 20, FROM WHICH A LEAD CAP STAMPED "RLS 7599" FOUND AT THE WEST QUARTER CORNER OF SECTION 20 BEARS SOUTH 89° 20' 39" WEST AT A DISTANCE OF 2638.87 FEET;

THENCE, SOUTH 89° 20' 39" WEST UPON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 1319.43 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20;

THENCE, NORTH 00° 40' 24" WEST UPON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 959.11 FEET TO **THE POINT OF BEGINNING**;

THENCE, SOUTH 61° 21' 58" EAST 576.30 FEET;

THENCE, SOUTH 28° 38' 02" WEST 31.50 FEET;

THENCE, NORTH 61° 21' 58" WEST 558.61 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20;

THENCE, NORTH 00° 40' 24" WEST UPON SAID WEST LINE 36.12 FEET TO **THE POINT OF BEGINNING**;

THE TOTAL AREA CONTAINS 17,875 SQUARE FEET OR 0.410 ACRE, MORE OR LESS.

Prepared by:
Alta Arizona

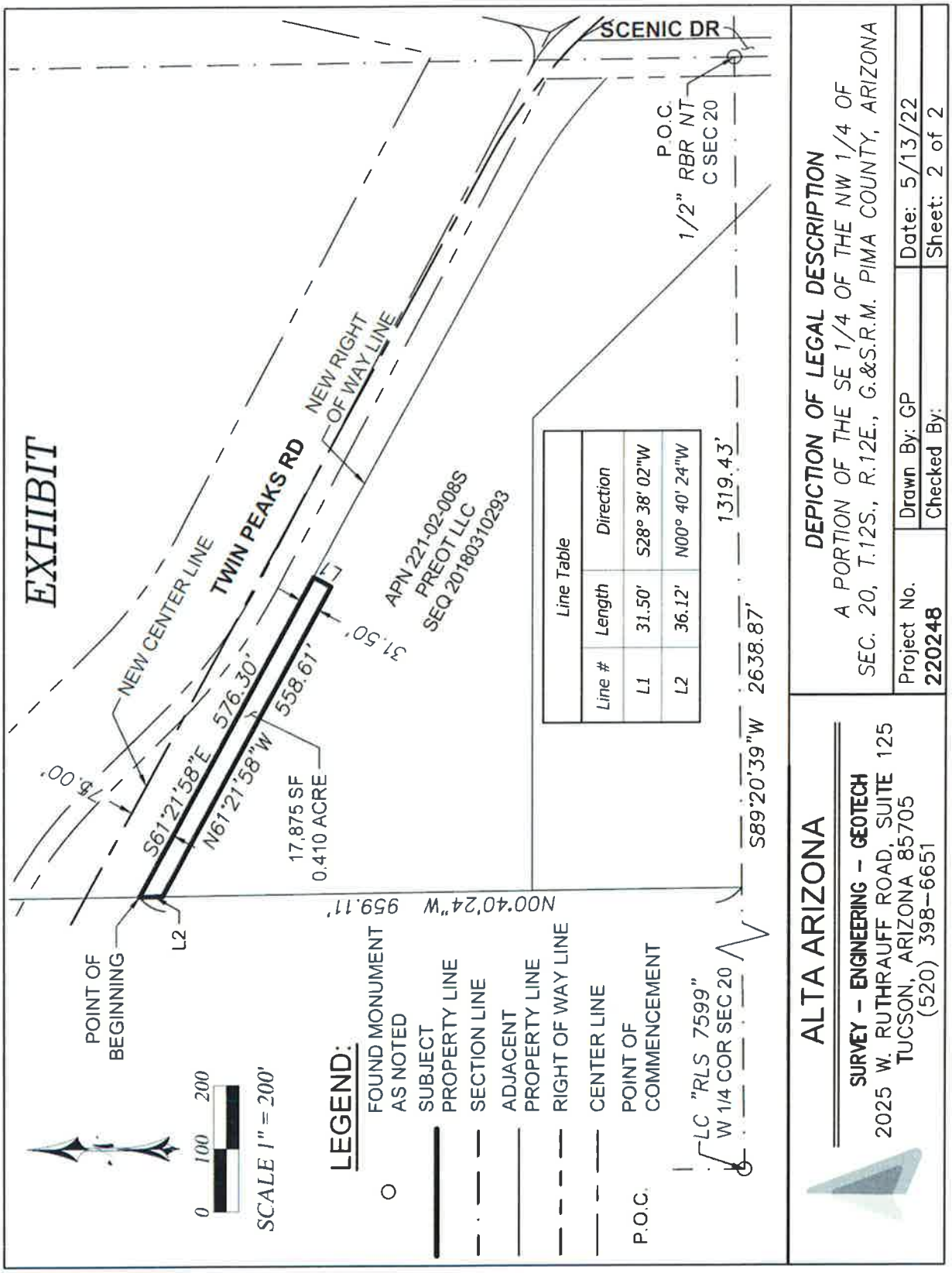
GREGG POPP, RLS



Sheet **1** of **2**

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "C-1"



S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "D"

WARRANTY DEED OF DEDICATION

Exempt: ARS § 11-1134 (A) (3)

PREOT, L.L.C., an Arizona limited liability company ("GRANTOR"), for TEN DOLLARS and other valuable consideration, does hereby convey and dedicate to the **TOWN OF MARANA**, an Arizona municipal corporation ("GRANTEE"), the following described real property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION AND DEPICTION ATTACHED TO THIS INSTRUMENT AS EXHIBITS "A" AND "B" RESPECTIVELY AND INCORPORATED HERE BY THIS REFERENCE

SUBJECT TO: Existing covenants, conditions, restrictions, rights of way, easements, and other matters of record.

AND THE GRANTOR DOES HEREBY WARRANT THE TITLE against all persons whomsoever, subject to the matters above set forth.

DATED _____, 2022.

"GRANTOR":

Preot, LLC, an Arizona limited liability company

The SAM Family Trust, dated December 31, 2002, Member

_____
Greg Mitchell, Trustee

ACCEPTED AND APPROVED BY THE TOWN OF MARANA:

_____
Fausto Burruel, Town Engineer

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by Greg Mitchell, Trustee of The SAM Family Trust, dated December 31, 2002, as Member of Preot, LLC, an Arizona limited liability company, on behalf of the LLC.

_____
Public Notary

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "E"

DEDICATION DEED OF EASEMENT

(Drainage Easement and Utility Access Easement)

PREOT, LLC, an Arizona limited liability company ("GRANTOR"), for TEN DOLLARS and other valuable consideration, does hereby grant and dedicate to the **TOWN OF MARANA**, an Arizona municipal corporation, its permittees and licensees ("GRANTEE"), a drainage easement and utility access easement in, over, through, under, across, and along the following described real property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION AND DEPICTION TOGETHER ATTACHED TO THIS INSTRUMENT AS EXHIBITS "A" AND "B" AND INCORPORATED HERE BY THIS REFERENCE

This easement grants the right to construct and maintain a drainage system upon the described real property, together with the right to forever enter upon the described real property at any and all times to clean, maintain, and replace said drainage system; providing, however, that no unnecessary damage shall be caused by these entries or repairs. This easement also grants the right to enter upon the described real property at any and all times for access to adjacent utility lines and utility easements.

SUBJECT TO: Existing covenants, conditions, restrictions, rights of way, easements and other matters of record.

DATED _____, 2022.

"GRANTOR"
Preot, LLC, an Arizona limited liability company

The SAM Family Trust, dated December 31, 2002, Member

_____
Greg Mitchell, Trustee

ACCEPTED AND APPROVED BY THE TOWN OF MARANA:

_____
Fausto Burruel, Town Engineer

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by Greg Mitchell, Trustee of The SAM Family Trust, dated December 31, 2002, as Member of Preot LLC, an Arizona limited liability company, on behalf of the LLC.

_____
Public Notary

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "F"

DEDICATION DEED OF EASEMENT

(Slope Easement)

PREOT, LLC, an Arizona limited liability company ("GRANTOR"), for TEN DOLLARS and other valuable consideration, does hereby grant and dedicate to the **TOWN OF MARANA**, an Arizona municipal corporation ("GRANTEE"), a slope easement in, over, through, under, across, and along the following described real property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION AND DEPICTION TOGETHER ATTACHED TO THIS INSTRUMENT AS EXHIBITS "A" AND "B" AND INCORPORATED HERE BY THIS REFERENCE

This slope easement grants the right to construct and maintain slope and embankment protection improvements, including but not limited to retaining walls and soil nails upon the described real property, together with the right to forever enter upon the described real property at any and all times to clean, maintain, and replace said slope and embankment protection improvements; providing, however, that no unnecessary damage shall be caused by these entries or repairs.

SUBJECT TO: Existing covenants, conditions, restrictions, rights of way, easements and other matters of record.

DATED _____, 2022.

"GRANTOR"
Preot, LLC, an Arizona limited liability company

The SAM Family Trust, dated December 31, 2002, Member

_____
Greg Mitchell, Trustee

ACCEPTED AND APPROVED BY THE TOWN OF MARANA:

_____
Fausto Burruel, Town Engineer

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by Greg Mitchell, Trustee of The SAM Family Trust, dated December 31, 2002, as Member of Preot LLC, an Arizona limited liability company, on behalf of the LLC.

_____
Public Notary

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "G"

RIGHT-OF-WAY COMMITMENT

THE TERMS OF THIS RIGHT-OF-WAY COMMITMENT ARE CONTINGENT UPON AN ACQUISITION AGREEMENT BEING ENTERED INTO BETWEEN THE OWNER AND TOWN.

Initial Submittal ____X____ Amendment _____

OWNER'S NAME Preot LLC
PROPERTY LOCATION 9011 N. Scenic Drive, Tucson, AZ
PARCEL NUMBER 221-02-008S
PROJECT Twin Peaks Rattlesnake Pass Improvements (ST073)

Description of non-monetary commitments agreed upon by the Owner and Town:

1. The Town agrees to reconnect and reestablish the following two existing earthen driveways:
   a. Old Scenic Drive driveway located immediately south of the new drainage channel
   b. Twin Peaks driveway located at the existing El Paso Natural Gas Line
2. The Town shall relocate and reinstall the Owner's metal security gate located at the north end of the existing EPNG easement back to the new property line. If applicable, the Town shall relocate and reinstall the Owner's wooden posts and chain gate located at the Old Scenic Drive driveway out of the new drainage channel.
3. The Town shall relocate the Owner's existing boulders located along Twin Peaks Road back to the new property line to assist with creating a barrier against unauthorized motor vehicle entry. With the new drainage channel in place, the boulders will primarily need to be placed on each side of the relocated metal security gate.
4. The Town shall place a "No Engine Braking" sign or similar along east bound Twin Peaks Road, to be located on the east side of Rattlesnake Pass.
5. The Owner shall grant the Town at no cost a Temporary Construction Easement for the temporary workspace needed to address the commitments noted above.

Owner Acceptance:

Greg Mitchell, Trustee — Date: Nov. 7, 2022

Town Acceptance:

Real Property Manager — Date: 10-28-22

CIP Project Manager/Construction Manager — Date: 10/27/2022

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Council-Regular Meeting **A5**

Meeting Date: 12/06/2022

To: Mayor and Council

Submitted For: George Cardieri, Real Property Manager

From: George Cardieri, Real Property Manager

Date: December 6, 2022

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2022-128: Relating to Real Estate; accepting the offer of just compensation from Pima County for property rights needed for the Continental Ranch Regional Pump Station Force Main Augmentation Project and authorizing the Town Engineer to execute the Acquisition Agreement, conveyance instruments, and any and all other associated documents (George Cardieri)

Discussion:

The Town of Marana owns various properties in the vicinity of the Santa Cruz River Park and El Rio Preserve. Pima County needs to acquire property rights from the Town in that vicinity for the Continental Ranch Regional Pump Station Force Main Augmentation Project, which increases sewer conveyance capacity and adds redundancy between Pima County's Continental Ranch Regional Pump Station and Pima County's Tres Rios Wastewater Reclamation Facility. Pima County has presented the Town an offer of just compensation in the amount of $8,400 (Eight Thousand, Four Hundred Dollars), based on an independent appraisal of the property rights needed for the project, and has prepared an Acquisition Agreement and conveyance instruments for execution by the Town.

The proposed resolution formalizes the Town's acceptance of the offer of just compensation presented by Pima County, and authorizes the Town Engineer to execute the Acquisition Agreement, conveyance instruments, and any and all other associated documents.

Financial Impact:

If approved, the sale of property rights to Pima County will generate $8,400 in sales proceeds to the Town.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2022-128, authorizing the Town Engineer, on behalf of the Town, to execute the Acquisition Agreement, conveyance instruments, and any and all other associated documents as requested by Pima County for the Continental Ranch Regional Pump Station Force Main Augmentation Project.

Suggested Motion:

I move to adopt Resolution No. 2022-128, authorizing the Town Engineer to execute the Acquisition Agreement, conveyance instruments, and any and all other associated documents as requested by Pima County.

Attachments

Resolution No. 2022-128

Exhibit A (Acquisition Agreement with Conveyance Documents)

Project Information

MARANA RESOLUTION NO. 2022-128

RELATING TO REAL ESTATE; ACCEPTING THE OFFER OF JUST COMPENSATION FROM PIMA COUNTY FOR PROPERTY RIGHTS NEEDED FOR THE CONTINENTAL RANCH REGIONAL PUMP STATION FORCE MAIN AUGMENTATION PROJECT AND AUTHORIZING THE TOWN ENGINEER TO EXECUTE THE ACQUISITION AGREEMENT, CONVEYANCE INSTRUMENTS, AND ANY AND ALL OTHER ASSOCIATED DOCUMENTS

WHEREAS the Town of Marana owns various properties in the vicinity of the Santa Cruz River Park and El Rio Preserve; and

WHEREAS Pima County needs to acquire property rights from the Town for the Continental Ranch Regional Pump Station Force Main Augmentation Project, which increases sewer conveyance capacity and adds redundancy between Pima County's Continental Ranch Regional Pump Station and Pima County's Tres Rios Wastewater Reclamation Facility; and

WHEREAS Pima County has presented the Town an offer of just compensation in the amount of $8,400 (Eight Thousand, Four Hundred Dollars), based on an independent appraisal of the property rights needed for the project, and has prepared an Acquisition Agreement and conveyance instruments for execution by the Town; and

WHEREAS the Mayor and Council of the Town of Marana find that the public interests are served by approving this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, accepting the offer of just compensation from Pima County for the property rights needed for the project; approving the Acquisition Agreement prepared by Pima County, a copy of which is attached as Exhibit A to and incorporated by this reference in this resolution; and authorizing the Town Engineer, on behalf of the Town, to execute the Acquisition Agreement, conveyance instruments, and any other documentation associated with the agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of December 2022.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

V4.2020

PIMA COUNTY
REAL PROPERTY

ACQUISITION AGREEMENT – ACQ-0835

1. **Defined Terms**. The following terms will be used as defined terms in this Acquisition Agreement and have the meaning set forth below ("***Agreement***"):

1.1. Seller: Town of Marana, an Arizona municipal corporation

1.2. Buyer: Pima County, a political subdivision of the State of Arizona

1.3. Purchase Price: the sum of Eight Thousand Four Hundred Dollars ($8,400.00)

1.4. Buyer's Maximum Costs: the sum of (i) Buyer's share of Closing Costs, (ii) Buyer's share of Prorations, and (iii) TCE Additional Rent, which combined shall not exceed $2,600 Dollars ($2,600.00)

1.5. Title Company: Stewart Title & Trust of Tucson, Paula Woodard, Escrow Officer, 3939 E. Broadway Blvd., Tucson, AZ 85711; Phone: (520) 327-7373; E-mail: paula.woodard@stewart.com

1.6. Effective Date: the date Seller and Buyer have approved and accepted this Agreement by affixing their signatures. The date Buyer executes this Agreement is the date this Agreement is signed by Buyer's Procurement Director.

1.7. Permanent Easement Area: the area within the parcel of real property described in **Exhibit A** and **Exhibit B** and depicted in **Exhibit A-1** and **Exhibit B-1.**

1.8. Temporary Construction Easement Area: the area within the parcel of

real property depicted in **Exhibit C.**

1.9. Temporary Construction Easement Term: the Temporary Construction Easement ***("TCE")*** *commences* upon the earlier of (i) the construction start date, or (ii) two years from execution of the TCE, and *terminates* upon the earlier of (i) 12 months after its effective date; or (ii) the completion of construction of the project, except that Buyer may extend the TCE for up to 12 additional months provided that Buyer pays Seller $216.67 per month (the "***TCE Additional Rent***") for each month or portion thereof during which Buyer utilizes the TCE beyond the initial period.

1.10. Removed Exceptions for the Permanent Easement Area: items 8 and 9 on **Exhibit D**

1.11. Seller's Address: Town of Marana, 11555 W. Civic Center Dr., Marana, AZ 85653

1.12. Buyer's Address: Manager, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: neil.konigsberg@pima.gov

2. **Parties; Effective Date**. This Agreement is entered into between Seller and Buyer, and shall be effective on the Effective Date. Seller and Buyer are collectively referred to herein as the "***Parties,***" and individually as a "***Party.***"

3. **Purchase of Permanent Easement; TCE; Right of Entry.** In lieu of exercising Buyer's power of eminent domain, Buyer agrees to acquire from Seller, and Seller agrees to convey to Buyer, in consideration of the Purchase Price, the following real property interests:

3.1. A permanent easement over the Permanent Easement Area, in the form of **Exhibit E**.

3.2. A TCE in the form of **Exhibit F**, granting to Buyer a TCE over the Temporary Easement Area for the Temporary Easement Term, which Seller will execute and deposit into escrow upon execution of this Agreement.

3.3. The right for Buyer, its agents and contractors, to enter upon the Permanent Easement Area, and the Temporary Easement Area, as applicable (the ***"ROE"***) prior to closing to inspect the Permanent Easement Area and to conduct other non-ground-

disturbing activities, provided that such activities do not unduly disturb Seller's use of the Permanent Easement Area.

4. **Seller's Warranties**

4.1. Leases. Seller warrants that there are no oral or written leases on all or any portion of the Permanent Easement Area, and the Temporary Easement Area.

4.1. Wells and Water Rights. Seller warrants that there are no wells on or water rights associated with the Permanent Easement Area.

4.2. Underground Improvements**.** Seller warrants that there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or other underground improvements on the Permanent Easement Area.

5. **Closing Costs and Prorations.**

5.1. Closing Costs. The closing costs ("***Closing Costs***") will be paid as follows:

5.1.1. All escrow fees and recording fees, if any, shall be paid by Buyer.

5.1.2. Buyer will pay a reasonable fee for any necessary Releases.

5.1.3. Buyer will pay a reasonable fee for other Closing Costs related to the Closing.

5.2. Buyer's Total Costs. Buyer's total costs at Closing shall not exceed Buyer's Maximum Cost, provided, however, that Buyer may unilaterally increase Buyer's Maximum Cost by written notice from Buyer to Seller prior to Closing.

6. **Escrow.** Title Company will act as escrow agent. This Agreement will constitute escrow instructions in connection with the escrow established with Title Company under this Agreement (the "***Escrow***"). Title Company will make reasonably suitable arrangements with either Party, upon that Party's request, to have the Party execute any of the documents to be executed by that Party as provided in this Agreement at the office of Title Company that is most convenient for Buyer.

7. **Closing.**

7.1. Closing Date. The Closing (the "***Closing***") will take place at the office of Title Company on or before one hundred twenty (120) days after the Effective Date, provided however, that Buyer may extend the Closing until thirty (30) days after receipt of all necessary releases or consents from Lienholders. Notwithstanding the foregoing, this Agreement will terminate if closing has not occurred within one year after execution by Buyer.

7.2. Deliveries by Buyer at Closing. At Closing, Buyer shall deliver to Seller through Escrow the following:

7.2.1. The Purchase Price, which will be paid in full at Closing payable to Title Company by Buyer's check; and

7.2.2. Such additional documents as Seller or Escrow Agent may reasonably require to effectuate the purchase.

7.3. Deliveries by Seller at Closing. At Closing, Seller shall deliver to Buyer through Escrow the following:

7.3.1. An Easement in the form of **Exhibit E**, granting to Buyer a permanent easement over the Permanent Easement Area, subject only to those matters identified in **Exhibit D**, with the exception of the Removed Exceptions for the Permanent Easement Area, which Seller shall cause to be removed prior to Closing.

7.3.2. Such additional documents as Buyer or Escrow Agent may reasonably require to effectuate the Purchase.

7.4. Security Interests. Monies payable under this Agreement may be due holders (the "Lienholders") of certain notes secured by mortgages or deeds of trust, up to and including the total amount of unpaid principal, interest and penalty on the notes, if any, and will, upon demand by the Lienholders, be paid to the Lienholders.

8. **Seller's Covenants**.

8.1. No Personal Property. No personal property is being transferred pursuant to this Agreement.

8.2. Reports. Seller shall make available to Buyer all documents relating to the Property that it has in its possession regarding the Property, including any and all surveys, information regarding wells and water rights, and environmental reports.

9. **Environmental.**

9.1. Environmental Representations**.** Buyer and Seller agree that neither party is assuming any obligation of the other party relating to any potential liability, if any, arising from the environmental condition of the Permanent Easement Area, each party remaining responsible for its obligations as set forth by law. Seller represents and warrants that, to the best of Seller's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or are located on the Permanent Easement Area or within any surface or subsurface waters thereof; that no underground tanks have been located on the Permanent Easement Area; that the Permanent Easement Area is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Permanent Easement Area.

9.2. Environmental Inspection Rights**.**

9.2.1. From and after the Effective Date, Seller shall permit Buyer to conduct such inspections of the Permanent Easement Area as the Buyer deems necessary to determine the environmental condition of the Permanent Easement Area. If any environmental inspection recommends further testing or inspection, the Parties hereby agree to extend the date of Closing to at least thirty (30) days after the report for such additional testing or inspection is completed on behalf of Buyer, but not later than an additional one hundred eighty (180) day extension.

9.2.2. If any environmental inspection reveals the presence of contamination or the need to conduct an environmental cleanup, Buyer shall provide written notice to Seller, prior to Closing, of any items disapproved by Buyer as a result of Buyer's inspection (the "***Objection Notice***"). If Buyer sends an Objection Notice, Seller may, within five (5) business days of receipt of the Objection Notice, notify Buyer if Seller is willing to cure any of the items to which Buyer objected (the "***Cure Notice***"). If Seller elects not to send Buyer a Cure Notice or if Seller's Cure Notice is not acceptable to Buyer, then Buyer may elect to terminate this Agreement, in which case the Agreement will be terminated and of no further force and effect.

10. **Broker's Commission.** No broker or finder has been used and Buyer owes no

brokerage or finders fees related to this Agreement. Seller has sole responsibility to pay all brokerage or finders fees to any agent employed.

11. **Default, Remedies, and Conditions Precedent**. In the event either Party defaults under this Agreement, the other Party shall be entitled to pursue all rights and remedies available at law or in equity, including specific enforcement. To the extent a Party seeks damages, the recovery is limited to actual damages (including any losses or penalties suffered by Buyer as a result of any violation of federal arbitrage violations caused by a wrongful failure of Seller to perform). Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

12. **Exhibits**. The following Exhibits are fully incorporated herein as if set forth at length. To the extent that any Exhibits to this Agreement are not available at the execution thereof, they will be added by the Parties prior to Closing and will be in form and substance reasonably satisfactory to the Parties.

Exhibit A	**Permanent Easement Area**
Exhibit A-1	**Depiction of Permanent Easement Area**
Exhibit B	**Permanent Easement Area**
Exhibit B-1	**Depiction of Permanent Easement Area**
Exhibit C	**Depiction of Temporary Easement Areas**
Exhibit D	**Permitted Exceptions for Permanent Easement**
Exhibit E	**Form of Permanent Easement**
Exhibit F	**Form of Temporary Construction Easement**

13. **Miscellaneous Provisions**. The following miscellaneous provisions apply to this Agreement:

13.1. Notices.

13.1.1. *Writing*. All notices required or permitted to be given hereunder must be in writing and mailed by first class, registered, certified or overnight mail, return receipt requested, postage prepaid, or transmitted by electronic mail, facsimile, or hand delivered, addressed to Seller's address or Buyer's address.

13.1.2. *Receipt*. If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of seventy-two (72) hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served upon delivery thereof to the addressee. Rejection or other

refusal to accept or the inability to deliver because of changed address of which no notice was given is deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other parties, in writing and given in accordance with this Section, a different address for service of notice.

13.2. Governing Law. This Agreement is subject to, and interpreted by and in accordance with, the laws of the State of Arizona. Any action to be brought under this Agreement must be filed and maintained in a court in Pima County, Arizona.

13.3. Entire Agreement. This Agreement is the entire Agreement of the Parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

13.4. Interpretation. This Agreement, and all the provisions of this Agreement, is deemed drafted by all of the Parties. This Agreement will not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

13.5. No Representations. Each Party has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon that Party's own knowledge and investigation. Neither Party has relied upon any representation or warranty of any other Party except any such representations or warranties as are expressly set forth herein.

13.6. Signing Authority. Each of the persons signing below on behalf of a Party represents and warrants that the signer has full requisite power and authority to execute and deliver this Agreement on behalf of the Party for whom the signer signs and to bind such Party to the terms and conditions of this Agreement.

13.7. Counterparts. This Agreement may be executed in counterparts, each of which is effective as an original. This Agreement becomes effective only when all of the Parties have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission or email of a counterpart signature page hereof.

13.8. Attorney's Fees and Costs. In any action brought by a Party to enforce the obligations of any other Party, the prevailing Party is entitled to collect from the opposing Party to such action such Party's reasonable litigation costs and attorney's fees and expenses, including court costs, reasonable fees of accountants and experts, and other

expenses incidental to the litigation in addition to all other relief, all of which will be set by a judge and not by a jury, to which the prevailing Party may be entitled.

13.9. Binding Affect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

13.10. No Third Party Beneficiaries. This is not a third party beneficiary contract. No person or entity other than a Party signing this Agreement has any rights under this Agreement, except as expressly provided in this Agreement.

13.11. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties, which specifically references this Agreement.

13.12. No Partnership. Nothing in this Agreement creates a partnership or joint venture, or authorizes any Party to act as agent for or representative of any other Party.

13.13. No Waiver. The failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

13.14. Time of the Essence. Time is of the essence with respect to each obligation arising under this Agreement.

13.15. Conflict of Interest. This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Buyer is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

[Remainder of page intentionally left blank]

Seller's Approval and Acceptance:

TOWN OF MARANA, an Arizona municipal corporation

_____ _____

Mayor Date

_____

(printed name)

ATTEST:

_____ _____

Town Clerk Date

APPROVED AS TO CONTENT:

_____

Town Engineer

_____

Town Parks and Recreation Director

APPROVED AS TO FORM:

_____

Town Attorney

Buyer's Approval and Acceptance:

Pima County, Arizona, a body politic and corporate

By: _____ Date: _____
Terri Spencer, Procurement Director

Recommendations for Approval:

By: _____
Dana Hausman, Acquisition Agent

By: _____
Jeffrey Teplitsky, Director, Real Property Services

Approved as to Form

_____
Rachelle Barr, Deputy Pima County Attorney

Re: 226-03-012A, 226-04-016J & 226-07-005Y

EXHIBIT 'A'
LEGAL DESCRIPTION

A portion of land within that parcel described in Pima County Records Sequence number 2019-0220197, and the adjoining parcel described in Pima County Records Sequence number 2019-0920214 within Section 17, Township 12 South, Range 12 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a brass cap stamped "RLS 28745" at the west end of the tangent in the bulb cul-de-sac of Blue Crossing Way in the El Rio at Continental Ranch Subdivision recorded at Map Book 55, Page 26 of Pima County Records, from which another brass cap stamped "RLS 28745" bears N89°21'35"E 238.65 feet at the east end of said tangent being the Basis of Bearings;

thence N27°17'54"W 318.73 feet to the northeast corner of said easement on the north line of said parcels and POINT OF BEGINNING;

thence S3°14'32"E 717.87;

thence S0°00'00"E 128.63;

thence S4°30'45"E 100.31;

thence S0°00'00"E 37.58 feet to the beginning of a tangential curve to the right having a radius of 32 feet;

thence 50.26 feet along said curve thru a central angle of 90°00'00" concave northwesterly;

thence N90°00'00"W 2.61 feet to the west boundary line of said parcels;

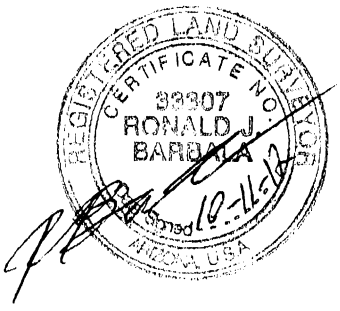
thence N0°32'09"W 289.44 feet along said west boundary line;

thence, departing said west boundary line, N3°15'08"W 726.35 feet to the north line of said parcels;

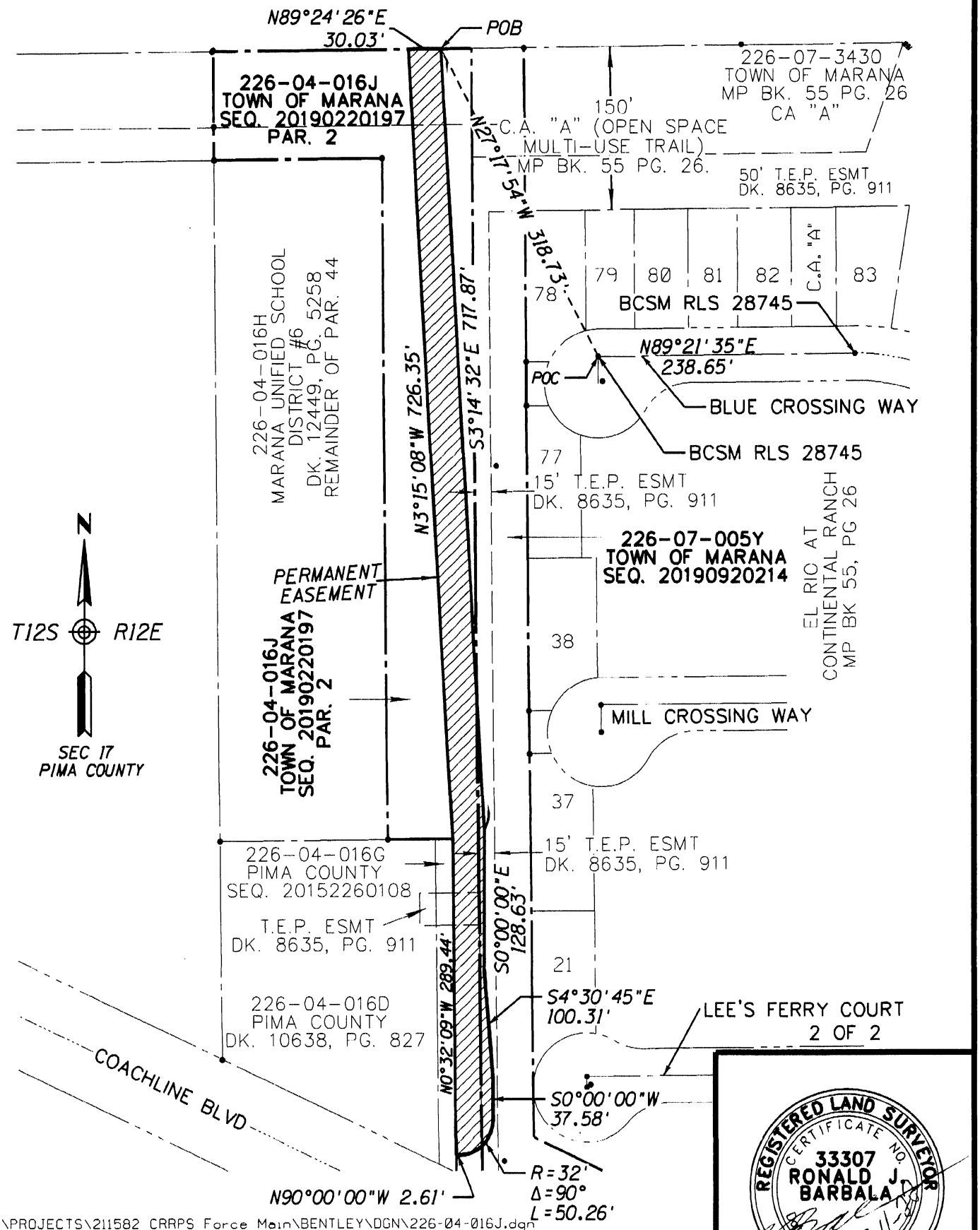
thence N89°24'26"E 30.03 feet along said north line to the POINT OF BEGINNING;

containing approximately 0.702 acre.

END OF DESCRIPTION



DEPICTION OF EXHIBIT "A" SEWER EASEMENT



P:\PROJECTS\211582 CRRPS Force Main\BENTLEY\DGN\226-04-016J.dgn

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33307
RONALD J.
BARBALA
Signed 10-11-22
ARIZONA, U.S.A.

PROJECT: 211582 CRRPS Force Main	LOCATION: PIMA COUNTY
Geomatics Consulting Group 1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027 623.580.0921	SURVEY / DATE:
	DRAWN / DATE: J DAVIS/ 7/2022
	SHEET: EASEMENT FOR APN 226-04-016J, APN 226-07-005Y

EXHIBIT B
LEGAL DESCRIPTION

A 30-foot wide strip of land within that parcel described in Pima County Records Sequence Number 2003-0880197 within Section 17, Township 12 South, Range 12 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a brass cap stamped "RLS 28745" at the west end of the tangent in the bulb culd-a-sac of Blue Crossing Way in the El Rio at Continental Ranch Subdivision recorded at Map Book 55, Page 26 of Pima County Records, from which another brass cap stamped "RLS 28745" bears N89°21'35"E 238.65 feet at the east end of said tangent being the Basis of Bearings;

thence N29°39'31"W 325.75 feet to the southwest end of the centerline of said strip easement on the south line of said parcel and POINT OF BEGINNING;

thence N3°14'32"W 24.43 feet to the beginning of a tangential curve to the right having a radius of 70.01 feet;

thence 117.71 feet along said curve thru a central angle of 96°20'01" concave southeasterly;

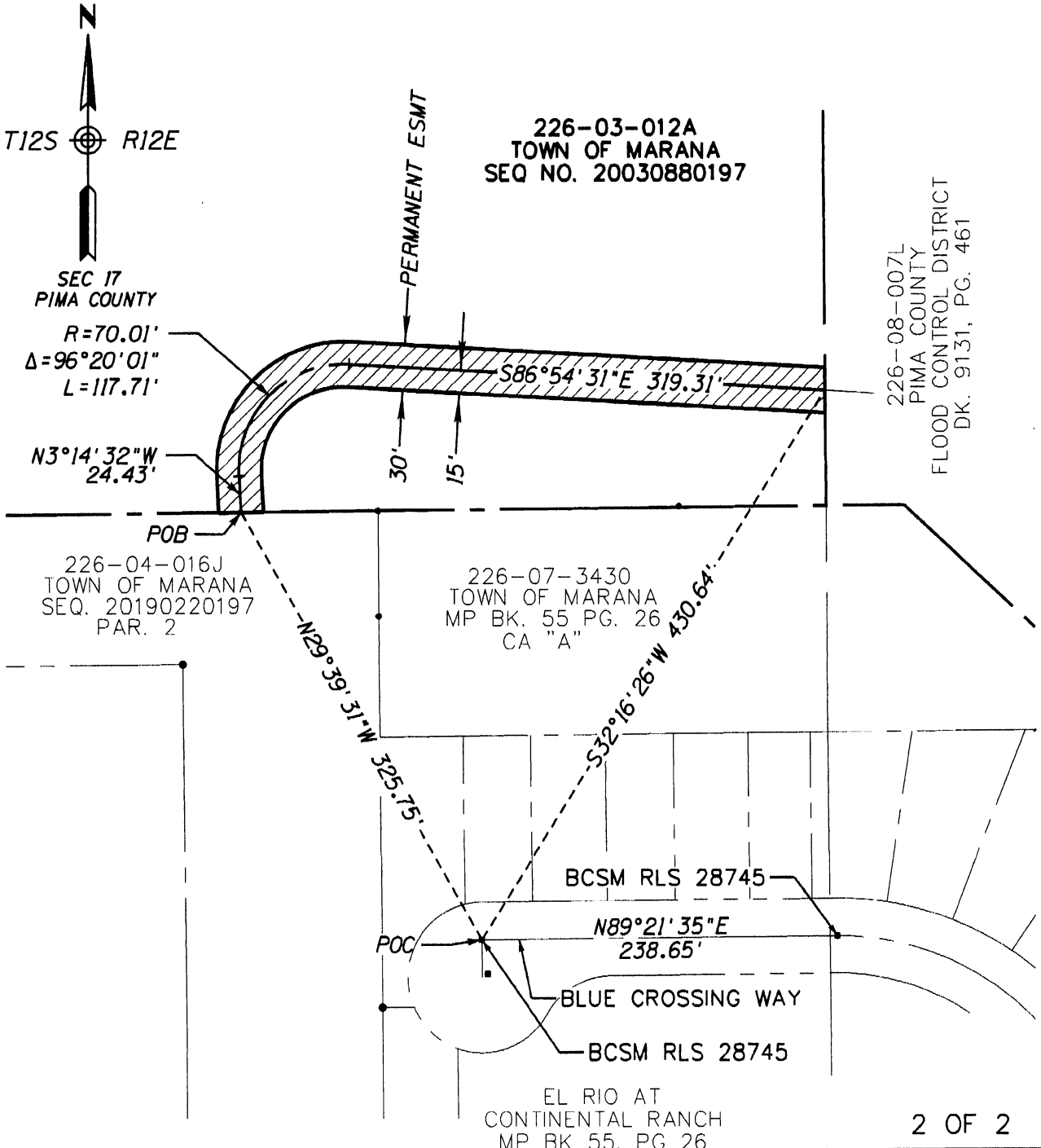
thence S86°54'31"E 319.31 feet to the east boundary line of said parcel and end of strip easement, the sidelines of which being lengthened or shortened so as to terminate in the parcel boundaries;

containing approximately 0.318 acre.

END OF DESCRIPTION



DEPICTION OF EXHIBIT B SEWER EASEMENT



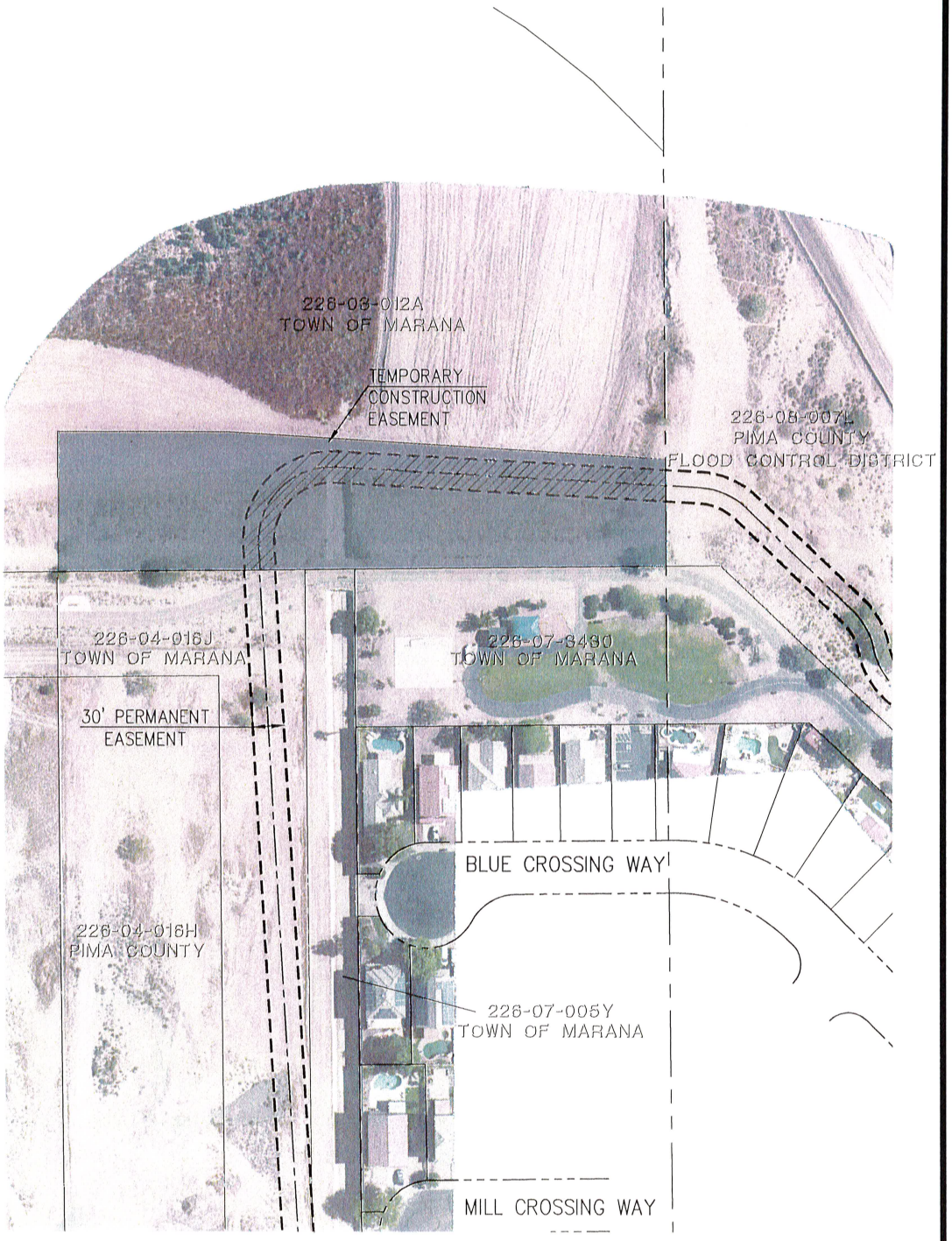
2 OF 2

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33307
RONALD J. BARBALA
Date Signed 10-11-22
ARIZONA, U.S.A.

P:\PROJECTS\211582 CRRPS Force Main\BENTLEY\DGN\226-03-012A.dgn

PROJECT: 211582 CRRPS Force Main	LOCATION: PIMA COUNTY
Geomatics Consulting Group	SURVEY / DATE:
1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027	DRAWN / DATE: J DAVIS/ 7/2022
623.580.0921	SHEET; ESMT FOR APN 226-03-012A

EXHIBIT C



LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (1.64 AC) (INCLUDES PERMANENT EASEMENT AREA)
- PERMANENT EASEMENT (0.32 AC)
- FORCE MAIN CENTERLINE

N
W E
S

0' 100'

SCALE: 1" = 100'

CONTINENTAL RANCH REGIONAL PUMP STATION FORCE MAIN

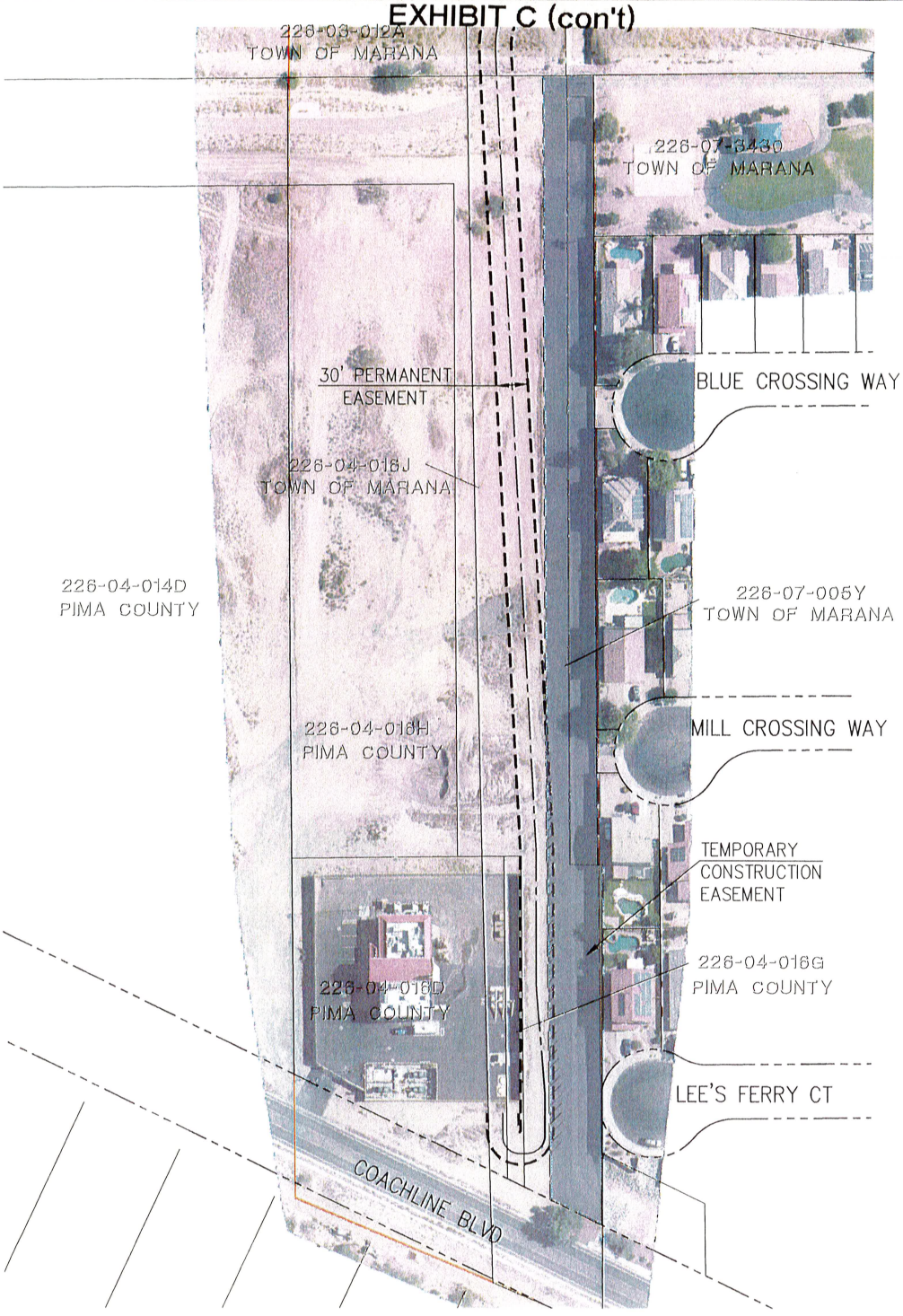
EASEMENT EXHIBIT FOR
PARCEL 226-03-012A

OCTOBER 04, 2022

WestLand Engineering & Environmental Services, Inc.
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

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EXHIBIT C (con't)



LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (1.16 AC) (INCLUDES PERMANENT EASEMENT AREA)
- PERMANENT EASEMENT (0.05 AC)
- FORCE MAIN CENTERLINE

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0' 100'
SCALE: 1" = 100'

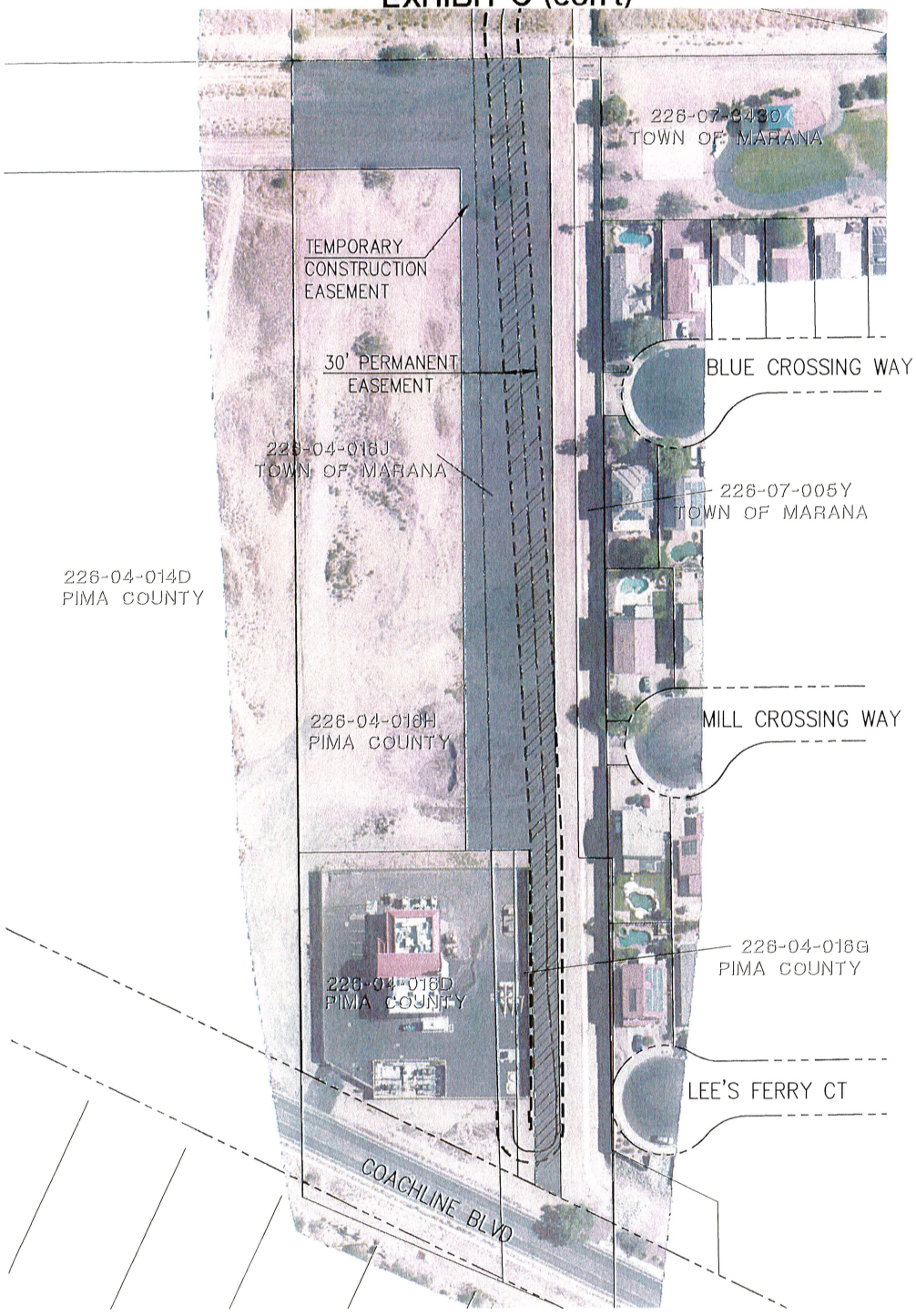
CONTINENTAL RANCH REGIONAL
PUMP STATION FORCE MAIN
EASEMENT EXHIBIT FOR
PARCEL 226-07-005Y

WestLand Engineering & Environmental Consultants, Inc.
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

OCTOBER 03, 2022

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EXHIBIT C (con't)



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (1.93 AC)
(INCLUDES PERMANENT EASEMENT AREA)

PERMANENT EASEMENT (0.65 AC)

FORCE MAIN CENTERLINE

N
W E
S

0' 100'

SCALE: 1" = 100'

CONTINENTAL RANCH REGIONAL PUMP STATION FORCE MAIN

EASEMENT EXHIBIT FOR
PARCEL 226-04-016J

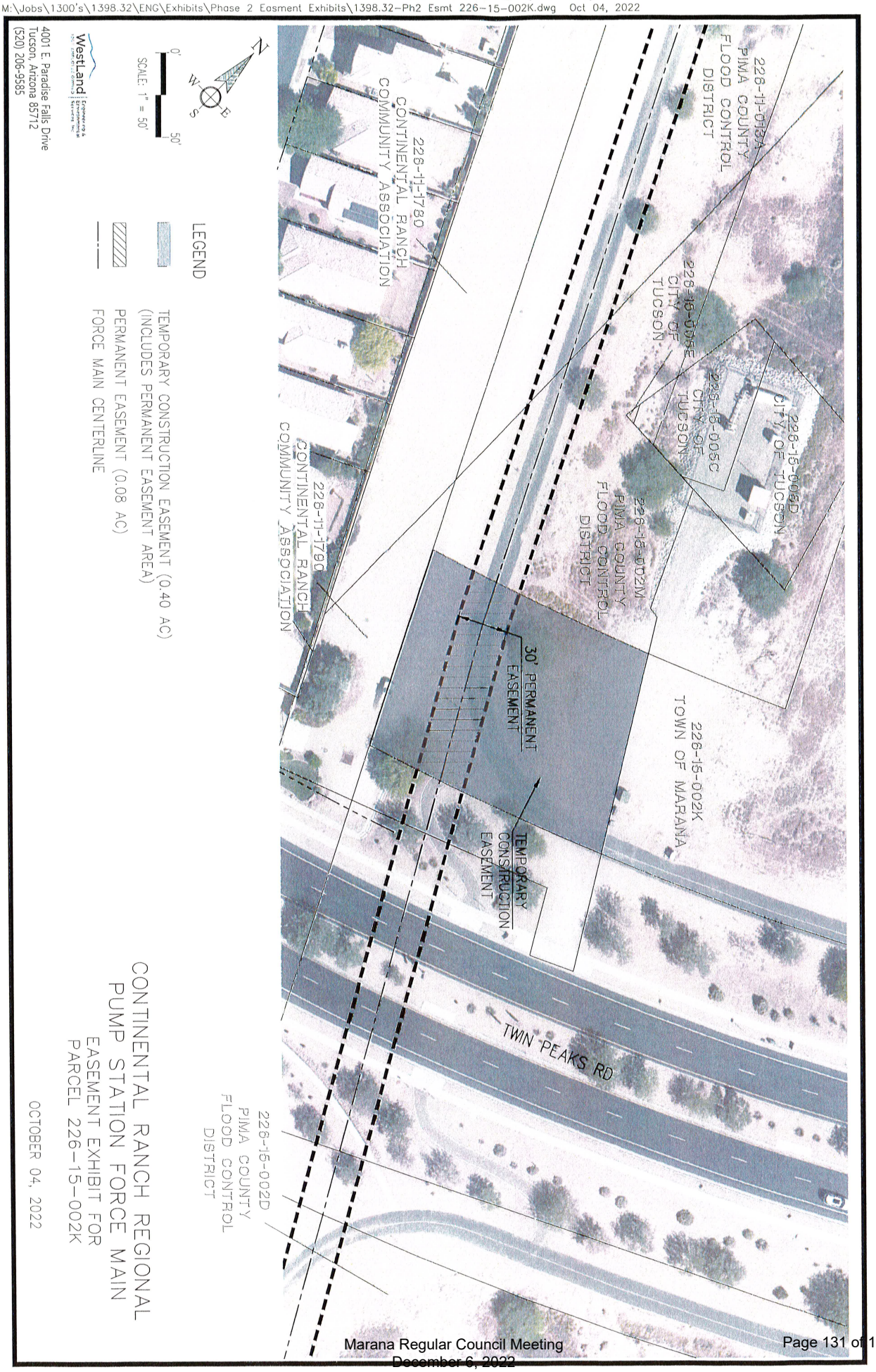
WestLand Engineering & Environmental Services, Inc.
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

OCTOBER 03, 2022

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EXHIBIT C (con't)

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WestLand Engineering & Environmental Services, Inc.
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

CONTINENTAL RANCH REGIONAL
PUMP STATION FORCE MAIN
EASEMENT EXHIBIT FOR
PARCEL 226-15-002K

OCTOBER 04, 2022

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT D

File No.: 1818817

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
   (a) Unpatented mining claims;
   (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
   (c) water rights, claims or title to water.

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

8. Taxes and assessments collectible by the County Treasurer, not yet due for the second half of 2022.

9. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.

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EXHIBIT D (con't)

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

10. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.

11. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.

12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

13. Right of way to Cortaro Water Users Association for canal rights of way, well sazites and easements, conveyed by Cortaro Farms Company to Cortaro Water Users Association by Agreement recorded in Book 107 of Miscellaneous Records, at page 151.

14. Reservation of all underground or percolating waters in Cortaro Water Users Association except that purchasers will be allowed to produce domestic water by well owners at their own expense the capacity of which shall not exceed 50 gallons per minute which is of record in the office of the County Recorder of Pima County in Book 314 of Deeds, page 445.

15. Matters as disclosed by Agreement between Dow Chemical Investment and Finance Company and School District No. 6 recorded in Docket 5347, page 317:
Amendment recorded in Docket 10042, page 1662
Partial Release recorded in Docket 10042, page 1686
Amendment recorded in Docket 10567, page 1975
Effect of Quit Claim Deed and Release recorded in Docket 10567, page 2025.

16. Provisions within Resolution No. 1986-131, Authorizing The County Attorney to Condemn, Where Necessary, The Right-of-Way Required For Santa Cruz River Channelization, recorded in Docket 7830, page 886.

17. Matters as set forth in Master Sanitary Sewer Construction and Service Agreement recorded in Docket 8054, page 2344.
Assignment and Assumption Agreement recorded in Docket 9426, page 826 and re-recorded in Docket 9501, page 1627 and in Docket 10233, page 2569;
Public Sewer Easement Encroachment Agreement recorded in Sequence No. 2012-0100147.

18. Easement for electric lines, and rights incident thereto, as set forth in instrument recorded in Docket 8635, page 911.

19. Provisions within Resolution No. 1996-FC6 Authorizing to Condemn For Flood Control Protection Improvements Along The Lower Santa Cruz River, recorded in Docket 10325, page 1238 .

20. Any matters as disclosed by surveys/maps attached to instrument recorded in Docket 10567, page 2025.

21. Terms and conditions as contained in instrument entitled Agreement For Water Service recorded in Docket 10945, page 1021;

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 1818817
ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

EXHIBIT D (con't)

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Amendment recorded in Docket 10945, page 1087 and re-recorded in Docket 11004, page 10;
Assignment recorded in Docket 11069, page 1008.

22. Provisions within instrument entitled Certified Copy of Resolution/Order No 99-002, of the Northwest Fire District: Change of District Boundaries, recorded in Docket 10982, page 41.

23. Easement for drainage and rights incident thereto, as set forth in instrument recorded in Docket 11548, page 2643.

24. Memorandum to name street or easement recorded in Docket 11780, page 1809.

25. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Docket 11919, page 4923 and re-recorded in Docket 11928, page 6229.

26. Reservation of Easement for utilties and rights incident thereto, as set forth in instrument recorded in Docket 12045, page 381.

27. Provisions within Resolution No. 2004-38, Relating to Planning; Amending The Pima County Comprehensive Plan and Use Map, recorded in Docket 12243, page 5327.

28. Terms and conditions as contained in instrument entitled License Agreement recorded in Docket 12247, page 3335.

29. Terms and conditions of Shared Use Path and Maintenance Easement and rights incident thereto, as set forth in instrument recorded in Sequence No. 2017-0740623.

30. Matters shown on survey recorded in Sequence No. 2017-3420466.

31. Matters shown on survey recorded in Sequence No. 2020-0590090.

32. Established and/or existing roads, roadways, right of ways, streets or highways.

33. Liabilities and obligations imposed upon said land by reason of its inclusion within Continental Ranch Community Association, an Arizona non-profit corporation.

34. Liabilities and obligations imposed upon said land by reason of its inclusion within Town of Marana General Plan.

35. Any adverse claim based upon the assertion that:
a. Some portion of said land has been created by artificial means or has accreted to such portion so created;
b. Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Santa Cruz River or has been formed by accretion to any such portion.
c. Some portion of said land has been removed by erosion or by an avulsive movement of the Santa Cruz River;
d. Said land or any part thereof is now or at any time has been below the high watermarks of the Santa Cruz River, in the event the boundary of said river has been artificially raised or is now or at any time has been below the high water mark, if said river is in its natural state.

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EXHIBIT E

PUBLIC SEWER EASEMENT

For valuable consideration, Town of Marana, an Arizona municipal corporation, "Grantor", does hereby grant to Pima County, a political subdivision of the State of Arizona, "County", a permanent easement (the "Easement") for the construction, installation, maintenance, repair, operation, replacement and removal of sewer lines, manholes and appurtenances (collectively, "Facilities") in, over, under and across the real property described on the attached **Exhibits "A" and "B"** (the "Property") and depicted on the attached **Exhibits "A-1" & "B-1"**.

County acknowledges that the Grantor will be constructing a parking lot within the Property, which will include the following improvements: asphalt surface parking area with bumper curbs and striping, signage, concrete vertical curbs, handrails, bollards, concrete sidewalks, asphalt pathways, and decorative landscaping ground cover. County hereby consents to the above noted parking lot improvements and deems these improvements compatible with the exercise of the Easement by County. Grantor agrees to maintain the Easement free of any and all other structures, improvements or encroachments that would block or impede County from driving large sewer maintenance vehicles along this Easement to the County Facilities or from constructing, installing, maintaining, repairing, operating or removing the Facilities.

County may, without notice and without prior institution of any suit or proceeding at law, enter on the Property at any time for the purpose of construction, maintenance, repair, service, replacement and removal of any County Facilities. Following any use of the Property for the above purposes, County will reasonably restore the Property, and all compatible improvements, to their general condition existing prior to County's use provided, however, County will not replace, repair, or restore structures, improvements or encroachments incompatible with the exercise of the Easement, nor shall County reimburse Grantor for losses associated with damage or removal of structures, improvements, and encroachments incompatible with exercise of the Easement.

This Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Property and shall be binding upon County and Grantor and their respective successors, heirs, and assigns. Grantor warrants that Grantor has good title to the Property and warrants the County title to and quiet enjoyment of the Easement. Upon execution, the Easement shall be recorded with the Pima County, Arizona, Recorder's Office. The grants, covenants and provisions herein shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties hereto.

The landscaping within all public sewer easements shall be in accordance with the current guidelines of Pima County Regional Wastewater Reclamation Department Engineering Design Standards.

Agent: DH	S17/T12S/R12E	P [X] De [ ] Do [ ] E [ ]

THIS EASEMENT granted this _____ day of _____, 2022.

TOWN OF MARANA, an Arizona municipal corporation

By: _____

Title: _____

STATE OF ARIZONA)
) §
COUNTY OF PIMA)

This instrument was acknowledged before me this ___ day of _____, 2022, by _____ as _____ of Town of Marana.

_____
Notary Public

(Seal)

Agent: DH	S17/T12S/R12E	P [X] De [ ] Do [ ] E [ ]

EXHIBIT F

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, Town of Marana, an Arizona municipal corporation ("Grantor") grants unto **Pima County**, a political subdivision of the State of Arizona ("County") an exclusive Temporary Construction Easement over and upon the real property depicted on the attached **Exhibit "A"** (the "Property") for construction activities associated with the Continental Ranch Pump Station Force Main Sewer Improvement Project.

This Easement is subject to the following terms:

1. This Easement shall be effective, and County shall have a right to utilize the Property upon the start of construction and shall terminate upon the earlier of (i) 12 months after its effective date; or (ii) the completion of construction of the project.
2. Upon the completion of construction activities on the Property, County will remove all materials and supplies and leave the Property in a clean and graded condition.
3. Nothing herein contained shall be construed as granting title to the Property or as vesting in County any right of entry to the Property after the termination of this Easement.
4. County shall indemnify, defend and hold harmless Grantor from any and all present or future claims, demands, and causes of action in law or equity caused by the negligent or intentionally wrongful acts of the officers, authorized agents and/or employees of County, in connection with the work done pursuant to this Easement.

Signed this ___ day of _____, 20___.

TOWN OF MARANA, an Arizona municipal corporation

By:_____

Title:_____

STATE OF ARIZONA)
) §
COUNTY OF PIMA)

This instrument was acknowledged before me this __ day of _____, 20___, by _____ as _____ of Town of Marana.

(Seal)

_____
Notary Public

PROJECTS

Project Overview

Tucson Boulevard Diversion Structure Replacement

Continental Ranch Force Main Augmentation

Old Nogales Interceptor

Completed Project Archive

Construction Alerts

COACHLINE BLVD. EAST OF LAMBERT LANE

Delivery of Pipe to Begin Mid-May
May 4, 2022

SANTA CRUZ RIVER FROM INA TO SILVERBELL PARK

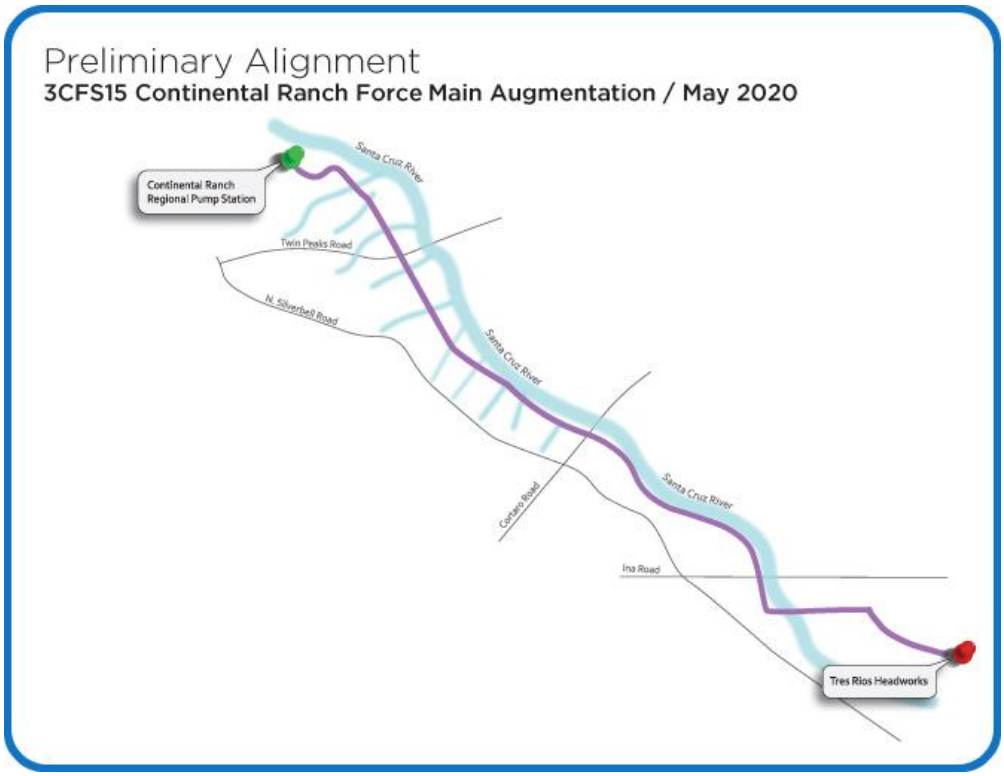
Trenching Begins for 24-inch Pipe
Apr 28, 2022

Underground Utility Investigation Begins
Nov 12, 2020

EL RIO PRESERVE PARK AND INA ROAD

Geotechnical Boring and Soil Sampling Begin July 15
Jul 10, 2020

Continental Ranch Regional Pump Station Force Main Augmentation



The Pima County Regional Wastewater Reclamation Department (RWRD) and its Design-Build Team, consisting of Borderland Construction, B&F Contracting, and Westland Resources, will soon begin a project to design and build seven miles of new dual force main sewer in Pima County, northwest Tucson/Marana area (see map). A force main is a pressurized sewer pipe that conveys wastewater where gravity sewage flows are not possible. Pumps push the sewage through the force main from lower to higher elevations or across landscapes where deep excavation is not feasible.

RWRD owns and operates the Continental Ranch Regional Pump Station (CRRPS) located on Coachline Boulevard approximately one-half mile east of Silverbell Road, and halfway between Twin Peaks Road and Avra Valley Road. The CRRPS delivers wastewater to the Tres Ríos Water Reclamation Facility (WRF) located on the west side of Interstate 10 near Ina Road, by means of an existing force main routed generally along the west bank of the Santa Cruz River to Cortaro Road, to Silverbell Road, to Ina Road, and then along the south side of Ina Road to the facility.

The addition of the dual-pipe force main between the CRRPS and Tres Ríos WRF will increase sewer conveyance capacity, operational flexibility, and adds redundancy to the existing pump station operations. The new dual force main will follow a similar alignment along the western bank of the Santa Cruz River, but vary as needed to optimize construction and operations.

Design phase services to establish the new force main alignment and footprint started on April 13, 2020 and will take approximately 9-12 months to complete. Construction is slated to begin in early 2021. We expect the new force mains to be complete by late 2022. There may be preconstruction field investigations along the alignment prior to construction.

Check this page for updated project information or the latest traffic alerts detailing preconstruction field investigations that may have impacts to the traveling public. You can also sign up to receive electronic notifications.

PIMA COUNTY

Stay in touch or send us your comments

Want more information? Have a problem? A suggestion? Sign up with your email address to receive project updates or send us your comments.

Name

Email Address

All Projects

Message

SUBMIT

FOR MORE INFORMATION

Sewer Improvement Hotline
622-2527
Available 24 hours a day

Pima County Operations
724-6500
Available 24 hours a day