MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 21, 2023, 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 February 21, 2023, 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

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

P2 Relating to Strategic Planning; presentation and discussion regarding the Town's progress in implementing the Marana Strategic Plan Five (Andrea Caicedo)

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. 2023-015: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2022-2023 Community Development Block Grant Program (Lisa Shafer)

C2 Resolution No. 2023-016: Relating to Municipal Court; approving the appointment of Eva Bacal and Stuart de Haan as magistrates pro tempore for the Marana Municipal Court (Laine McDonald)

C3 Resolution No. 2023-017: Relating to Public Works; approving and authorizing the Mayor to sign a public improvement participation agreement with TKC Marana, LLC for the construction of water improvements as part of the Tangerine Road water main project (Jane Fairall)

C4 Approval of Regular Council Meeting Summary Minutes of February 7, 2023 (David L. Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2023-018: Relating to Boards, Commissions and Committees; rescinding Marana Resolution No. 2011-100 and dissolving the Marana Citizens' Forum (Andrea Caicedo)

B2 Relating to Boards, Commissions and Committees; presentation, discussion, and possible direction regarding the new iteration of the Marana Citizens' Forum, including discussion of Forum membership, procedures, and implementation of recommendations (Andrea Caicedo)

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2023.004: 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); and approving and authorizing the Mayor to sign the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project (Brian Varney)

A2 PUBLIC HEARING: Ordinance No. 2023.005: Relating to Land Development; revising Marana Town Code Title 17 (Land Development), Chapter 17-3 (Administration and Enforcement), Section 17-3-1 (Amendment and Rezoning) to add provisions relating to a citizen review process for rezoning applications; and designating an effective date (Steve Cheslak)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

D2 Relating to Budget; discussion, direction, and possible action regarding development of the fiscal year 2023/2024 budget, including proposed budget initiatives and expenditures (Terry Rozema)

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **P1**

Meeting Date: 02/21/2023

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: February 21, 2023

Strategic Plan Focus Area:
Not Applicable

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

Discussion:

The purpose of this item is to present a summary of the Town's second quarter financial results (July-December) for the Town's General Fund and other selected major funds for fiscal year 2022-2023. It is important to note that these results are preliminary, unaudited and subject to change based upon adjusting entries, as necessary. The attached provides a high-level revenue and expenditure summary at the end of the current quarter.

Revenue

Overall, revenues are within or above expectations for all funds at this time of the year except for the Water Fund.

- Revenues for the General Fund are better than expected due to consistently better than anticipated sales taxes in most categories.
- HURF fund revenues are just above expectations due to strong activity related to vehicle related tax categories.
- Bed Tax fund revenues are above expectations due to a better than anticipated occupancy rates and revenues in the hospitality industry.
- Half Cent Sales Tax fund revenues which will be used for the multi-generational community and aquatics center is averaging about $625,000 per month since its inception.

- Charges for services revenues in the enterprise funds are within expectations for this time of year.

Additional detail on these variances is included within the visualization slides attached to this item.

Expenditures
Expenditures in all funds are at or below expectations. This is partly due to the timing of one-time projects and programs some of which are multi-year in nature including the Tangerine Road widening east of I-10 and the multigenerational community and aquitics center. The Water and Water reclamation funds are within expectations and in line with prior year activity when excluding prior year emergency repairs.

The quarterly update will be available on the Town's website following tonight's meeting. The public may interact with the Power BI tool by drilling down into the data. The tool can be found on the following page:
http://www.maranaaz.gov/financial-documents

Staff Recommendation:
Presentation of second quarter results only.

Suggested Motion:
Presentation of second quarter results only.

Attachments

FY2022-2023 Second Quarter Financial Update

Financial Brief: Second Quarter

Fiscal Year

2022 – 2023

Prepared by: Finance Department

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FISCAL YEAR 2022 - 2023 SECOND QUARTER FINANCIAL BRIEF

This financial brief is intended to provide a broad overview and status of revenues and expenditures for the Town's selected major funds through the second quarter of fiscal year 2023 (July 2022 - December 2022). Major funds included in this financial brief are the General Fund, Highway User Revenue Fund (HURF), Bed Tax Fund, Half Cent Sales Tax Fund and Transportation Fund. Also included are the enterprise funds Airport, Water, and Water Reclamation. Please note that all amounts are preliminary, un-audited and subject to change based upon adjusting entries, as necessary.

The table below shows an overview for each fund.

	REVENUES			EXPENDITURES			OVER/UNDER
Fund	FY 2023 Budget	Actual	% Budget	FY 2023 Budget	Actual	% Budget	YTD Over/Under
GENERAL FUND	67,126,259	37,001,439	55%	88,640,610	29,887,595	34%	7,113,844
HURF	4,807,629	2,836,710	59%	5,358,694	1,639,787	31%	1,196,923
TRANSPORTATION FUND	6,850,000	7,063,679	103%	26,964,539	2,458,576	9%	4,605,103
BED TAX FUND	1,338,158	745,648	56%	1,338,158	739,580	55%	6,068
1/2 CENT SALES TAX	6,000,000	3,707,875	62%	12,000,000	552,721	5%	3,155,154
WATER FUND	9,526,712	4,269,650	45%	12,372,865	4,037,682	33%	231,968
WATER RECLAMATION FUND	3,862,945	1,801,724	47%	5,619,363	915,665	16%	886,059
AIRPORT FUND	629,423	91,969	15%	629,423	195,129	31%	-103,160

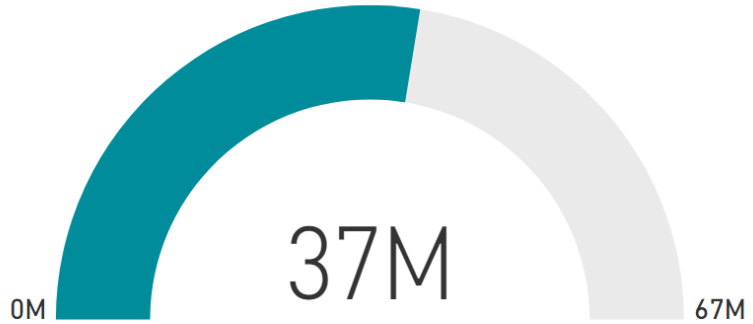
Click HERE for a User Guide and FAQ about this report

FY 2022-2023 SECOND QUARTER: GENERAL FUND REVENUES

Select Revenue or Expense

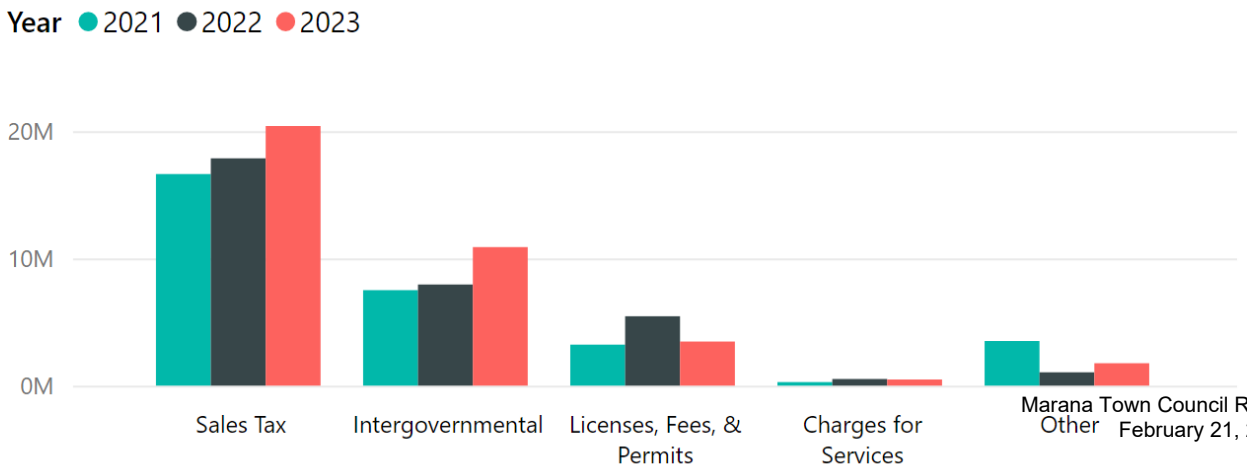
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Sales Tax	36,215,052	20,405,566	56%
Intergovernmental	20,148,736	10,888,717	54%
Licenses, Fees, & Permits	8,633,000	3,464,973	40%
Charges for Services	807,000	481,782	60%
Other	1,322,471	1,760,400	133%
Total	**67,126,259**	**37,001,439**	**55%**



General Fund Relevant Information

The General Fund is the Town's primary operating fund. Sales Tax, Intergovernmental Revenues and Licenses, Fees, & Permits make up over 95% of budgeted revenues for the fund. Overall, collections are above expected levels through the second quarter of FY 2023 due to stronger than anticipated sales tax and high contracting taxes which may moderate later in the year. Intergovernmental Revenues include amounts received from the State's shared revenue program and are distributed based upon population estimates and economic conditions. Licenses, Fees, & Permits include Single Family Residential (SFR) permit revenue which is below expectations due to a drop in permits issuance. Other revenues, comprised of various



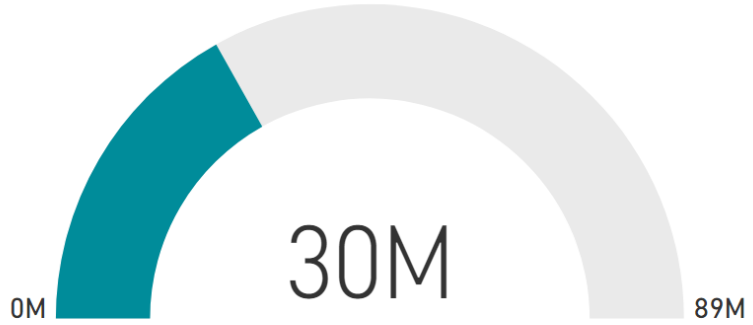
Category	2021	2022	2023
Sales Tax	16,630,265	17,865,199	20,405,566
Intergovernmental	7,503,228	7,948,598	10,888,717
Licenses, Fees, & Permits	3,220,938	5,453,151	3,464,973
Charges for Services	277,819	521,080	481,782
Other	3,506,351	1,047,438	1,760,400
Total	**31,138,600**	**32,835,465**	**37,001,439**

FY 2022-2023 SECOND QUARTER: GENERAL FUND EXPENSES

Select Revenue or Expense

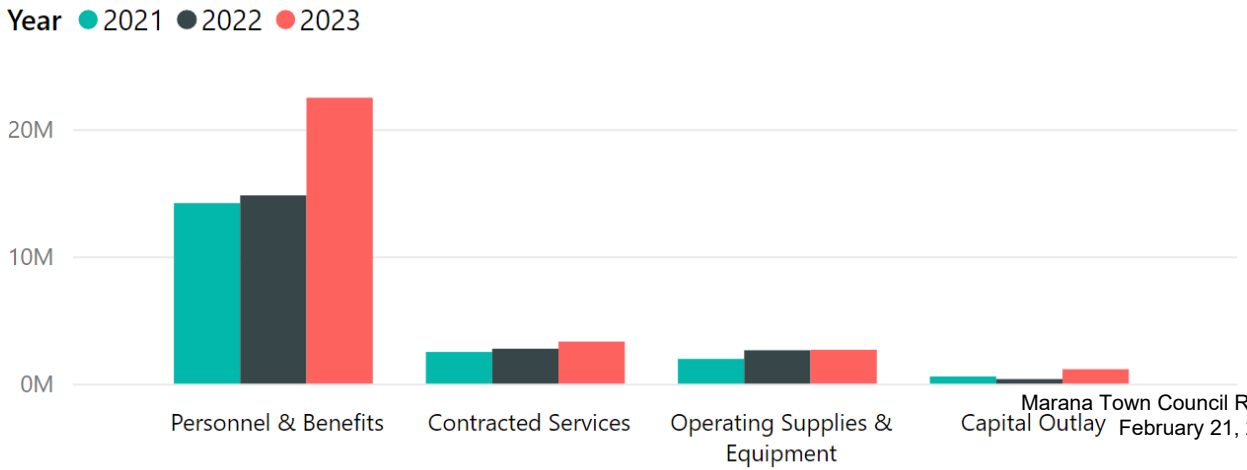
- EXPENSES
- REVENUES

Category	FY 2023 Budget	Actual	% Budget
Personnel & Benefits	45,770,799	22,472,610	49%
Contracted Services	8,904,702	3,304,329	37%
Operating Supplies & Equipment	7,765,746	2,662,077	34%
Capital Outlay	5,101,460	1,134,187	22%
Other Financing Uses	21,097,903	314,393	1%
Total	**88,640,610**	**29,887,595**	**34%**



General Fund Relevant Information

General Fund expenses through the second quarter of FY2023 are overall as expected. Personnel & Benefits is currently higher than historical levels due to a one-time $6.0M payment to PSPRS, but also as a result of higher payroll resulting from the Town's compensation study. However, wage expenses are below expectations due to persistent vacancy rates. Capital Outlay is associated with a number of projects and capital equipment purchases many of which should happen later in the fiscal year. Other Financing Uses is related to budgeted transfers which will occur later in the fiscal year.



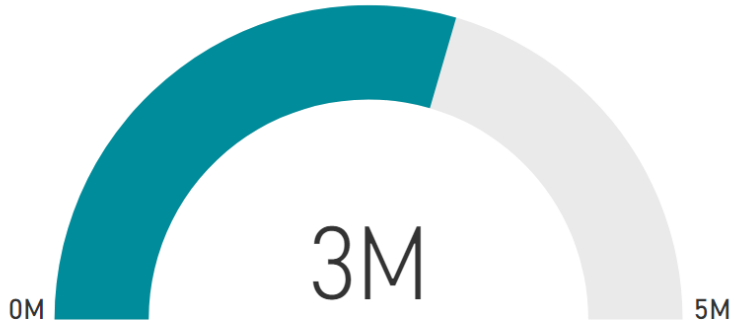
Category	2021	2022	2023
Personnel & Benefits	14,188,206	14,798,293	22,472,610
Contracted Services	2,491,433	2,746,187	3,304,329
Operating Supplies & Equipment	1,943,796	2,622,777	2,662,077
Capital Outlay	561,995	357,220	1,134,187
Other Financing Uses	1,081,168	390,087	314,393
Total	**20,266,597**	**20,914,563**	**29,887,595**

FY 2022-2023 SECOND QUARTER: HURF REVENUES

Select Revenue or Expense

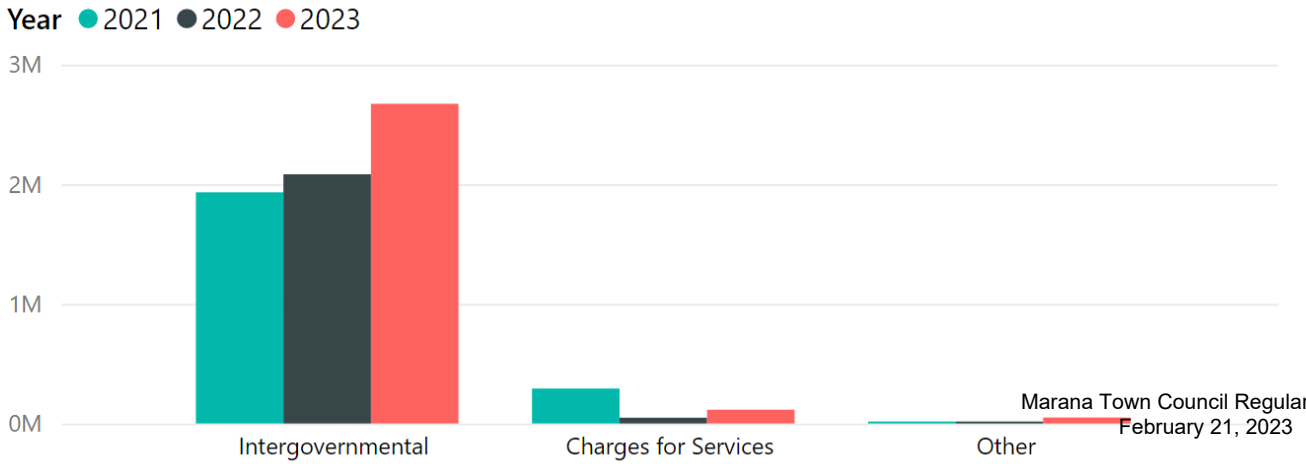
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Intergovernmental	4,802,629	2,672,019	56%
Charges for Services	0	115,029	0%
Other	5,000	49,662	993%
Total	**4,807,629**	**2,836,710**	**59%**



HURF Relevant Information

The Highway User Revenue Fund or HURF is set by the collection of fees and taxes from users of the State's roads and highways which the State collects. Cities and towns receive a percentage of revenues based on population estimates and gasoline sales within each county. Second quarter HURF revenue collections are overall above forecasted levels due to better than anticipated activity. Charges for services are payment in lieu of fees collected from third parties to be expended for the preservation of roads. Other revenue is comprised of investment income.



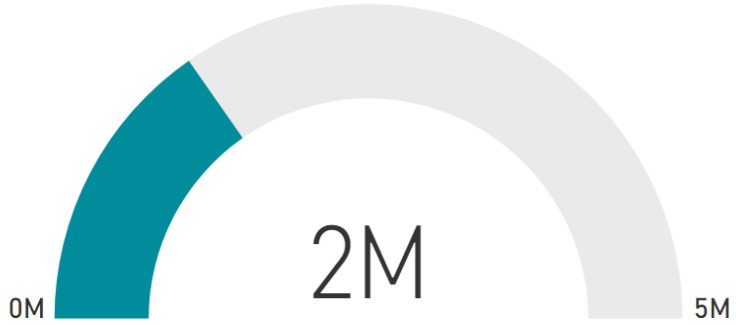
Category	2021	2022	2023
Intergovernmental	1,932,012	2,083,093	2,672,019
Charges for Services	292,021	48,098	115,029
Other	480	7,620	49,662
Total	**2,224,514**	**2,138,812**	**2,836,710**

FY 2022-2023 SECOND QUARTER: HURF EXPENSES

Select Revenue or Expense

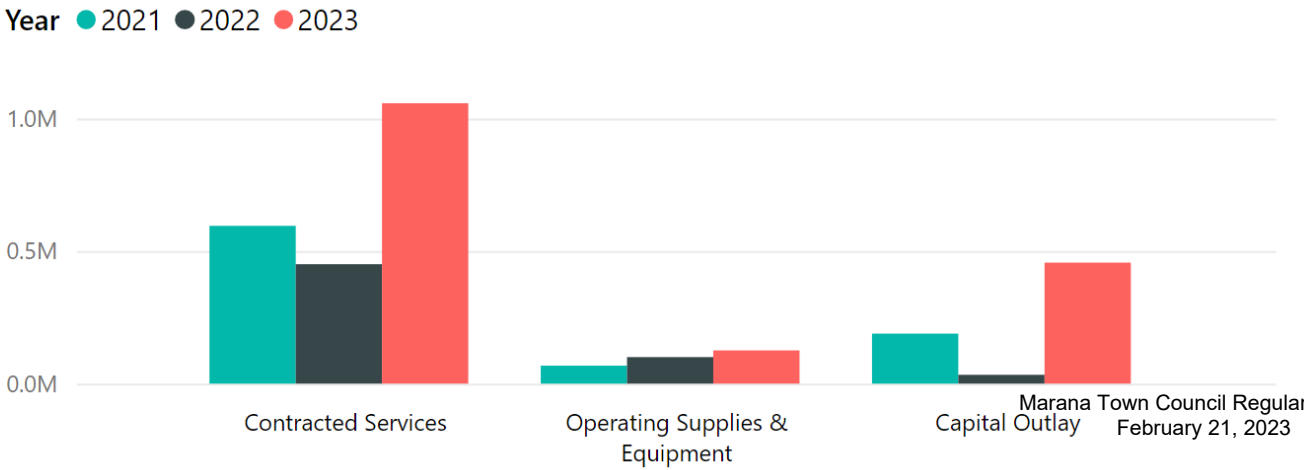
- ■ EXPENSES
- □ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Contracted Services	3,939,894	1,057,944	27%
Operating Supplies & Equipment	287,950	125,336	44%
Capital Outlay	930,850	456,508	49%
Other Financing Uses	200,000		
Total	**5,358,694**	**1,639,787**	**31%**



HURF Relevant Information

HURF expenses are overall below budgeted amounts through the second quarter of FY2023. Contracted Services is below budget due to the timing of the Town's Pavement Preservation Program, a portion of which was carried over from the prior year due to material shortages, with the main project planned for the last quarter of the year. Operating Supplies & Equipment are in line with expectations as the Town continues the multi-year process of converting to LED street lamps which generate savings in utility costs. Capital Outlay is associated with vehicle/equipment purchases some of which have yet to occur. Other Financing Uses is restricted budget for possible monsoon storm damage or other unanticipated needs.



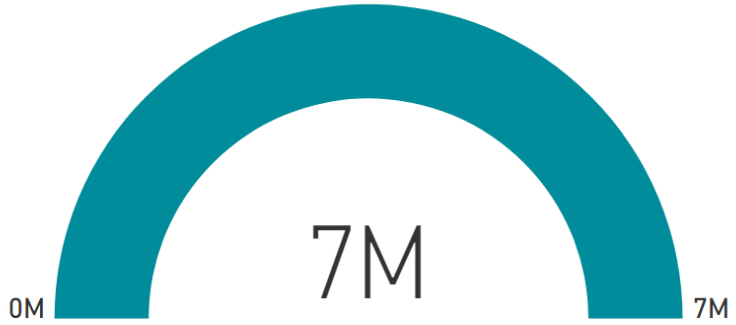
Category	2021	2022	2023
Contracted Services	595,294	450,599	1,057,944
Operating Supplies & Equipm...	67,802	100,075	125,336
Capital Outlay	188,613	33,282	456,508
Total	**851,710**	**583,955**	**1,639,787**

FY 2022-2023 SECOND QUARTER: TRANSPORTATION FUND REVENUES

Select Revenue or Expense

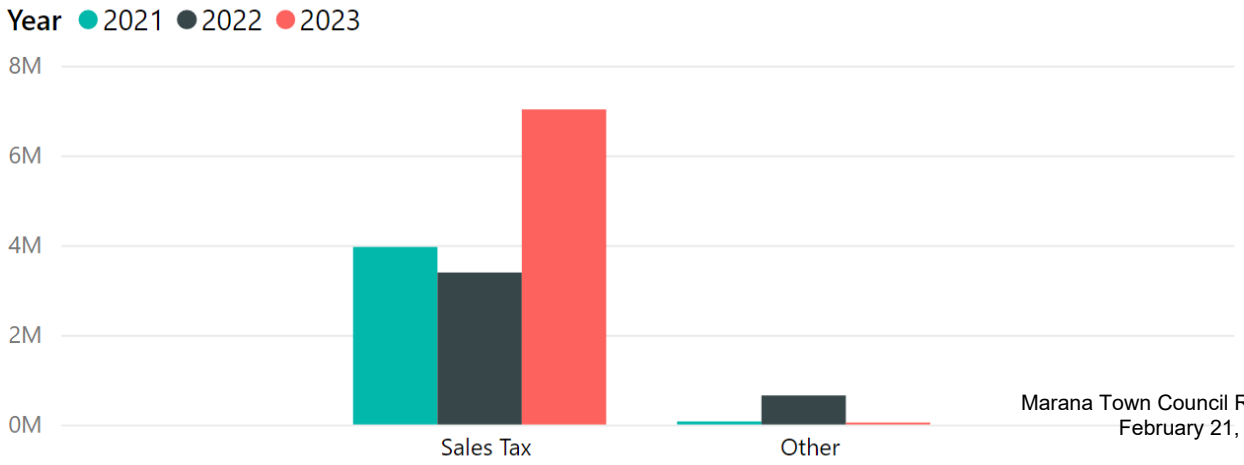
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Sales Tax	6,750,000	7,022,586	104%
Other	100,000	41,093	41%
Total	**6,850,000**	**7,063,679**	**103%**



Transportation Fund Relevant Information

The Transportation Fund is comprised of 75% of all contracting taxes collected by the Town and is to be used for new road construction and reconstruction projects. Second quarter revenue collections are above expectations due to high construction activity throughout the Town as home builders complete home construction and due to a number of commercial projects. However, permit issuance for residential housing is significantly lower than the same period in the prior year, and as such revenues in this fund should reflect this reduction in future periods. Other budgeted revenue is comprised of investment income and one-time third party contributions.



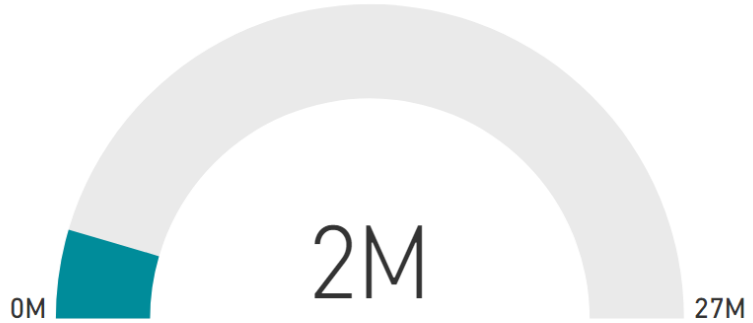
Category	2021	2022	2023
Sales Tax	3,956,700	3,387,341	7,022,586
Other	67,349	647,071	41,093
Total	**4,024,048**	**4,034,412**	**7,063,679**

FY 2022-2023 SECOND QUARTER: TRANSPORTATION FUND EXPENSES

Select Revenue or Expense

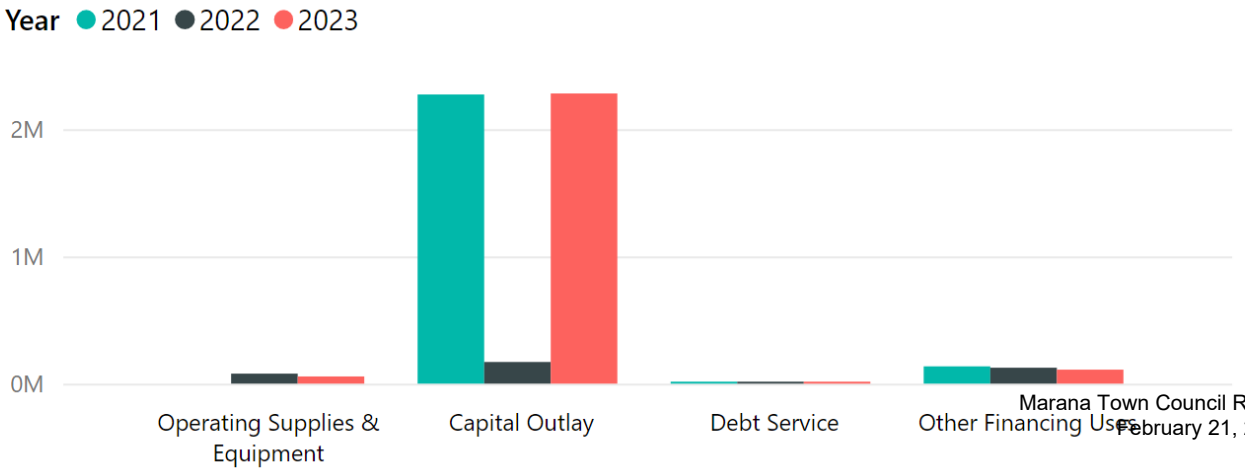
- EXPENSES
- REVENUES

Category	FY 2023 Budget	Actual	% Budget
Operating Supplies & Equipment	738,500	56,402	8%
Capital Outlay	24,601,871	2,280,790	9%
Debt Service	10,000	11,513	115%
Other Financing Uses	1,614,168	109,872	7%
Total	**26,964,539**	**2,458,576**	**9%**



Transportation Fund Relevant Information

Transportation Fund expenses are below budgeted levels through the second quarter of FY2023. Operating Supplies & Equipment is associated with ongoing developer reimbursements paid on a semi-annual basis. Capital Outlay is associated with CIP projects which are getting underway, including Tangerine Road widening east of I-10 and Twin Peaks Road & Rattlesnake Pass widening. Other Financing Uses is associated with planned transfers related to debt service.



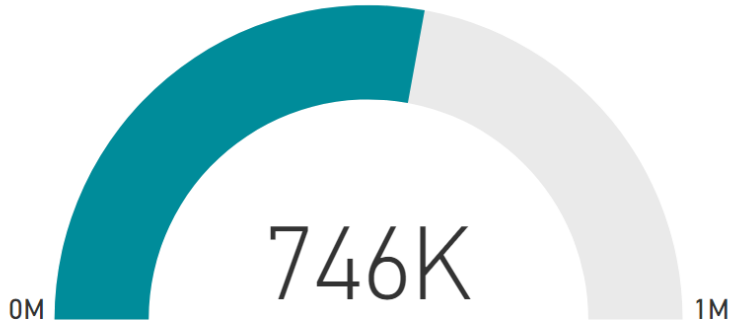
Category	2021	2022	2023
Operating Supplies & Equipm...	0	78,549	56,402
Capital Outlay	2,272,803	170,109	2,280,790
Debt Service	12,042	12,154	11,513
Other Financing Uses	135,736	125,078	109,872
Total	**2,420,581**	**385,890**	**2,458,576**

FY 2022-2023 SECOND QUARTER: BED TAX FUND REVENUES

Select Revenue or Expense

- ☐ EXPENSES
- ■ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Sales Tax	1,338,158	745,648	56%
Total	**1,338,158**	**745,648**	**56%**



Bed Tax Fund Relevant Information

The Bed Tax Fund accounts for the collection of the discriminatory portion of revenues restricted for tourism initiatives. Second quarter revenue collections for FY2023 are currently above expectations, heading into the third quarter that normally results in high revenues due to a number of events in the area including the Gem show exhibition. Recent month trends indicate these revenues will likely exceed anticipated revenues.



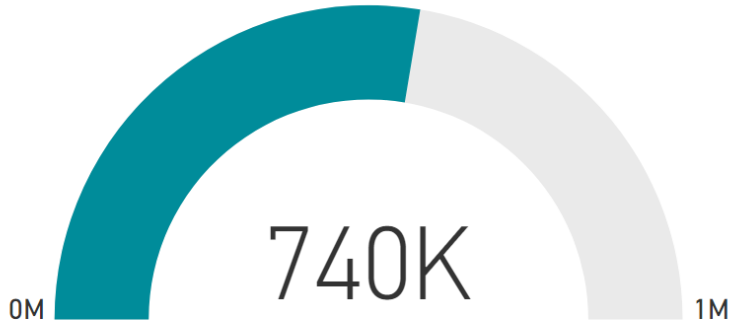
Category	2021	2022	2023
Sales Tax	644,459	736,486	745,648
Total	**644,459**	**736,486**	**745,648**

FY 2022-2023 SECOND QUARTER: BED TAX FUND EXPENSES

Select Revenue or Expense

- ■ EXPENSES
- □ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Personnel & Benefits	152,880	19,907	13%
Contracted Services	957,242	719,672	75%
Operating Supplies & Equipment	145,044		
Other Financing Uses	82,992		
Total	**1,338,158**	**739,580**	**55%**



Bed Tax Fund Relevant Information

As a whole, the Bed Tax Fund is spending it's resources as expected through the second quarter of FY2023. Personnel costs are below expectations due to a vacant position funded with bed tax funding which should be filled in the next quarter. Increased costs in contracted services is related to the annual State Land lease payment, which was made made in the first quarter this year. Other Financing Uses is restricted budget for unanticipated needs.



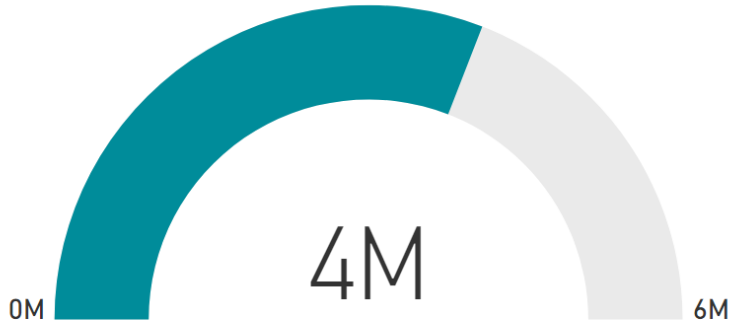
Category	2021	2022	2023
Personnel & Benefits	65,046	67,709	19,907
Contracted Services	697,424	697,524	719,672
Operating Supplies & Equipment	29	30	
Total	**762,499**	**765,262**	**739,580**

FY 2022-2023 SECOND QUARTER: HALF CENT SALES TAX FUND REVENUES

Select Revenue or Expense

- ☐ EXPENSES
- ■ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Sales Tax	6,000,000	3,707,875	62%
Total	**6,000,000**	**3,707,875**	**62%**



1/2 Cent Sales Tax Fund Relevant Information

Town Council adopted Ordinance 2021.022 to amend the Town Tax Code by increasing the tax rate on certain activities by one-half cent for a new multi-generational recreation facility. Collections are above expectations through the second quarter. To date, a total of $6.7 million has been collected over the last 11 months at a monthly average of about $610,000.



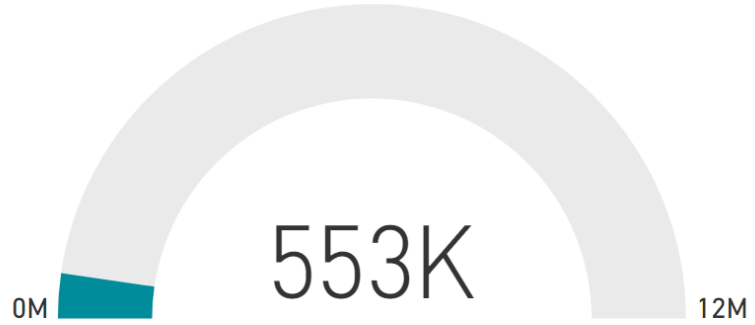
Category	2023
Sales Tax	3,707,875
Total	**3,707,875**

FY 2022-2023 SECOND QUARTER: HALF CENT SALES TAX FUND EXPENSES

Select Revenue or Expense

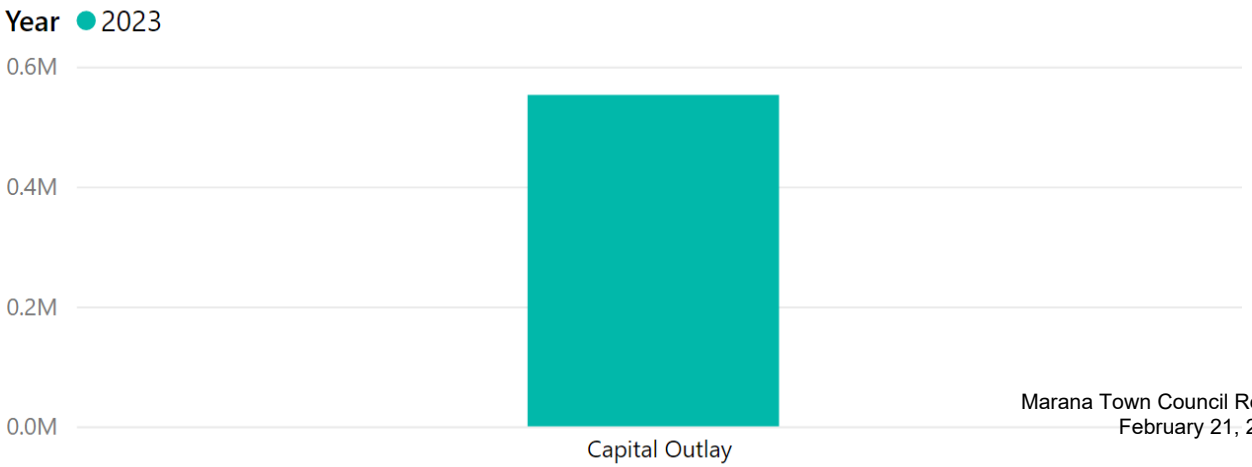
- EXPENSES
- REVENUES

Category	FY 2023 Budget	Actual	% Budget
Capital Outlay	12,000,000	552,721	5%
Total	**12,000,000**	**552,721**	**5%**



1/2 Cent Sales Tax Fund Relevant Information

The FY2023 budgeted is associated with the design and construction of a new multi-generational recreation facility. As the project gets under way, additional costs will be shown here. Currently the project is in the planning and design phase. Construction is planned to commence next fiscal year.



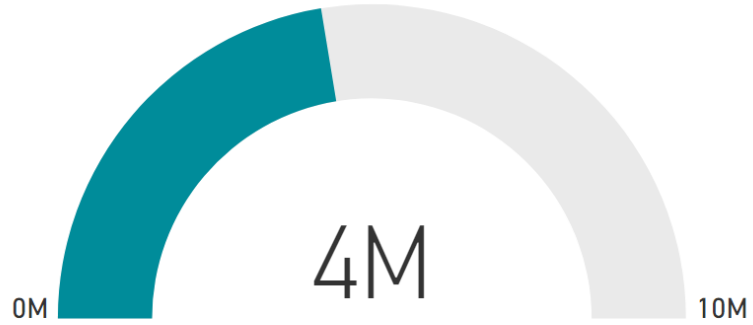
Category	2023
Capital Outlay	552,721
Total	**552,721**

FY 2022-2023 SECOND QUARTER: WATER OPERATING FUND REVENUES

Select Revenue or Expense

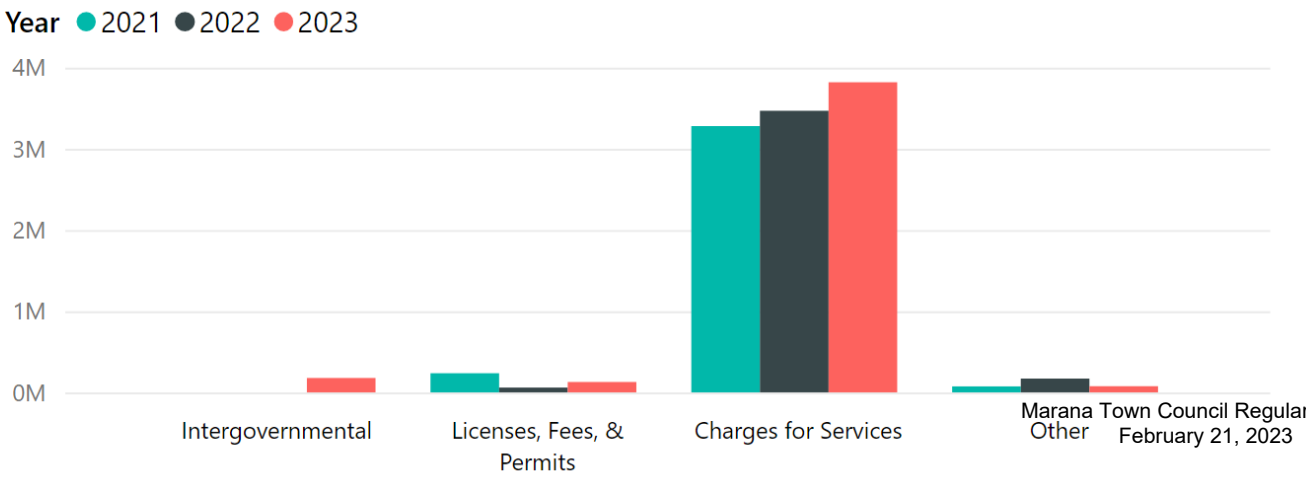
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Intergovernmental	172,000	176,897	103%
Licenses, Fees, & Permits	130,000	127,591	98%
Charges for Services	7,856,634	3,853,458	49%
Other	1,368,078	111,704	8%
Total	**9,526,712**	**4,269,650**	**45%**



Water Fund Relevant Information

The current rates and fees for Marana Water customers can be found at - http://www.maranaaz.gov/water-rates-and-fees. Charges for Services (water sales) comprise the majority of the revenue for the fund. Second quarter revenue collections are within expectations for FY2023. Other revenue is primarily comprised of planned interfund transfers used for debt service payments.



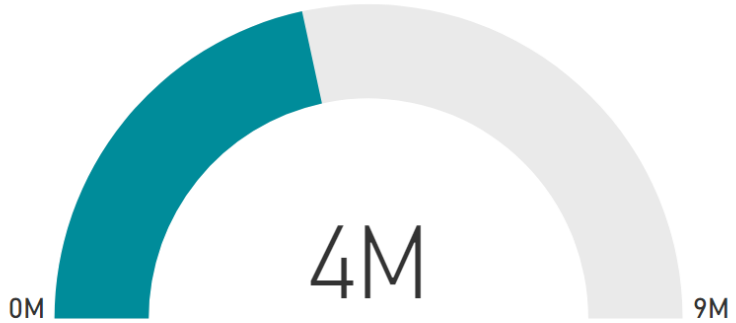
Category	2021	2022	2023
Intergovernmental			176,897
Licenses, Fees, & Permits	235,513	58,866	127,591
Charges for Services	3,303,731	3,499,514	3,853,458
Other	95,672	183,286	111,704
Total	**3,634,916**	**3,741,666**	**4,269,650**

FY 2022-2023 SECOND QUARTER: WATER OPERATING FUND EXPENSES

Select Revenue or Expense

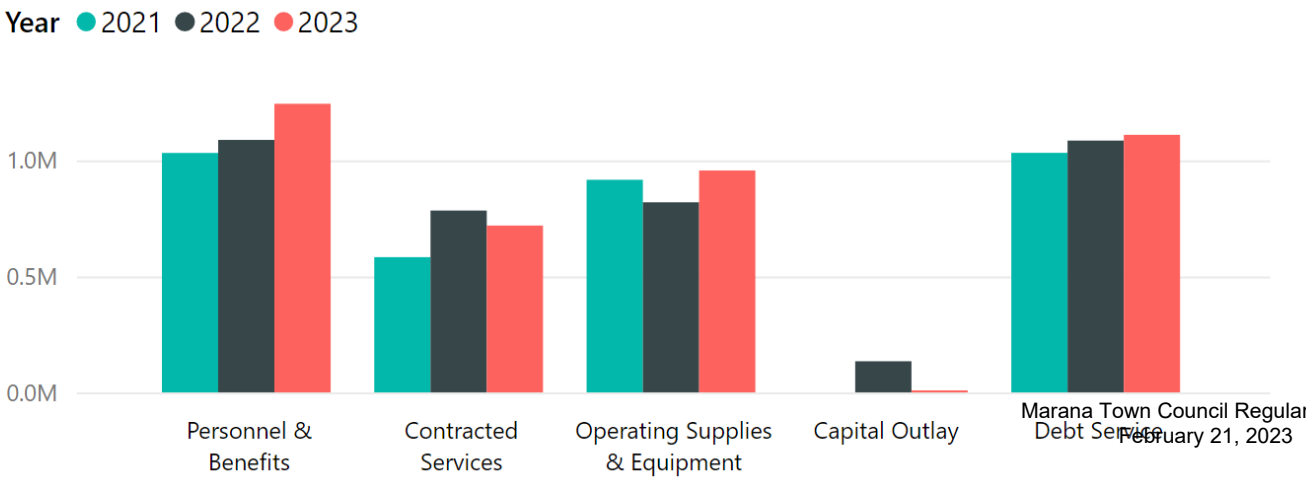
- EXPENSES
- REVENUES

Category	FY 2023 Budget	Actual	% Budget
Personnel & Benefits	3,202,451	1,244,403	39%
Contracted Services	2,280,591	718,928	32%
Operating Supplies & Equipment	2,313,504	956,640	41%
Capital Outlay	54,396	7,200	13%
Debt Service	1,494,030	1,110,510	74%
Other Financing Uses	3,027,893		
Total	**12,372,865**	**4,037,682**	**33%**



Water Fund Relevant Information

Overall, FY2023 second quarter expenses for the Water Operating Fund continue to be slightly below expected levels but in line with prior year expenses. Personnel & Benefits are below expectations due to turnover and persistent vacancies in a number of positions. Debt Service is related to WIFA loan payments made in the first quarter of FY2023. Capital costs associated with infrastructure and CIP projects are captured in separate funds. Other Financing Uses is associated with planned transfers to the Water Capital fund for the construction of capital projects and restricted funding for emergency needs or third party passthrough payments.

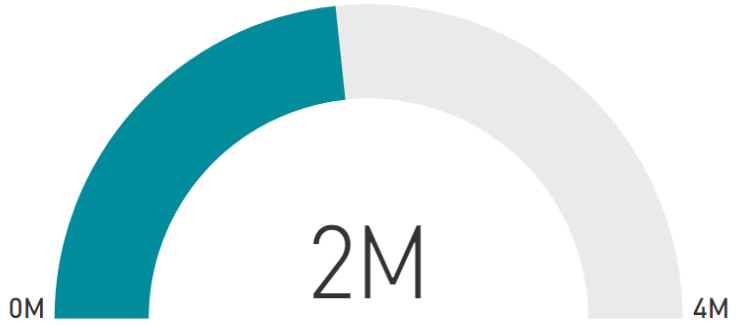


Category	2021	2022	2023
Personnel & Benefits	1,032,318	1,088,540	1,244,403
Contracted Services	582,831	783,916	718,928
Operating Supplies & Equipm...	916,545	819,494	956,640
Capital Outlay	0	134,067	7,200
Debt Service	1,032,791	1,085,612	1,110,510
Total	**3,564,485**	**3,911,628**	**4,037,682**

FY 2022-2023 SECOND QUARTER: WATER RECLAMATION OPERATING FUND REVENUES

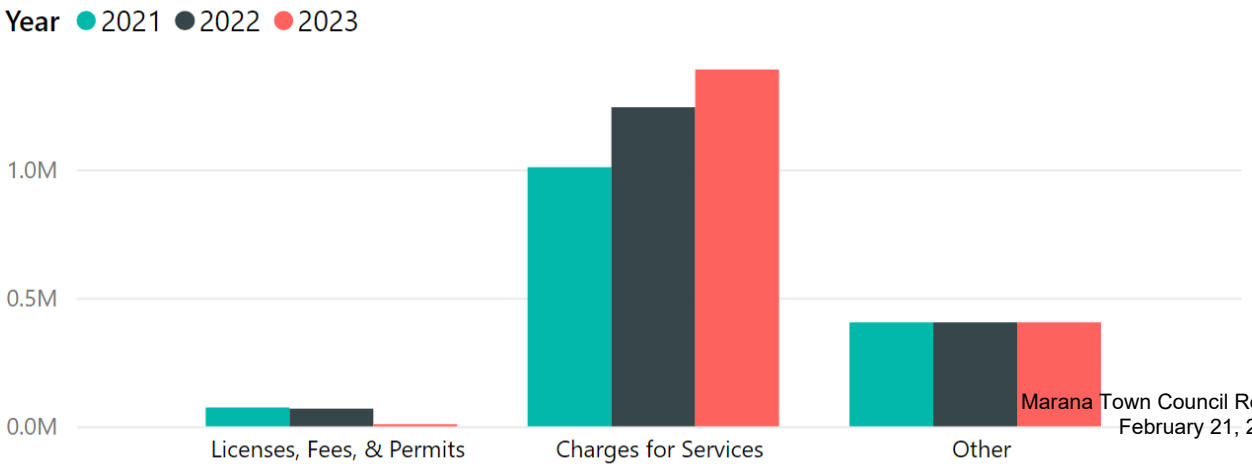
Select Revenue or Expense
- EXPENSES
- REVENUES

Category	FY 2023 Budget	Actual	% Budget
Licenses, Fees, & Permits	130,000	8,387	6%
Charges for Services	2,923,375	1,388,798	48%
Other	809,570	404,539	50%
Total	**3,862,945**	**1,801,724**	**47%**



Water Reclamation Fund Relevant Information

The current rates and fees for Marana Sewer customers can be found at - http://www.maranaaz.gov/water-rates-and-fees. Charges for Services (sewer rates) comprise the majority of the revenue for the fund. Overall, preliminary FY2023 second quarter revenue collections are within expectations with the exception of inspection fees revenues which are now anticipated to be lower than originally forecasted as fewer permits are being issued for residential activity. The majority of Other planned revenue is related to budgeted transfers between funds for debt service payments.



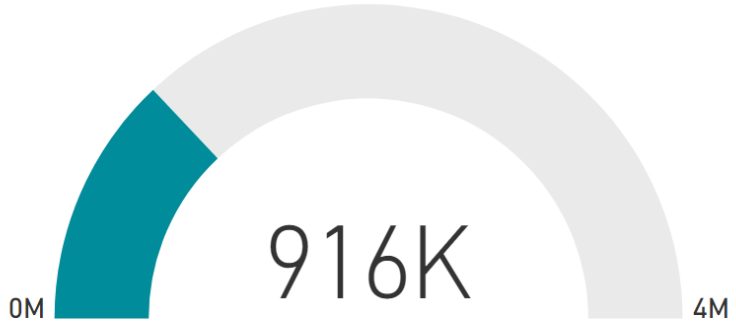
Category	2021	2022	2023
Licenses, Fees, & Permits	73,315	68,762	8,387
Charges for Services	1,008,338	1,241,687	1,388,798
Other	422,203	416,734	404,539
Total	**1,503,856**	**1,727,184**	**1,801,724**

FY 2022-2023 SECOND QUARTER: WATER RECLAMATION OPERATING FUND EXPENSES

Select Revenue or Expense

- EXPENSES
- REVENUES

Category	FY 2023 Budget	Actual	% Budget
Personnel & Benefits	761,501	284,524	37%
Contracted Services	1,447,983	420,817	29%
Operating Supplies & Equipment	381,511	170,922	45%
Capital Outlay	73,400		
Debt Service	866,998	39,401	5%
Other Financing Uses	2,087,970		
Total	**5,619,363**	**915,665**	**16%**



Water Reclamation Fund Relevant Information

Overall, second quarter expenses for the Water Reclamation Operating Fund are within expectations at this time of year. Debt Service is related to annual WIFA loan payments. Capital costs associated with infrastructure and CIP projects are captured in separate funds. Other Financing Uses is associated with transfers for capital improvement projects.



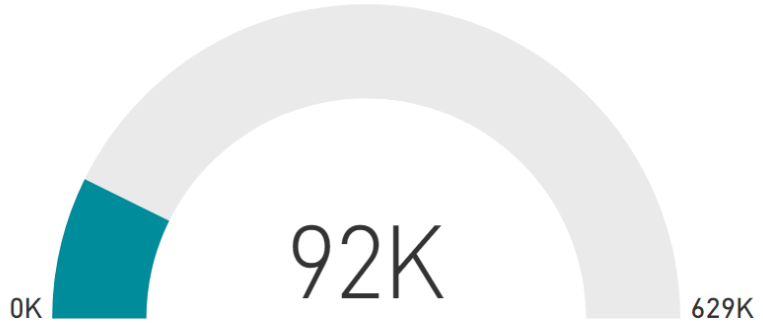
Category	2021	2022	2023
Personnel & Benefits	247,361	291,198	284,524
Contracted Services	175,901	677,249	420,817
Operating Supplies & Equipm...	151,541	188,577	170,922
Debt Service	29,711	44,325	39,401
Total	**604,515**	**1,201,348**	**915,665**

FY 2022-2023 SECOND QUARTER: AIRPORT OPERATING FUND REVENUES

Select Revenue or Expense

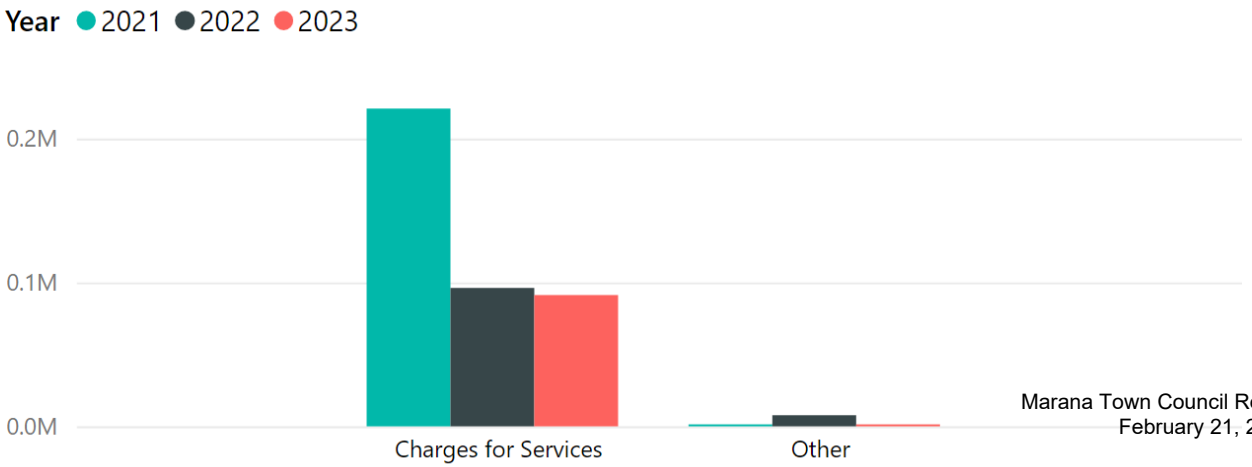
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Charges for Services	347,672	91,224	26%
Other	281,751	745	0%
Total	**629,423**	**91,969**	**15%**



Airport Fund Relevant Information

Overall, preliminary second quarter revenue collections for the Airport Fund are in line with expectations. Revenues for the second quarter are not due until 45 days in the 3rd quarter. Other revenue is primarily comprised of miscellaneous revenues and transfers between funds scheduled to be completed as the Town reconciles and closes the books for the year.



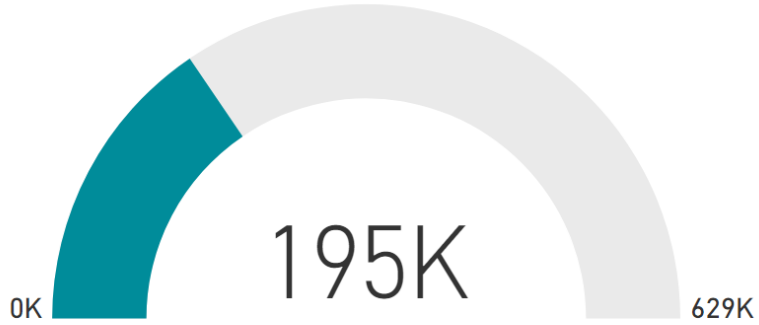
Category	2021	2022	2023
Charges for Services	220,810	96,168	91,224
Other	446	7,715	745
Total	**221,256**	**103,883**	**91,969**

FY 2022-2023 SECOND QUARTER: AIRPORT OPERATING FUND EXPENSES

Select Revenue or Expense

- ■ EXPENSES
- □ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Personnel & Benefits	303,228	101,381	33%
Contracted Services	243,215	68,536	28%
Operating Supplies & Equipment	63,400	25,212	40%
Capital Outlay	19,580		
Total	**629,423**	**195,129**	**31%**



Airport Fund Relevant Information

Overall, expenses for the Airport Fund are in line with expectations through the second quarter of FY2023. Costs related to CIP projects are captured in other funds.



Category	2021	2022	2023
Personnel & Benefits	136,205	132,567	101,381
Contracted Services	16,538	105,267	68,536
Operating Supplies & Equipm...	21,964	21,086	25,212
Total	**174,706**	**258,920**	**195,129**

Council-Regular Meeting **P2**

Meeting Date: 02/21/2023

To: Mayor and Council

Submitted For: Andrea Caicedo, Assistant to the Town Manager

From: Andrea Caicedo, Assistant to the Town Manager

Date: February 21, 2023

Strategic Plan Focus Area:
Thriving Commerce, Vibrant Community, Cherished Heritage, Proactive Public Services, Healthy Lifestyles

Subject: Relating to Strategic Planning; presentation and discussion regarding the Town's progress in implementing the Marana Strategic Plan Five (Andrea Caicedo)

Discussion:

The Marana Town Council adopted Strategic Plan Five on September 6, 2022. The purpose of the Strategic Plan is to provide focus to municipal operations during Fiscal Year 2023 to Fiscal Year 2025. The Strategic Plan sets out five strategic focus areas to guide the Town in budgetary and policy decisions:

1. Cherished Heritage
2. Vibrant Community
3. Thriving Commerce
4. Healthy Lifestyles
5. Proactive Public Services

After adoption of Strategic Plan Five, Staff began the implementation process of the goals and strategies outlined in the plan and have begun tracking the plan's progress through the use of a new tool, Envisio. The purpose of tonight's item is to report on the Town's quarterly progress in implementing Strategic Plan Five and to highlight key accomplishments during Quarter 1 and Quarter 2 of Fiscal Year 2023.

This progress update serves as a commitment to the Marana residents and stakeholders

to provide transparency regarding the goals and strategies identified in the plan. The public will also have the opportunity to view the Town's progress at https://www.maranaaz.gov/strategic-plan.

Staff Recommendation:

Presentation of Strategic Plan Five progress only.

Suggested Motion:

Presentation of Strategic Plan Five progress only.

Attachments

No file(s) attached.

Council-Regular Meeting **C1**

Meeting Date: 02/21/2023

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: February 21, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-015: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2022-2023 Community Development Block Grant Program (Lisa Shafer)

Discussion:

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

HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services. Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons. A grantee may also carry out activities which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used

for activities which do not meet these broad national objectives.

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

The Town is able to apply for use of a portion of Pima County's CDBG funding through an annual proposal process. Earlier this year the Town applied for funding in four specific programs (Colonia Neighborhood Cleanup, Emergency Home Repair and Owner Occupied Housing Rehabilitation) and for funding to cover the cost of administering programs that address the needs of low-to moderate-income families. Pima County awarded the Town of Marana $60,000 from the 2022-2023 Community Development Block Grant Program. The grant provided funding for Administration, Colonia Clean-up, Emergency Home Repair, and Owner Occupied Housing Rehabilitation.

This will be the last year, the Town receives CDBG funds through Pima County. Beginning FY2024, the Town will get CDBG funds directly from HUD.

Financial Impact:

Fiscal Year:	2023
Budgeted Y/N:	Y
Amount:	$60,000

Staff Recommendation:

Staff recommends approval of the intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2022-2023 Community Development Block Grant Program.

Suggested Motion:

I move to adopt Resolution No. 2023-015, approving and authorizing the Mayor to execute the intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2022-2023 Community Development Block Grant Program.

Attachments

Resolution No. 2023-015
Exhibit A to Resolution - CDB IGA

MARANA RESOLUTION NO. 2023-015

RELATING TO COMMUNITY AND NEIGHBORHOOD SERVICES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR THE MANAGEMENT AND IMPLEMENTATION OF THE 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

WHEREAS Pima County has been awarded funding from the U.S. Department for Housing and Urban Development under the CDBG program for the 2022-2023 federal fiscal year; and

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

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

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

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of February, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Pima County Community & Workforce Development Department

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

Subrecipient name and address: Town of Marana
11555 West Civic Center Drive
Marana, Arizona 85653

Subrecipient UEI #: N6BJH4S4W3L1
Federal Award Identification Number: B-22-UC-04-0502
Federal Award Date: 9/18/2022

Contract No.: CT-CR-23-184

Sub-award Term/Period of Performance start and end date: July 1, 2022 through September 30, 2023

Sub-award Budget Period start and end date: July 1, 2022 and terminates on September 30, 2023

Pass-through Entity: Pima County Community & Workforce Development Department

Amount of federal funds obligated by this action by the pass-through entity to the subrecipient (amount of this agreement or amendment): $60,000.00

Total amount of the Federal Award committed to the subrecipient by the pass-through entity (original amount of this agreement, plus any amendments and any future budget periods, if applicable): $60,000.00

Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current financial obligation (amount of this agreement, plus any amendments, including this amendment): $60,000.00

Federal award project description (descriptive project title): The agreement will provide funding for neighborhood cleanup and home repair for income-qualified persons and households in Marana, Arizona.

Funding agency: United States Department of Housing and Urban Development ("USHUD")

Assistance listing number and title (100% of sub-award, including all disbursements): 14.218, Community Development Block Grant/Entitlement Grants (CDBG)

Research and Development? No

Subrecipient Indirect cost rate and methodology: N/A

SUBAWARD AGREEMENT

1. PARTIES, BACKGROUND, PURPOSE AND AUTHORITY.

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

1.2. Background and Purpose. On June 7, 2022, the Pima County Board of Supervisors (the "Board") authorized inclusion of Subrecipient's proposal for use of CDBG funds in the 2022-2023 Annual Action Plan that County submitted to HUD to obtain the FY 2022-2023 CDBG funds. The Board also passed Resolution No. 2022-28 approving the allocation of $60,000.00 of FY 2022-2023 CDBG funds to Subrecipient.

1.3. Authority. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County. County applied for and received Community Development Block Grant ("CDBG") funds in the amount of $2,746,895 funds in the amount of $2,746,895.00 from HUD, under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383).

1.4. Solicitation and Response. Under solicitation number CDNC-10-25-21-CDBG-ESG ("2022-2023 Community Planning Application"), County sought proposals for programs and activities that would qualify for CDBG funding during Federal Fiscal Year ("FY") 2022-2023. Subrecipient submitted a response to the 2022-2023 Community Planning Application. County has determined that the services or activities proposed in Subrecipient's response to the Community Planning Application are eligible for CDBG funding and in the best interests of the residents of Pima County.

2. TERM, TERM EXTENSIONS, AND AMENDMENTS.

2.1. This Agreement commences on July 1, 2022 and terminates on September 30, 2023 (the "Initial Term"). If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date. "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Options. County may renew this Agreement for up to a total of five years to coincide with the term of County's Consolidated Plan submitted to HUD (an "Extension Option"). An Extension Option will be effective only upon execution by the parties of a formal written amendment.

2.2. The terms of this Agreement may be modified, amended, altered, or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of County under this Agreement. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an amendment to this Agreement. Such change will not be effective, nor will compensation under the change be provided, until the amendment is fully executed by both parties.

2.3. Notwithstanding paragraphs 2.1 and 2.2 above, the terms and conditions of this Agreement will survive and remain in effect during any period that Subrecipient has control over grant funds, including program income.

3. SCOPE OF SERVICES.

3.1. Subrecipient will provide County with the services described in the attached **Exhibit A** (4 pages). Subrecipient will also obtain and maintain all licenses, permits and authority required for performance under this Agreement.

3.2. Subrecipient will 1) employ suitably trained and skilled personnel to perform all services under this Agreement; and 2) give first priority to hiring low-income, disadvantaged and/or unemployed individuals, if hiring personnel is required or allowed with grant funds provided under this Agreement. Unless otherwise provided, the personnel delivering services under this Agreement will be employees or volunteers of Subrecipient; satisfy any qualifications herein; and be covered by personnel policies and practices of Subrecipient. No program

funded under this Agreement may impair existing agreements for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

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

4. MONITORING AND EVALUATION.

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

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

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

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

4.2. Subrecipient shall cooperate in the monitoring and evaluation process by County and/or HUD. Subrecipient shall assist County in providing reports and documentation to HUD related to Subrecipient's performance and, where applicable, the impact of the CDBG-funded activities on the community. If monitoring and evaluation finds that Subrecipient's performance is substandard, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within 15 calendar days from date of notice, this Agreement may be suspended or terminated.

5. COMPENSATION AND PAYMENT.

5.1. County will pay Subrecipient up to $60,000.00 ("Maximum Allocated Amount"). County will make payments from CDBG Grant(s) County has been awarded from HUD ("awarding agency"). Payment of the full Maximum Allocated Amount is subject to the CDBG funds being made available to County for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unless specifically authorized by County, unexpended funds will not be carried over into another fiscal year. Pursuant to the agreement between HUD and County (Pima County Contract No. B-22-UC-04-0502) and the Pima County Board of Supervisors' approval of this allocation of CDBG funds to Subrecipient June 7, 2022, Subrecipient may be reimbursed for eligible costs associated with activities under this Agreement as follows:

5.1.1. For eligible activities from and after October 1, 2022; and

5.1.2. For administrative costs incurred from and after July 1, 2022.

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

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

5.3. Subrecipient must submit each monthly request for reimbursement to County by the 15th working day of each month for the previous month of costs and services in **Exhibit A** and must reference this Agreement number. Each request may only be for participants determined eligible by County and properly enrolled in the program or for other authorized expenses that are not paid or reimbursed by another federal, state or local grant revenue source.

5.4. The person(s) that prepared the request and an authorized manager, supervisor, or executive of the Subrecipient must approve and sign each monthly request for reimbursement to insure proper internal financial controls.

5.5. Each request must include amount of actual expenditures; accrued expenditures, if applicable; program income, as defined by the federal awarding agency; and all other fiscal resources applied to expenses incurred in providing services under this Agreement.

5.6. Each request must be accompanied by documentation which includes, but is not limited to:

5.6.1. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A**.

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

5.6.3. If reimbursement is authorized for travel and incidental expenses, detailed travel reports to support all travel expenses.

5.6.4. Any other documentation requested by County.

5.7. If reimbursement is authorized for personnel costs, be accompanied, at a minimum by the following documentation for each pay period:

5.7.1. Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant(s); and

5.7.2. Accounting system report(s) specifying rate of pay and costs of employer-paid benefits. Fringe benefits must be calculated at the rate shown in the budget in **Exhibit A**.

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

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

5.10. If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within 30 days from the date invoice is received. Subrecipient should budget cash needs accordingly.

5.11. County may, at its sole discretion, 1) determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement; 2) liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient; or 3) deny full payment for requests for reimbursement that are submitted to County after the date in paragraph 5.2. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.

5.12. Pursuant to A.R.S. § 11-622, County will deny reimbursement completely for requests for payment made later than six months after the last item of the account accrues.

5.13. Subrecipient must submit its request for final payment for compensation earned and/or eligible costs incurred to the County within 15 working days after the end of the Term on invoices that meet the requirements in paragraphs 5.3 through 5.7.

5.14. No payments will be made to Subrecipient, until: 1) Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form; 2) Subrecipient has registered as a Pima County Vendor through the Pima County Procurement website; 3) this Agreement is fully executed; and 4) adequate and accurate documentation is provided with each request for

payment or invoice.

5.15. The Director of Community and Workforce Development or designee has the sole discretion to grant changes between budget line items of no more than 15%. The change may not increase or decrease the maximum allocated amount. The written request must contain a detailed explanation of the reasons the change is necessary, and how the specified purpose, program(s), metrics, or outcomes in this Agreement will continue to be met, despite the requested change. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Subrecipient prior to receiving the written approval for a budget line item change. If the Director of CWD or designee approves the request for the budget line item change, the change will not be effective, nor will compensation under the change be provided, until the date in the written approval.

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

5.17. For the period of record retention required under Section 24, County may question any payment made under this Section 5 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

6. PROGRAM INCOME. County does not anticipate that Subrecipient will generate program income, as defined by the awarding agency, under the activities of this Agreement. In the event that activities under this Agreement do generate program income or program income is authorized, Subrecipient must report to County all program income, as defined at 24 CFR § 570.500(a), generated and received as a result of activities carried out with the CDBG funds provided pursuant to this Agreement. These reports are due quarterly. Subrecipient must return program income to County within 15 days of the end of each month, unless otherwise specified in **Exhibit A** (4 pages).

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

7.1. **Insurance Coverages and Limits:**

7.1.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than $2,000,000 Each Occurrence and $2,000,000 General Aggregate. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance

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

7.1.3. Workers' Compensation (WC) and Employers' Liability:

7.1.3.1. Workers' Compensation with Employers Liability limits of $1,000,000 each accident and $1,000,000 each employee – disease. Workers' Compensation

statutory coverage is compulsory for employers of one or more employees.

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

7.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than $2,000,000 Each Claim and $2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

7.2. **Additional Insurance Requirements**: The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

7.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Subrecipient must maintain such coverage for a period of not less than three years following Agreement expiration, termination or cancellation.

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

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

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

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

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

7.3. **Verification of Coverage**:

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

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

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

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

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

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

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

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

8. INDEMNIFICATION.

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

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

8.3. Subrecipient has the same obligations to County as County does to HUD pursuant to the amended 2022-2023 Annual Action Plan and assurances. Subrecipient will hold County harmless against any injury that County may suffer with respect to HUD due to any failure on the part of Subrecipient to fulfill obligations to HUD.

9. LAWS AND REGULATIONS.

9.1. Compliance with Laws; Changes. Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.

9.2. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

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

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

9.5. Use of Funds. Subrecipient warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:

9.5.1. Political activities;

9.5.2. Inherently religious activities;

9.5.3. Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, "Disclosure of Lobbying Activities);

9.5.4. Political patronage; or

9.5.5. Nepotism activities.

9.6. Compliance with Federal Law, Rules and Regulations. Subrecipient will comply with the provisions of:

9.6.1. 24 CFR Part 5; subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR § 5.105(a);

9.6.2. Davis-Bacon Act (Public Law 107-217);

9.6.3. Contract Work Hours and Safety Standards Act (40 USC 3701 *et seq.*);

9.6.4. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276C, 29 C.F.R. Part 3);

9.6.5. Equal Employment for Federally Assisted Construction Contracts (E.O. 11246, "Equal Employment Opportunity," as amended, and as supplemented by regulations at 41 CFR part 60). During the performance of this contract, the contractor agrees as follows:

9.6.5.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

9.6.5.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will

receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

9.6.5.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

9.6.5.4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

9.6.5.5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

9.6.5.6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders,this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

9.6.5.7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

9.6.5.7.1. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the

Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

9.6.5.7.2. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings;

9.6.6. Section 3 of the HUD Act of 1968 as amended;

9.6.7. Uniform Relocation Act and the requirements contained in 49 CFR Part 24;

9.6.8. Environmental review under 24 CFR Part 58;

9.6.9. Section 6002 of the Solid Waste Disposal Act;

9.6.10. Resource Conservation and Recovery Act and the requirements contained at 42 U.S.C. § 6962;

9.6.11. Federal Funding Accountability and Transparency Act of 2006, P.L.109-282, as amended by section 6202(a) of P.L. 110-252);

9.6.12. Lead-Based Paint Poisoning Prevention Act (42. U.S.C. §§ 4821-4846);

9.6.13. Sections 102(a) and 202(a) of the Flood Disaster Protection Act of 1973, as amended;

9.6.14. Title VI of the Civil Rights Act of 1964;

9.6.15. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

9.6.16. Fingerprinting certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;

9.6.17. Debarment and Suspension (2 CFR Part 180 Subparts F through H);

9.6.18. Drug-Free Workplace (2 CFR Part 2429);

9.6.19. Environmental Tobacco Smoke (Pub. L. 103-227, Part C);

9.6.20. All rules and regulations applicable for the Acts listed above.

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

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

11. SUBCONTRACTOR.

11.1. Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract except prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient must follow all applicable federal, state, and county rules and regulations for obtaining subcontractor services. Subrecipient will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the Subrecipient is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11.2. Subrecipient must include the provision in Section 5 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

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

13. NON-DISCRIMINATION. Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors. Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. Unless exempt under federal law, Subrecipient will comply with Titles VI and VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; Section 504 of the Rehabilitation Act of 1973; and the Fair Labor Standards Act of 1938.

14. AMERICANS WITH DISABILITIES ACT. Subrecipient will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

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

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

17. CANCELLATION FOR CONFLICT OF INTEREST. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference. Subrecipient agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR § 570.611.

18. TERMINATION/SUSPENSION.

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

18.2. With Cause: County or Subrecipient may terminate this Agreement at any time without advance notice and without further obligation if either party is in default of any provision of this Agreement.

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

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

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

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

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

20. NON-EXCLUSIVE CONTRACT. Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

21. OTHER DOCUMENTS. In entering into this Agreement, Subrecipient and County have relied upon information provided in Subrecipient's proposal submitted in response the 2022-2023 Community Planning Application including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Subrecipient's Proposal, other information and documents submitted by the Subrecipient in its' response to said Solicitation. These documents are incorporated into this Agreement to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

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

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

24. BOOKS AND RECORDS. Subrecipient must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County. Subrecipient must retain all records pertaining to this Agreement for three years after County submits the annual performance and evaluation report to HUD in which the CDBG-funded activities under this Agreement are reported on for the final time or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 3-year period, whichever is later.. Records include but are not limited to:

24.1. A full description of each action or activity taken to comply with this Agreement

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

24.3. Eligibility documentation and determination;

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

24.5. Disbursements of funds;

24.6. Financial records required under 24 CFR § 570.502; and

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

25. AUDIT REQUIREMENTS. Subrecipient will:

25.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).

25.2. Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures which are used to support invoices and requests for payment from County.

25.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.

25.4. Ensure that all accounting records meet the requirements of the federal government, the state, and the County, and generally accepted accounting principles laws and regulations.

25.5. Upon written notice from County, provide a program-specific or financial audit. Such notice

from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.

25.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six months of completion of the audit required pursuant to this Section 25, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.

25.7. Pay all costs for any audit required or requested pursuant to this Section 25, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Subrecipient grant budget approved by County.

25.8. Comply with the applicable audit requirements in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies., if Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140. Subrecipient will comply with the applicable audit requirements in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies." If Subrecipient meets or exceeds the single audit threshold in 2 CFR Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within 90 days following the end of Subrecipient's fiscal year.

25.9. Submit the required or requested audit(s) in a timely manner to:

Risé Hart
Community & Workforce Development
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

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

27. MANDATORY DISCLOSURE. Consistent with 2 CFR 200.113, applicants and recipients must disclose in a timely manner, in writing to the Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the OIG at the following addresses:

U.S. Department of Health and Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building Room 5527
Washington, DC 20201
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or email:
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

28. MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE. HUD is committed to supporting minority and women's small business growth and development. Subrecipient is reminded to follow the Procurement Standards required for all HUD's Office of Community Planning

and Development funded contract and subcontract activities as stated under 2 CFR §200.321, the pertinent provisions of which are incorporated herein by reference. For more information on required Procurement Standards and Procedures, please refer to 2 CFR § 200.321.

29. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMNT**. Subrecipient agrees to comply with the prohibitions of 2 CFR §200.216, the pertinent provisions of which are incorporated herein by reference.

30. **WHISTLEBLOWER ACT.** Subrecipient shall comply with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees). Grantee and Subrecipients must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

31. **FALSE CLAIMS ACT (31 U.S.C. §§ 3729-3733)**. The Subawardee acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subawardee's actions pertaining to this contract. A Grant Assurance is a Claim. A grant assurance in an application for federal funds or a grant progress report is a "claim" under the False Claims Act since representations made in the progress report trigger the payment of grant funds.

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

33. **NO THIRD PARTY BENEFICIARIES.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

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

35. **DISPOSAL OF PROPERTY**. Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

36. **COORDINATION WITH AWARDING AGENCY**. On matters relating to the administration of this Agreement, County will be Subrecipient's contact with all Federal, State and local agencies that provide funding for this Agreement. Subrecipient's contact in this regard will be: Joel Gastelum, 520-724-6750, joel.gastelum@pima.gov.

37. **ACCOUNTABILITY**. To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the State of Arizona, HUD, and the Comptroller of the United States will at all reasonable times have the right of access to Subrecipient's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipient's performance and

Subrecipient's compliance with this Agreement. This provision must be included in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.

38. PUBLIC INFORMATION.

38.1. Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. Title 34, Chapter 6, all documents related to this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

38.2. Records Marked Confidential; Notice and Protective Order. If Subrecipient reasonably believes that some of the records described in paragraph 33.1 above contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Subrecipient of the request as soon as reasonably possible. County will release the records ten business days after the date of that notice unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

39. ELIGIBILITY FOR PUBLIC BENEFITS. Subrecipient will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, and any Federal sponsoring agency requirements, which are hereby incorporated as provisions of this Agreement.

40. ISRAEL BOYCOTT CERTIFICATION. Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

41. FORCED LABOR OF ETHNIC UYGHURS. Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE.

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

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

42.3. Remedies for Breach of Warranty. Any breach of Subrecipient's, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 36, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.

42.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 36 by including a provision in each subcontract substantially in the following form:

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

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

SIGNATURE PAGE TO FOLLOW

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS

PIMA COUNTY

_____
Chair, Board of Supervisors

Date: _____

ATTEST:

_____
Clerk of the Board Date

TOWN OF MARANA

_____
Mayor, Town of Marana

Date: _____

ATTEST:

_____
City Clerk Date

APPROVED AS TO CONTENT:

_____
Director, Department of Community and
Workforce Development

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

PIMA COUNTY



Deputy County Attorney

TOWN OF MARANA

_____
Town Attorney

EXHIBIT A - SCOPE OF WORK

1. **Program Title and Locations:**

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

2. **Program Purpose.**

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

3. **Program Activities.** Subrecipient shall comply with the 2022-2023 Annual Action Plan as follows:

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

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

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

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

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

   3.2.4. Conduct cleanup activities; and

   3.2.5. Provide addressing for homes as needed.

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

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

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

   3.3.2. Secure a signed acknowledgement from applicant confirming receipt of the brochure noted in 3.3.1. This acknowledgment must be retained in the client file.

3.4. Client Files. Subrecipient shall create a file for, and in accordance with Section 24.0, three years after the final quarterly report is submitted post termination of this Agreement. Each file must contain:

3.4.1. Client's application and program eligibility documentation

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

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

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

3.4.5. Completed ERR signed and dated by County;

3.4.6. Contractor(s) certifications;

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

3.4.8. Signed client acceptance of completed work.

3.5. Procurement. Subrecipient shall procure, by competitive quotes (1) eligible professional and outside services, as needed; and (2) materials and supplies for emergency home repair, adaptive construction, and safety hardware including, but not limited to plumbing; heating and cooling; electrical; flooring; exterior (roofing, windows, doors); accessibility/safety hardware; and required lead mitigation activities. All procurement shall be done in compliance with the Procurement Standards at 2 CFR 200.317-327

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

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

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

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

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

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

3.6.2.3.1. If the applicant is seeking repairs of a non-affixed manufactured home, the home must be installed on a slab, wall, pier or other foundation or anchoring system; have towing hitch, wheels and axles removed; and be connected to utilities. For non-affixed manufactured homes that meet this criteria, Subrecipient must attain written acknowledgement from owner-occupant

that "any improvements made through the Program(s) will be to the home structure only and not the lot, space, or land on which it sits."

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

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

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

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

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

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

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

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

8.1. An accomplishment narrative describing program successes and challenges;

8.2. Number of owner occupied or emergency home repairs, adaptive davis, and safety hardware installation projects completed including the full address of each home;

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

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

8.5. Number of Female-headed households assisted.

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

8.7. Number of disabled clients assisted.

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

8.9. Lead hazard remediation actions, including: Lead Hazard Work Practices under 24 CFR §35.930(b), (hard costs ≤ $5,000); Interim Controls or Standard Practices under 24 CFR

§35.930(c), (hard costs $5,000 - $25,000); or Abatement under 24 CFR §35.930(d), (hard costs > $25,000).

8.10. Number of persons benefiting from neighborhood cleanup activities.

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

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

9. Budget. County will pay Subrecipient as follows:

9.1. Agency has elected not to take indirect costs.

	Administration	Colonia Neighborhood Cleanup	Emergency Home Repair	Owner Occupied Home Repair	TOTAL	Adjusted Direct Cost	Indirect Cost (0%)
Personnel	$9,100.00	$2,750.00	$3,700.00	$3,700.00	$19,250.00	$19,250.00	$0.00
Fringe	$3,900.00	$1,250.00	$1,740.00	$1,740.00	$8,630.00	$8,630.00	$0.00
Materials & Supplies	$0.00	$1,000.00	$2,176.00	$6,530.00	$9,706.00	$9,706.00	$0.00
Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Professional/ Outside Services	$0.00	$5,000.00	$10,884.00	$6,530.00	$22,414.00	$22,414.00	$0.00

Total Direct Costs	$60,000.00
Modified Total Direct Costs (MTDC)	$37,586.00
Indirect Costs	$0.00
TOTAL BUDGET (Total Direct Costs + Total Indirect Costs)	$60,000.00

END OF EXHIBIT A

Council-Regular Meeting **C2**

Meeting Date: 02/21/2023

To: Mayor and Council

From: Laine McDonald, Town Magistrate

Date: February 21, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-016: Relating to Municipal Court; approving the appointment of Eva Bacal and Stuart de Haan as magistrates pro tempore for the Marana Municipal Court (Laine McDonald)

Discussion:

The Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence.

Town Magistrate Laine McDonald has adopted procedures for the appointment of part-time and temporary magistrates pro tempore, consistent with Section 1-305 of the Arizona Code of Judicial Conduct.

Judge McDonald recommends that additional pro tem judges be appointed to ensure full court coverage. As a result, Judge McDonald conducted an open process calling for applications for the position. After review of those applications, Judge McDonald now recommends that the Council appoint Eva Bacal and Stuart de Haan as additional magistrates pro tempore, to be used as-needed when Judge McDonald is unavailable for court.

Based on Judge McDonald's review, these applicants meet the qualifications imposed by Arizona law and the Court's requirements for service as a judge pro tempore, and possess the requisite skill and character to perform the duties of a judge pro tempore.

Staff Recommendation:

Staff recommends appointment of Eva Bacal and Stuart de Haan as magistrates pro tempore.

Suggested Motion:

I move to adopt Resolution No. 2023-016, approving the appointment of Eva Bacal and Stuart de Haan as magistrates pro tempore.

Attachments

Resolution No. 2023-016

MARANA RESOLUTION NO. 2023-016

RELATING TO MUNICIPAL COURT; APPROVING THE APPOINTMENT OF EVA BACAL AND STUART DE HAAN AS MAGISTRATES PRO TEMPORE FOR THE MARANA MUNICIPAL COURT.

WHEREAS Section 5-2-1 of the Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence; and

WHEREAS the Town Council, upon recommendation of the Town Magistrate, the Honorable Laine McDonald, has determined that it is necessary to appoint qualified individuals to serve as magistrates pro tempore on an as-needed basis in the Marana Municipal Court; and

WHEREAS consistent with Section 1-305 of the Arizona Code of Judicial Conduct Judge McDonald has adopted procedures for appointment of part-time and temporary magistrates pro tempore of the Marana Municipal Court; and

WHEREAS the Town Magistrate solicited applications for magistrates pro tempore and based upon applications received and reviewed by the Town Magistrate, recommends that the Town Council appoint Eva Bacal and Stuart de Haan to serve as magistrates pro tempore on an as-needed basis; and

WHEREAS the Town Council finds that these individuals meet the qualifications imposed by Arizona law and possess the requisite skill and character to perform as magistrate pro tempore.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that Eva Bacal and Stuart de Haan are hereby appointed to serve as magistrates pro tempore for the Marana Municipal Court on an as-needed basis, effective February 21, 2023 through September 30, 2023.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of February, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 02/21/2023

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: February 21, 2023

Strategic Plan Focus Area:
Thriving Commerce, Proactive Public Services

Subject: Resolution No. 2023-017: Relating to Public Works; approving and authorizing the Mayor to sign a public improvement participation agreement with TKC Marana, LLC for the construction of water improvements as part of the Tangerine Road water main project (Jane Fairall)

Discussion:

TKC Marana, LLC ("TKC") owns approximately 15.8 acres of land located southeast of the Interstate 10 and Tangerine Road traffic interchange (the "Subject Property"). TKC intends to construct a Maverik convenience store with fuel sales on the Subject Property, for which TKC needs certain water improvements (the "Water Improvements"). The Town of Marana has entered into a design contract with Psomas, Inc. ("Psomas") for the design of the Tangerine Road widening project Phase 2A, Town of Marana Project No. ST098 (the "Road Project"). Additionally, Marana has selected Borderland Construction Company, Inc. ("Borderland") as the Construction Manager at Risk ("CMAR") for the Road Project. As a part of the Road Project, Marana will also construct a water main, Town of Marana Project No. WT053 (the "Water Main Project"). Psomas and Borderland are the design professional and CMAR, respectively, for the Water Main Project as well.

TKC has requested that the Town build the Water Improvements as a part of its Water Main Project, with TKC being responsible for all design and construction costs. The proposed public improvement participation agreement ("PIPA") provides that TKC shall deposit with the Town the full anticipated costs of design and construction of the Water Improvements ($213,025.95) in order for the Town to complete the Water

Improvements for TKC. No later than 30 days after substantial completion of the Water Improvements, the Town will provide to TKC an itemized statement of the Town's construction and design costs for the Water Improvements and a check or invoice representing the difference between Marana's costs and TKC's cash deposit. If TKC's cash deposit was insufficient to cover TKC's obligations under this Agreement, TKC will pay Marana the balance of the construction and design costs for the Water Improvements as set forth in the invoice within 30 days after the itemized statement and invoice are provided to TKC. Any amounts unpaid after 30 days shall accrue simple interest at the rate of 10% per year until paid in full.

Construction of the Water Improvements is expected to begin by March 2023 and be completed by May 2023.

Financial Impact:

No financial impact to the Town is anticipated due to this agreement, as TKC Marana, LLC will pay for all costs associated with the Water Improvements.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2023-017, approving and authorizing the Mayor to execute a Public Improvement Participation Agreement with TKC Marana, LLC for the construction of the water improvements as part of the Tangerine Road water main project.

Attachments

Resolution No. 2023-017
Maverik PIPA

MARANA RESOLUTION NO. 2023-017

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A PUBLIC IMPROVEMENT PARTICIPATION AGREEMENT WITH TKC MARANA, LLC FOR THE CONSTRUCTION OF WATER IMPROVEMENTS AS PART OF THE TANGERINE ROAD WATER MAIN PROJECT

WHEREAS the Town has entered into a design contract with Psomas, Inc. ("Psomas") for the design of the Tangerine Road widening project Phase 2A, Town of Marana Project No. ST098 (the "Road Project"), and has selected Borderland Construction Company, Inc. ("Borderland") as the Construction Manager at Risk ("CMAR") for the Road Project; and

WHEREAS as a part of the Road Project, the Town will also construct a water main, Town of Marana Project No. WT053 (the "Water Main Project") and Psomas and Borderland are the design professional and CMAR, respectively, for the Water Main Project as well; and

WHEREAS TKC Marana, LLC ("TKC") owns approximately 15.8 acres of land located southeast of the Interstate 10 and Tangerine Road traffic interchange bearing Pima County Assessor's Parcel numbers 218-49-006D and 218-49-007D (the "Subject Property"); and

WHEREAS TKC intends to construct a Maverik convenience store with fuel sales on the Subject Property, for which TKC needs certain water improvements (the "Water Improvements"); and

WHEREAS Town staff has negotiated an agreement with TKC to assure payment of all costs associated with the construction of the Water Improvements as part of the Water Main Project; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the public improvement participation agreement for the construction of the Water Improvements as part of the Water Main Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the public improvement participation agreement with TKC Marana, LLC for the construction of the Water Improvements as part of the Water

Main Project, in the form provided in the agenda materials associated with this Council agenda item, is hereby approved, and the Mayor is authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of February, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

PUBLIC IMPROVEMENT PARTICIPATION AGREEMENT
TOWN OF MARANA, ARIZONA

This Public Improvement Participation Agreement (this "Agreement") is made and entered into by and between the TKC MARANA, LLC., an Arizona limited liability company ("TKC"), and the TOWN OF MARANA, an Arizona municipal corporation ("Marana"). TKC and Marana are sometimes collectively referred to in this Agreement as the "Parties," either of which is sometimes referred to as a "Party."

RECITALS

A. Marana has entered into a design contract with PSOMAS, INC. ("Psomas") for the design of the Tangerine Road widening project Phase 2A, Town of Marana Project No. ST098 (the "Road Project"). Additionally, Marana has selected BORDERLAND CONSTRUCTION COMPANY, INC. ("Borderland") as the Construction Manager at Risk ("CMAR") for the Road Project.

B. As a part of the Road Project, Marana will also construct a water main, Town of Marana Project No. WT053 (the "Water Main Project"). Psomas and Borderland are the design professional and CMAR, respectively, for the Water Main Project as well.

C. TKC owns approximately 15.8 acres of land located southeast of the Interstate 10 and Tangerine Road traffic interchange bearing Pima County Assessor's Parcel numbers 218-49-006D and 218-49-007D and referred to in this Agreement as the "Subject Property."

D. TKC intends to construct a convenience store with fuel sales on the Subject Property and lease the convenience store to Maverik, Inc., a Utah corporation ("Maverik"), for which TKC needs certain water improvements (the "Water Improvements").

E. Construction of the Water Main Project is expected to be underway by March 2023.

F. The Parties believe that the most economical and least disruptive way to accomplish the prompt Water Improvements for and on the Subject Property is for the Parties to arrange to have it done by Borderland, with design by Psomas, in connection with the construction of the Water Main Project.

G. Borderland has provided the Parties with a proposed price of $211,179.95 for the Water Improvements. Psomas has provided the Parties with a proposed price of $1,846.00 for additional design work needed for phasing the original plan set for TKC for the Water Improvements. True and correct copies of Borderland's and Psomas's proposals are attached to and incorporated in this Agreement as Exhibit A collectively.

H. The purpose of this Agreement is to facilitate Marana's completion of the Water Improvements for and on the Subject Property as part of the Water Main Project with design and construction funding provided by TKC.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intention of the Parties in entering into this Agreement, the Parties agree as follows:

1. **Depiction of the Water Improvements for and on the Subject Property.** The Water Improvements depiction attached as Exhibit B show the nature and extent of the work to be done by Borderland pursuant to this Agreement, which Marana and Borderland shall incorporate into the Water Main Project design.

2. **Grant of right of entry and temporary construction easement.** TKC hereby grants Marana and Borderland a right of entry and temporary construction easement over the Subject Property, to accommodate completion of the Water Improvements located on the Subject Property.

3. **TKC's obligation to pay costs for the Water Improvements as described in Exhibit A.** TKC shall pay all costs associated with the completion of the Water Improvements for and on the Subject Property. Marana and TKC agree that the construction costs for the Water Improvements are anticipated to be $211,179.95, and that the additional design costs for the Water Improvements are anticipated to be $1,846.00, as itemized and attached to this Agreement as Exhibit A. Marana and TKC anticipate that the Water improvements for and on the Subject Property will be completed May 2023.

4. **Cash deposit to secure TKC's obligations under this Agreement.** TKC's obligations under this Agreement, including without limitation TKC's obligations under paragraph 3 above, shall be secured by a cash deposit to Marana in the amount of $213,025.95, referred to in this Agreement as "TKC's Cash Deposit."

5. **Reconciliation and final payment.** No later than 30 days after substantial completion of the Water Improvements for and on the Subject Property, Marana shall provide to TKC an itemized statement of Marana's construction and design costs for the Water Improvements for and on the Subject Property and a check or invoice representing the difference between Marana's costs and TKC's Cash Deposit. If TKC's Cash Deposit was insufficient to cover TKC's obligations under this Agreement, TKC shall pay Marana the balance of the construction and design costs for the Water Improvements for and on the Subject Property as set forth in the invoice within 30 days after the itemized statement and invoice are provided to TKC. Any amounts unpaid after 30 days shall accrue simple interest at the rate of 10% per year until paid in full.

6. **Recording.** This Agreement shall not be recorded.

7. **Notices.** All notices shall be in writing and shall be sufficiently given and served upon the other Party by electronic mail, receipt of which has been acknowledged by the other Party, or by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

TKC: TKC MARANA, LLC
ATTENTION: KEVIN KIERNAN
P.O. BOX 979
TELLURIDE, COLORADO 81435

Marana: TOWN OF MARANA
c/o Marana Legal Department
11555 West Civic Center Drive
Marana, AZ 85653

8. **Governing law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court.

9. **Court costs and reasonable attorneys' fees to prevailing Party in dispute.** If a Party fails to perform any of its obligations under this Agreement, or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs determined pursuant to A.R.S. § 12-341.01.

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

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

12. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original, but all counterparts shall constitute but one agreement.

13. **Effective Date of Agreement.** The date of this Agreement (the "Effective Date") shall for all purposes be the date of the Mayor's signature on this Agreement.

[SIGNATURE PAGE FOLLOWS]

TKC:

TKC MARANA, LLC, an Arizona limited liability company

By: _____
Mike O'Brien, Authorized Representative

Date: 2/10/23

Marana:

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10 day of February, 2023, by Mike O'Brien, COO of TKC MARANA, LLC, an Arizona limited liability company, on behalf of the limited liability company.

(Seal)

DEAN BABB
Notary Public - Arizona
Maricopa County
Commission # 573890
My Comm. Expires Nov 14, 2023

_____
Notary Public

Borderland

CONSTRUCTION MANAGER AT-RISK (CMAR) - PRE-CONSTRUCTION SERVICES

PIPA - COST SUMMARY

Town of Marana
Water & Water Reclamation
Marana Project Number: WT053

TANGERINE RD 16-INCH X-ZONE TRANSMISSION MAIN

(PHASE 1 & PHASE 2 - MAVERIK REIMBURSEMENT ITEMS ONLY)

Updated: February 2, 2023

CONSTRUCTION	AMOUNT	
CONSTRUCTION COSTS:		
I. Cost of Construction	$	143,789.54
II. CMAR Contingency	$	4,313.68
SUBTOTAL *(Direct Construction Cost)*	***$***	***148,103.22***
INDIRECT CONSTRUCTION COSTS:		
III. General Conditions	$	18,350.62
IV. Overhead	$	13,382.89
V. General Liability Insurance	$	552.90
VI. Payment and Performance Bonds	$	1,486.04
SUBTOTAL *(Indirect Construction Cost)*	***$***	***33,772.45***
SUBTOTAL *(Direct Construction Cost + Indirect Construction Cost)*	***$***	***181,875.67***
VII. Construction Fee	$	12,408.73
SUBTOTAL *(Direct Cons. Cost + Gen Cond + Overhead + Insurance + Bonds + Fee)*	***$***	***194,284.40***
VIII. Arizona Gross Receipts Tax	$	12,754.77
ESTIMATED TOTAL CMAR COST *(Future Anticipated GMP Amount)*	**$**	**207,039.17**
OTHER PROJECT COSTS:		
IX. Owner's Contingency	$	4,140.78
ESTIMATED TOTAL CONTRACT COST	**$**	**211,179.95**

For supporting documentation - see also:
Attachment #1 - Schedule of Values

Borderland

CONSTRUCTION MANAGER AT-RISK (CMAR) - PRE-CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

TANGERINE RD 16-INCH X-ZONE TRANSMISSION MAIN

(PHASE 1 & PHASE 2 - MAVERIK REIMBURSEMENT ITEMS ONLY)

Updated: February 2, 2023

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
1	-	**I. COST OF CONSTRUCTION - LINE ITEMS**				
2	-	**PHASE 1 - WATERLINE**				
3	-	**MAVERIK 8" WATER LATERAL (Sta.449+90.96)**				
4	1060000	Contractor Quality Control (Compaction Testing)	AL	1.00	$ 2,500.00	$ 2,500.00
5	2020029	Removal Of Bituminous Pavement	SY	26.00	$ 13.55	$ 352.30
6	4060011	Pavement Patch (SD-650) (Type 2) (6" RAP ABC, 4" PAG#1 W/RAP)	SY	26.00	$ 126.29	$ 3,283.54
7	5101108A	Potable Water Pipe, DI, 8" (CL 350) (Material Buy Only)	LF	180.00	$ 57.48	$ 10,346.40
8	5101108B	Potable Water Pipe, DI, 8" (CL 350) (Installation Only)	LF	180.00	$ 89.13	$ 16,043.40
9	5102208A	Potable Water, Gate Valve, 8" (Box & Cover) (Material Buy Only)	EA	2.00	$ 2,000.00	$ 4,000.00
10	5102208B	Potable Water, Gate Valve, 8" (Box & Cover) (Installation Only)	EA	2.00	$ 632.69	$ 1,265.38
11	5102216A	Potable Water, Gate Valve, 16" (Box & Cover) (Material Buy Only)	EA	1.00	$ 9,075.00	$ 9,075.00
12	5102216B	Potable Water, Gate Valve, 16" (Box & Cover) (Installation Only)	EA	1.00	$ 1,064.69	$ 1,064.69
13	5102802A	Potable Water, Modified Drain Valve Assembly (Material Buy Only)	EA	1.00	$ 2,000.00	$ 2,000.00
14	5102802B	Potable Water, Modified Drain Valve Assembly (Installation Only)	EA	1.00	$ 1,514.00	$ 1,514.00
15	7010005	Temporary Traffic Control	LS	1.00	$ 5,050.00	$ 5,050.00
16	7010100	Provide Detours (Temporary Shoulder Widening - Traffic Maintained On Compacted Millings)	EA	1.00	$ 7,261.52	$ 7,261.52
17	9010001	Mobilization	LS	1.00	$ 5,824.50	$ 5,824.50
18	9250001	Construction Survey And Layout	AL	1.00	$ 2,500.00	$ 2,500.00

Borderland

CONSTRUCTION MANAGER AT-RISK (CMAR) - PRE-CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

TANGERINE RD 16-INCH X-ZONE TRANSMISSION MAIN

(PHASE 1 & PHASE 2 - MAVERIK REIMBURSEMENT ITEMS ONLY)

Updated: February 2, 2023

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
19	-	**PHASE 2 - WATERLINE**				$ -
20	-	**MAVERIK 8" WATER LATERAL (Sta.452+64.49)**				$ -
21	1060000	Contractor Quality Control (Compaction Testing)	AL	1.00	$ 2,500.00	$ 2,500.00
22	2020029	Removal Of Bituminous Pavement	SY	18.00	$ 12.81	$ 230.58
23	4060011	Pavement Patch (SD-650) (Type 2) (6" RAP ABC, 4" PAG#1 W/RAP)	SY	18.00	$ 177.59	$ 3,196.62
24	5101108A	Potable Water Pipe, DI, 8" (CL 350) (Material Buy Only)	LF	178.00	$ 58.12	$ 10,345.36
25	5101108B	Potable Water Pipe, DI, 8" (CL 350) (Installation Only)	LF	178.00	$ 89.22	$ 15,881.16
26	5102208A	Potable Water, Gate Valve, 8" (Box & Cover) (Material Buy Only)	EA	2.00	$ 2,000.00	$ 4,000.00
27	5102208B	Potable Water, Gate Valve, 8" (Box & Cover) (Installation Only)	EA	2.00	$ 632.69	$ 1,265.38
28	5102216A	Potable Water, Gate Valve, 16" (Box & Cover) (Material Buy Only)	EA	1.00	$ 9,075.00	$ 9,075.00
29	5102216B	Potable Water, Gate Valve, 16" (Box & Cover) (Installation Only)	EA	1.00	$ 1,064.69	$ 1,064.69
30	5102802A	Potable Water, Modified Drain Valve Assembly (Material Buy Only)	EA	1.00	$ 2,000.00	$ 2,000.00
31	5102802B	Potable Water, Modified Drain Valve Assembly (Installation Only)	EA	1.00	$ 1,514.00	$ 1,514.00
32	7010005	Temporary Traffic Control	LS	1.00	$ 5,050.00	$ 5,050.00
33	7010100	Provide Detours (Temporary Shoulder Widening - Traffic Maintained On Compacted Millings)	EA	1.00	$ 7,261.52	$ 7,261.52
34	9010001	Mobilization	LS	1.00	$ 5,824.50	$ 5,824.50
35	9250001	Construction Survey And Layout	AL	1.00	$ 2,500.00	$ 2,500.00
36	-	***COST OF CONSTRUCTION - LINE ITEMS SUBTOTAL***				**$ 143,789.54**

Borderland

CONSTRUCTION MANAGER AT-RISK (CMAR) - PRE-CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

TANGERINE RD 16-INCH X-ZONE TRANSMISSION MAIN

(PHASE 1 & PHASE 2 - MAVERIK REIMBURSEMENT ITEMS ONLY)

Updated: February 2, 2023

Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
37	-	**II. CMAR CONTINGENCY**				
38	-	**PHASE 1 - WATERLINE**				
39	299.002	UNFORESEEN CONDITIONS (3% OF MAVERIK COST OF CONS.)	LS	1.00	$ 2,162.42	$ 2,162.42
40	-	**PHASE 2 - WATERLINE**				
41	299.003	UNFORESEEN CONDITIONS (3% OF MAVERIK COST OF CONS.)	LS	1.00	$ 2,151.26	$ 2,151.26
42	**299.100**	***CMAR CONTINGENCY - LINE ITEMS SUBTOTAL***				**$ 4,313.68**
43	-	***SUBTOTAL A.*** *(DIRECT CONSTRUCTION COSTS)*				**$ 148,103.22**
44	-	**INDIRECT CONSTRUCTION COSTS**				
45	-	**III. GENERAL CONDITIONS**				
46	-	**PHASE 1 - WATERLINE**				
47	-	**MAVERIK 8" WATER LATERAL (Sta.449+90.96)**				
48	300.001	FIELD ENGINEER	WK	0.00	$ 2,304.00	$ -
49	300.002	SUPERINTENDENT (1/4 TIME)	WK	0.50	$ 4,350.00	$ 2,175.00
50	300.003	SMALL TOOLS/GPS	WK	1.00	$ 500.00	$ 500.00
51	300.004	PORTABLE RESTROOMS	MO	1.00	$ 500.00	$ 500.00
52	300.005	TRASH DUMPSTER	MO	1.00	$ 750.00	$ 750.00
53	300.006	STORAGE CONTAINER	MO	1.00	$ 300.00	$ 300.00
54	300.007	TEMPORARY STAGING/ MATERIAL STORAGE YARD	LS	0.50	$ 5,412.80	$ 2,706.40
55	300.008	PERMIT ALLOWANCE (AIR QUALITY/SWPPP/ROW/ETC.)	LS	1.00	$ 2,500.00	$ 2,500.00
56	-	**PHASE 2 - WATERLINE**				
57	-	**MAVERIK 8" WATER LATERAL (Sta.452+64.49)**				
58	300.001	FIELD ENGINEER	WK	0.00	$ 2,304.00	$ -
59	300.002	SUPERINTENDENT (1/4 TIME)	WK	0.50	$ 4,350.00	$ 2,175.00
60	300.003	SMALL TOOLS/GPS	WK	1.00	$ 500.00	$ 500.00
61	300.004	PORTABLE RESTROOMS	MO	1.00	$ 500.00	$ 500.00
62	300.005	TRASH DUMPSTER	MO	1.00	$ 750.00	$ 750.00
63	300.006	STORAGE CONTAINER	MO	1.00	$ 300.00	$ 300.00
64	300.007	TEMPORARY STAGING/ MATERIAL STORAGE YARD	LS	0.33	$ 6,649.16	$ 2,194.22
65	300.008	PERMIT ALLOWANCE (AIR QUALITY/SWPPP/ROW/ETC.)	LS	1.00	$ 2,500.00	$ 2,500.00
66	**300.100**	***SUBTOTAL B.*** *(III. GENERAL CONDITIONS)*				**$ 18,350.62**

Borderland

CONSTRUCTION MANAGER AT-RISK (CMAR) - PRE-CONSTRUCTION SERVICES

ATTACHMENT #1 - SCHEDULE OF VALUES

TANGERINE RD 16-INCH X-ZONE TRANSMISSION MAIN

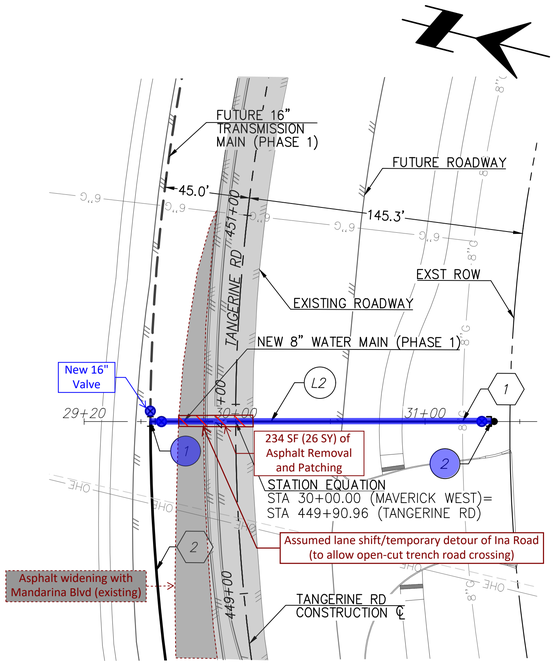
(PHASE 1 & PHASE 2 - MAVERIK REIMBURSEMENT ITEMS ONLY)

Updated: February 2, 2023

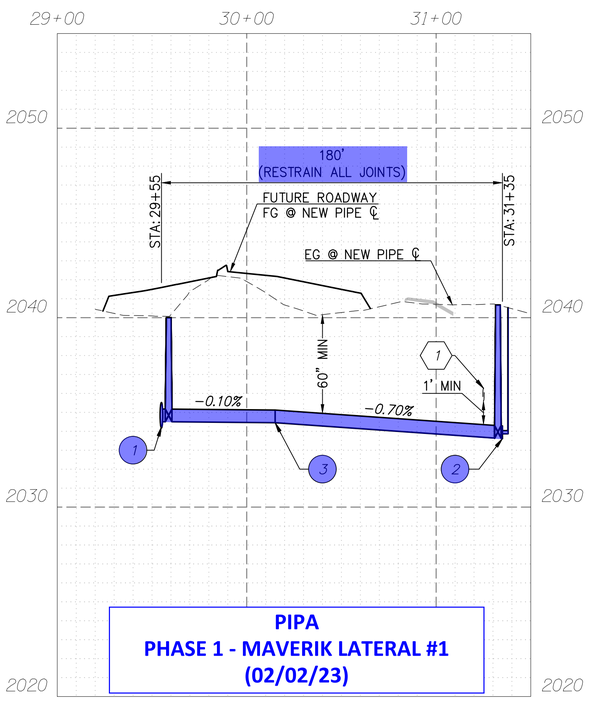
Line No.	Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Amount
67	-	***SUBTOTAL C.*** *(DIRECT COSTS + GENERAL CONDITIONS)*				**$ 166,453.84**
68	**400.100**	**IV. CMAR OVERHEAD** (8.04% of Subtotal C)	LS	1.00	$ 13,382.89	$ 13,382.89
69	-	***SUBTOTAL D.*** *(DIRECT COSTS + GENERAL CONDITIONS + OVERHEAD)*				**$ 179,836.73**
70	**700.100**	**VII. CONSTRUCTION FEE** (6.90% of Subtotal D)	LS	1.00	$ 12,408.73	$ 12,408.73
71	**500.100**	**V.a. GENERAL LIABILITY INSURANCE** (0.2876% of Subtotal D + VIII + V)	LS	1.00	$ 552.90	$ 552.90
72	**600.100**	**VI. PAYMENT & PERFORMANCE BONDS**	LS	1.00	$ 1,486.04	$ 1,486.04
73	-	***SUBTOTAL E.*** *(SUBTOTAL D + VIII + V + VI + VII)*				**$ 194,284.40**
74	**800.100**	**VIII. TOWN OF MARANA SALES TAX** (10.1% at 65% of Subtotal E)				$ 12,754.77
75	-	***ESTIMATED TOTAL CMAR COST*** *(Future Anticipated GMP Amount)*				**$ 207,039.17**
76	-	**IX. OWNER'S CONTINGENCY**				
77	900.001	OWNER-DIRECTED CHANGES AND/OR UNFORESEEN SITE CONDITIONS (2% OF ANTICIPATED GMP AMOUNT)	LS	1.00	$ 4,140.78	$ 4,140.78
78	**900.100**	***SUBTOTAL F.*** *(OWNER'S CONTINGENCY)*				**$ 4,140.78**
79		***ESTIMATED TOTAL CONTRACT COST***				**$ 211,179.95**

Tangerine Road 16-inch X-Zone Transmission Main
Mandarina Blvd to Marana Tech Park

Task	Project Manager (Hours)	PM Rate	Project Engineer (Hours)	PE Rate	AMOUNT
Plan Split for Maverick Phasing	1	$202.00			$202.00
			12	$137.00	$1,644.00
Total for Maverick					**$1,846.00**



STA 449+90.96 TANGERINE RD =
STA 30+00 8" MAVERICK LATERAL (WEST)



PIPA
PHASE 1 - MAVERIK LATERAL #1
(02/02/23)

PIPE SLOPES SHOWN ARE TRUE LENGTH ALONG CENTERLINE.

CONSTRUCTION NOTES

1. STA 29+55.00, 0.0'
   N 19760.47, E 33224.34
   INV ELEV=2034.51
   CONNECT TO 16" X 8" TEE — 1 EA (NPI)
   8" GATE VALVE (B&C) PER SD-300 — 1 EA
2. STA 31+34.98, 0.0' T
   N 19586.03, E 33268.66
   INV ELEV=2033.62
   2" MODIFIED DVA PER STD. DTL. 400 — 1 EA
3. STA 30+15.00, 0.0' T
   N 19702.32, E 33239.11
   INV ELEV=2034.45
   GRADE BREAK — 1 EA (NPI)

REFERENCE NOTES

1. STA 31+19.74, 0.0' T
   N 19600.80, E 33264.91
   INV ELEV=2035.60
   EXST 8" GAS (PROTECT IN PLACE)
2. WATER MAIN PLAN AND PROFILE, SEE SHEET W4

Waterline Table			
W#	Length	Bearing	Size / Material
L2	179.98'	S14° 15' 31.23"E	8" DIP (CL 350)

TOTAL LENGTH: 180 LF 8" PIPE

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

DESIGNED:	CLR	01/2023
DRAWN:	CLR	01/2023
CHECKED:	MED	01/2023
PROJ. ENG.:	MED	01/2023

NO.	REVISION DESCRIPTION	ENGINEER	DATE

33984 MICHAEL E. DALY DATE SIGNED 12/31/2023 REGISTERED ARIZONA

PSOMAS
333 E WETMORE ROAD, SUITE 450
TUCSON, AZ 85705
520.292.2300

TOWN OF MARANA - PROJECT NO. WT053

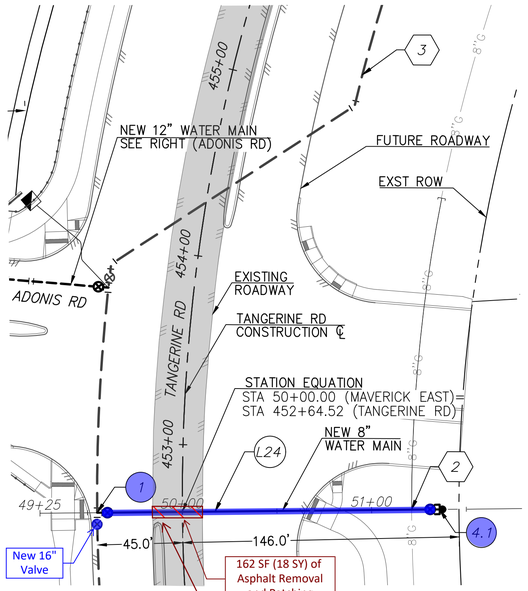
LATERAL PLAN AND PROFILE - PHASE 1
FOR
TANGERINE RD 16-INCH X-ZONE TRANSMISSION MAIN
MANDARINA BLVD TO MARANA TECH PARK

SCALES: HORIZ. 1"=40' / VERT. 1"=4'

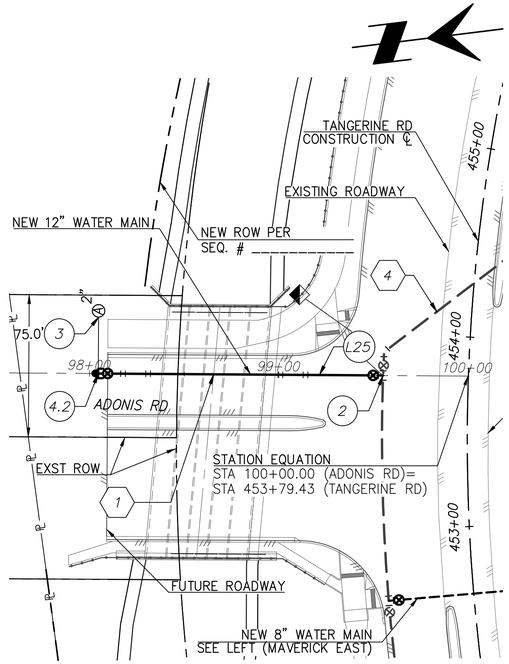
SHEET W5 OF W9

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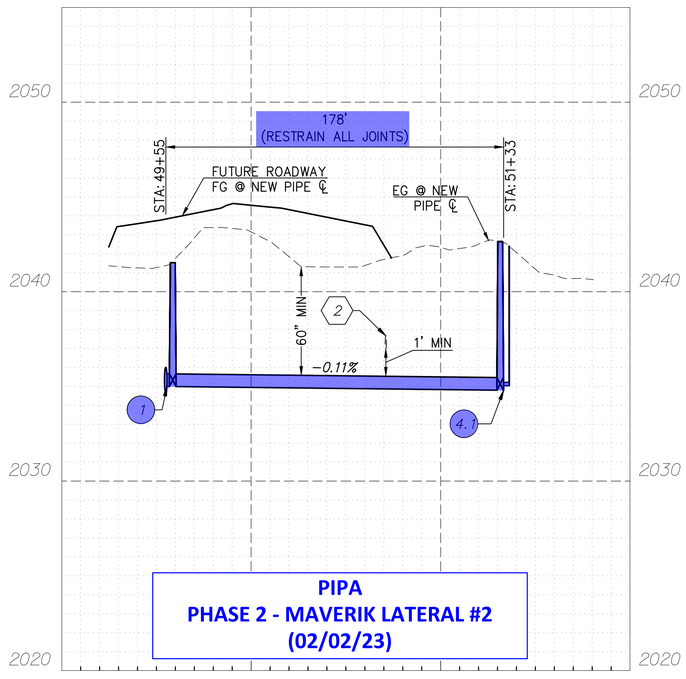
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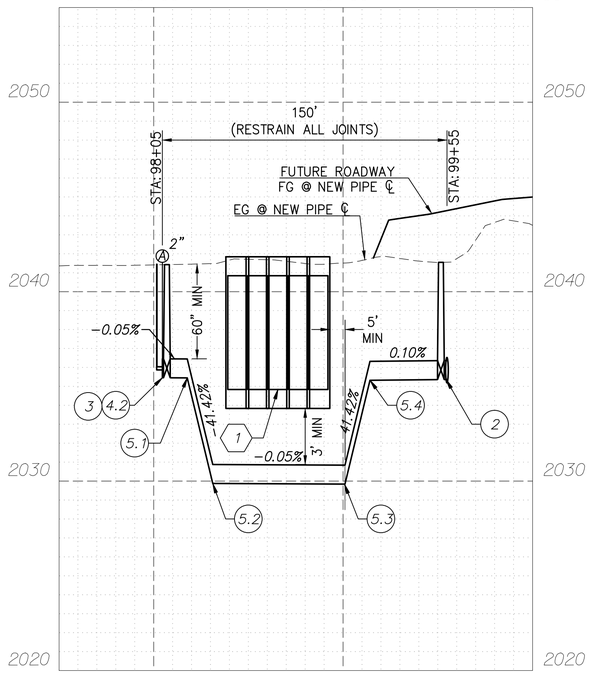
STA 452+73
STA 50+00 8" MAVERICK LATERAL (EAST)



STA 453+78.20 TANGERINE RD =
STA 100+00 12" ADONIS ROAD LATERAL



PIPA
PHASE 2 - MAVERIK LATERAL #2
(02/02/23)



PIPE SLOPES SHOWN ARE TRUE LENGTH ALONG CENTERLINE.

CONSTRUCTION NOTES

1. STA 49+54.95, 0.0' RT
   N 19790.62, E 33508.22
   INV ELEV=2034.99
   CONNECT TO 16" X 8" TEE — 2 EA (NPI)
   8" GATE VALVE (B&C) PER SD-300 — 2 EA
2. STA 99+54.98, 0.0' RT
   N 19779.03, E 33626.61
   INV ELEV=2035.36
   CONNECT TO 16" X 12" TEE (FLxFL) — 1 EA (NPI)
   12" GATE VALVE (B&C) (FLxMJ) PER SD-300 — 1 EA
3. STA 98+04.60, 33.0' LT (ARV LOCATION)
   N 19923.91, E 33678.71
   STA 98+04.60, 0.0' LT (TAP LOCATION)
   N 19928.16, E 33646.03
   INV ELEV=2035.45
   2" ARV PER STD. DTL. 331 — 1 EA
4.1. STA 51+35.91, 0.0' RT
   N 19609.79, E 33501.41
   INV ELEV=2034.79
4.2. STA 98+04.60, 0.0' RT
   N 19928.16, E 33645.99
   INV ELEV=2035.45
   2" MODIFIED DVA PER STD. DTL. 400 — 3 EA
5.1. STA 98+17.73, 0.0' RT (VERT)
   N 19915.14, E 33644.30
   INV ELEV=2035.45
5.2. STA 98+30.94, 0.0' RT (VERT)
   N 19902.04, E 33642.60
   INV ELEV=2029.87
5.3. STA 99+00.80, 0.0' RT (VERT)
   N 19832.77, E 33633.59
   INV ELEV=2029.84
5.4. STA 99+14.04, 0.0' RT (VERT)
   N 19819.64, E 33631.88
   INV ELEV=2035.32
   12" 22 ½° BEND — 4 EA (NPI)

REFERENCE NOTES

1. STA 98+65.57, 0.0' RT
   N 19867.71, E 33638.10
   INV ELEV=2034.84
   FUTURE DRAINAGE STRUCTURE CROSSING
2. STA 51+21.07, 0.0' T
   N 19624.62, E 33501.97
   INV ELEV=2037.00
   EXST 8" GAS (PROTECT IN PLACE)
3. WATER MAIN PLAN AND PROFILE, SEE SHEET W4 & W5
4. WATER MAIN PLAN AND PROFILE, SEE SHEET W4

Waterline Table			
W#	Length	Bearing	Size / Material
L24	180.91'	S2° 09' 12.79"W	8" DIP (CL 350)
L25	150.38'	S7° 24' 11.61"W	8" DIP (CL 350)

TOTAL LENGTH: 331 LF 8" PIPE

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

NO.	REVISION DESCRIPTION	ENGINEER	DATE

	DESIGNED:	DRAWN:	CHECKED:	PROJ. ENG.:
DATE	01/2023	01/2023	01/2023	01/2023
	CLR	CLR	MED	MED

33984 MICHAEL E. DALY DATE SIGNED 1/27/23 ARIZONA

PSOMAS
333 E WETMORE ROAD, SUITE 450 TUCSON, AZ 85705 520.292.2300

TOWN OF MARANA - PROJECT NO. WT053
LATERAL PLAN AND PROFILE - PHASE 2
FOR
TANGERINE RD 16-INCH X-ZONE TRANSMISSION MAIN
MANDARINA BLVD TO MARANA TECH PARK

SCALES: HORIZ. 1"=40' VERT. 1"=4'
SHEET W13 OF W18
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Council-Regular Meeting **C4**

Meeting Date: 02/21/2023

To: Mayor and Council

From: David L. Udall, Town Clerk/Assistant Town Attorney

Date: February 21, 2023

Subject: Approval of Regular Council Meeting Summary Minutes of February 7, 2023 (David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 02/07/2023

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 7, 2023, 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 6:01 PM and directed the Town Clerk to call the roll. **Council Member Kai** was absent. All other Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

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

CALL TO THE PUBLIC

Ms. Denise Crandall, a member of the Marana Veteran's Club, addressed the Council and highlighted the work of the Club.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Comerford commented on the completed construction work on Silverbell Road and Ina Road. She also complemented the ongoing work at Silverbell and Cortaro Road.

Mayor Honea attended the Arizona Association for Economic Development luncheon and a prayer breakfast. He also attended the Arizona League of Cities and Towns meeting on February 3, 2023 and had lunch with Triadvocates representatives.

Council Member Ziegler thanked those involved with the clean-up efforts along Interstate 10.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENT

Town Manager Terry Rozema said the Town received 27 single family residential permits for the Month of January. He reminded the Council about the Concerts in the Courtyard event on February 16, 2023. **Mr. Rozema** said the Parks and Recreation Department was partnering with Northwest Fire District to provide safety training related to outdoor activities. He also highlighted the completed shared-use path near the Amazon facility, the clean-up efforts along Interstate 10, and an upcoming Real Talk with the Town podcast.

PRESENTATIONS

P1 Relating to Budget; presentation of independent auditor's report and final results for the 2021-2022 fiscal year (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis introduced this item and introduced the Town's auditor, **Mr. Brian Hemmerly** with Baker Tilly. **Mr. Kalaitzidis** thanked Town staff involved in the audit.

A copy of the PowerPoint presentation is on file with the Town Clerk's Office. **Mr. Hemmerly** said the Town received an unmodified (clean) opinion on the following: the Town's fiscal year 2021/2022 financial statements, the Town's Report on Compliance and

on Internal Control over Financial Reporting, and the Single Audit report. He also said the Town's Annual Expenditure Limitation Report was timely issued to the Arizona State Auditor General.

Mr. Hemmerly also showed several graphs highlighting the Town's finances over time.

CONSENT AGENDA

C1 Ordinance No. 2023.003: Relating to Finance; temporarily waiving the fee required under Section 14-6-3(J) of the Marana Town Code for late payment of water rates, charges, or fees, beginning retroactively on January 1, 2023 and continuing until March 7, 2023 (Jing Luo)

C2 Resolution No. 2023-010: Relating to Development; approving the final plat for Tortolita Mountain Estates, Lots 1-81, and Common Areas "A" (Drainage / Open Space) and "B" (Recreation) located north of Tangerine Road and east of Camino de Oeste within Section 31, Township 11 South and Range 13 East (Brian D. Varney)

C3 Resolution No. 2023-011: Relating to Development; approving a final re-plat of The Preserve at Twin Peaks, Lots 44 through 46, generally located east of Camino de Manana and approximately a quarter mile north of Lambert Lane within Section 12, Township 12 South and Range 12 East (Brian D. Varney)

C4 Resolution No. 2023-012: Relating to Water; approving and authorizing the Mayor to sign an Agreement for Construction of Water Facilities Under Private Contract with Tangerine 2021, LLC for Crossroads at Gladden (David L. Udall)

C5 Resolution No. 2023-013: Relating to Water; approving and authorizing the Mayor to sign an Agreement for Construction of Water Facilities under Private Contract for Tortolita Mountain Estates, Lots 1-81 (David L. Udall)

C6 Resolution No. 2023-014: Relating to the Water Department; approving and authorizing the submission of a grant application to the Bureau of Reclamation under the WaterSMART Grants: Water Recycling and Desalination Planning for Fiscal Year 2024 program and verifying certain information required under the program (Jing Luo)

C7 Approval of Study Session Summary Minutes of January 10, 2023, Special Council Meeting Summary Minutes of January 11, 2023, and Regular Council Meeting Summary Minutes of January 17, 2023 (David L. Udall)

Vice Mayor Post moved to approve the consent agenda. Council Member Ziegler seconded the motion. Motion passed, 6-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

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)

Development Services Director Jason Angell provided an update on public and private projects and development applications in the Town, as currently listed on the following website**:**
https://experience.arcgis.com/experience/9bcda179c412496a8be2a5af29727745/.

During the presentation, **Mr. Angell** answered questions about the projects presented.

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

Mr. Rozema explained that approximately 1,400 bill have been introduced. He highlighted the following bills:

- HB 2019 (related to licensing permitting criteria). The Town opposes this bill because it requires the Town to complete permitting within 30 days or else rezoning is automatically granted.
- SB 1012 (related to sober living home inspections). The Town has not weighed in on this bill yet because it currently does not allow the Town to do anything it cannot already do.
- HB 1117 (related to as-of-right zoning). The Town opposes this bill because it will negatively and significantly impact the ability of the Town to plan its growth.
- SB 1245 (related to vehicle licensing tax (VLT)). This bill would mandate that VLT monies be used for transportation purposes.

Mr. Rozema also highlighted two law enforcement bills relating to police response time requirements (HB 2418) and prohibiting polygraph testing in hiring police officers (SB 1058).

Mayor Honea commented on the devastating nature of HB 1117. He said he does not think it will get out of the Legislature and believes that if it does, the Governor will veto it.

D3 Relating to Budget; discussion, direction, and possible action regarding development of the fiscal year 2023/2024 budget, including proposed budget initiatives and expenditures (Terry Rozema)

Mr. Rozema introduced this item. **Council Member Ziegler** asked if the Town should put money in the budget to improve the dog park at Crossroads at Silverbell District Park. **Mr. Rozema** said it was something that could be looked at.

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)(3) and (4) for discussion or consultation with the Town's attorneys and to instruct the Town's representatives concerning the litigation entitled *Southern Arizona Home Builders Association v. Town of Marana*, Pima County Superior Court Case No. C20184411, Arizona Supreme Court Case No. CV-21-0211-PR.

Council Member Ziegler moved to go into executive session on Item E2. Vice Mayor Post seconded the motion. Motion passed, 6-0.

[An executive session was held on Item E2 beginning at approximately 6:35 PM and concluding at approximately 7:10 PM.]

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.

Vice Mayor Post moved to adjourn the meeting. Meeting adjourned at 7:11 PM.

CERTIFICATION

I hereby certify that the forgoing are the true and correct minutes of the Marana Town Council meeting held on February 7, 2023. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

Council-Regular Meeting **B1**

Meeting Date: 02/21/2023

To: Mayor and Council

Submitted For: Andrea Caicedo, Assistant to the Town Manager

From: Andrea Caicedo, Assistant to the Town Manager

Date: February 21, 2023

Strategic Plan Focus Area:
Vibrant Community

Strategic Plan Focus Area Additional Info:
Focus Area 2: Vibrant Community
Goal 5: Invite citizen involvement and deliver transparent and timely distribution of information through a variety of traditional and innovative platforms.

Subject: Resolution No. 2023-018: Relating to Boards, Commissions and Committees; rescinding Marana Resolution No. 2011-100 and dissolving the Marana Citizens' Forum (Andrea Caicedo)

Discussion:
On November 5, 2011, Council approved the creation of the Marana Citizens' Forum as a special committee of the Town to increase citizen engagement and foster community participation in Town functions and activities. Throughout the years, the Forum has been integral in providing citizen perspective on topics of critical importance to Marana.

Although the current Marana Citizens' Forum structure has been effective, the Town is always striving to make the Forum a better tool for civic engagement. During the Strategic Plan Five planning process, a strategy was identified to revamp the Marana Citizens' Forum to increase program effectiveness and participation. In recent years, there have been challenges related to having a quorum, the topic selection process, and the implementation of the Forum's recommendations.

During tonight's meeting, Town Staff will bring forth to the Town Council a new

iteration of the Marana Citizens' Forum for discussion and consideration. Town Council will have the opportunity to provide feedback before Staff finalizes the new format and brings it back to Council for approval at a future meeting.

Staff Recommendation:

Staff recommends approval of this resolution.

Suggested Motion:

I move to adopt Resolution No. 2023-018, rescinding Marana Resolution No. 2011-100 and dissolving the Marana Citizens' Forum.

Attachments

Resolution No. 2023-018

MARANA RESOLUTION NO. 2023-018

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; RESCINDING MARANA RESOLUTION NO. 2011-100 AND DISSOLVING THE MARANA CITIZENS' FORUM

WHEREAS Section 2-6-1(A) of the Marana Town Code authorizes the Town Council to create and dissolve those special and standing boards, commissions and committees as the Council deems necessary; and

WHEREAS on November 15, 2011, the Town Council adopted Resolution No. 2011-100, creating the Marana Citizens' Forum as a special committee of the Town of Marana, describing the powers, purposes and processes of the Forum, establishing the number and qualification of its membership, the terms of office of its members, and the application, recommendation, appointment and removal processes for Forum members; and

WHEREAS on March 5, 2013, November 18, 2014, December 1, 2015, August 2, 2016, and August 6, 2019, the Town Council adopted revisions to the Forum process, including revising the number of members, the member terms of office, and the appointment, reappointment and removal procedures for Forum members; and

WHEREAS citizen members of the Marana Citizens' Forum have served well and faithfully over the years, but in recent years, there have been challenges related to having a quorum present for meetings, the topic selection process, and the implementation of the Forum's recommendations; and

WHEREAS during the Strategic Plan Five planning process, a strategy was identified to revamp the Marana Citizens' Forum to increase program effectiveness and participation and Town staff intends to bring forward a new iteration of the Marana Citizens' Forum to the Council; and

WHEREAS the Town Council finds that dissolving the existing Marana Citizens' Forum as addressed by this resolution is in the best interest of the Town.

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

SECTION 1. Marana Resolution No. 2011-100 is hereby rescinded and the sitting Marana Citizens' Forum is hereby dissolved.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of February, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **B2**

Meeting Date: 02/21/2023

To: Mayor and Council

Submitted For: Andrea Caicedo, Assistant to the Town Manager

From: Andrea Caicedo, Assistant to the Town Manager

Date: February 21, 2023

Strategic Plan Focus Area:
Vibrant Community

Strategic Plan Focus Area Additional Info:
Goal 5: Invite citizen involvement and deliver transparent and timely distribution of information through a variety of traditional and innovative platforms.

Subject: Relating to Boards, Commissions and Committees; presentation, discussion, and possible direction regarding the new iteration of the Marana Citizens' Forum, including discussion of Forum membership, procedures, and implementation of recommendations (Andrea Caicedo)

Discussion:

The Marana Citizens' Forum (MCF) was created in 2011 as an innovative method for increasing engagement and fostering community participation in Town functions. Since its original adoption, the MCF procedures have been revised five times to implement changes intended to increase program effectiveness.

During the Strategic Plan Five planning process, one of the recommendations from Town Council was to evaluate the current MCF and identify opportunities for improvement. The main concerns related to the current MCF program dealt with 1) selection of meaningful topics; 2) lack of implementing and tracking Forum recommendations; and 3) challenges related to having a quorum at meetings. Staff has evaluated current MCF procedures and has recommended rescinding the current MCF in an effort to establish a new iteration of the Forum that addresses the issues noted above.

During tonight's meeting, Staff will present a new iteration of the Marana Citizens' Forum. Staff's recommendations are not exhaustive, and we are seeking Council's feedback for what the Council envisions for the new Forum. Staff will implement Council's feedback into the new procedures and bring back the finalized version for approval in March 2023.

Staff Recommendation:

Staff seeks Council's feedback and direction.

Suggested Motion:

None. Staff seeks Council's feedback and direction.

Attachments

No file(s) attached.

Council-Regular Meeting **A1**

Meeting Date: 02/21/2023

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: February 21, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2023.004: 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); and approving and authorizing the Mayor to sign the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project (Brian Varney)

Discussion:

Request
Paradigm Land Design, LLC is requesting approval to rezone approximately 165 acres of land from Zone E (Transportation Corridor) to R-4 (Residential), R-5 (Residential), and MR-1 (Multi-Family Residential).

Marana General Plan
The 2040 Marana General Plan designates the proposed rezoning area with the land use category of Traditional Neighborhood (TN). Traditional Neighborhood provides a residential density range of two (2) du/ac to eighteen (18) du/ac, and accommodates both single-family and multi-family residential uses.

Surrounding Land Use and Site Characteristics

The rezoning area is bordered to the north by undeveloped, Arizona State Land Department property zoned Agricultural (AG). Adjacent, to the east of the rezoning area, is the Central Arizona Project canal, beyond which is undeveloped Zone E (Transportation Corridor) land. The south and west boundaries of the rezoning area are adjacent to both the Tortolita Shadows Specific Plan and the Rancho Marana Specific Plan (East), both of which are undeveloped at this time but are currently being master planned with the proposed rezoning area to be known as the Stonegate development.

The topography of the proposed rezoning area is characterized by relatively flat terrain with an average overall cross slope of approximately 1.3% from the northeast to the southwest. Town staff will require the submittal and approval of a drainage study and will evaluate all on-site and off-site drainage in greater detail during the review of the preliminary plats for this area.

Proposed Land Use
The Preliminary Development Plan for Stonegate East proposes both single-family and multi-family residential uses. The anticipated lot configuration shown proposes a mix of residential zoning categories with approximately 10.2 acres of Multi-family (MR-1), 55.6 acres of R-4 (minimum lot size of 4,000 S.F.), and 86.5 acres of R-5 (minimum lot size of 5,000 S.F.). A total of 777 residential units are anticipated within the rezoning area yielding a gross density of 4.7 dwelling units per acre.

The proposed rezoning area is planned to be integrated into the much larger Stonegate Master Plan that includes the portion of the Rancho Marana Specific Plan east of I-10, as well as the existing Tortolita Shadows Specific Plan that was approved by the Town Council in July of 2012. The development of the Stonegate Master Plan will result in the construction of a large amount of infrastructure east of Interstate 10 including major roadways such as the ultimate-width Adonis Road, a portion of Moore Road, a large collector loop road and numerous internal streets with the corresponding utilities and drainage facilities required. The Preliminary Development Plan within the site analysis document illustrates a community park, approximately 5 acres in size, as well as a number of smaller neighborhood parks. Given the rezoning area will not necessarily contain a stand-alone development, and will be integrated into a larger planning area, staff will defer the ultimate park and recreation component of the proposed preliminary development plan to the platting stage of the development. The individual plats within the master plan will be carefully reviewed for compliance with the Town's recreational area standards. Parks, trails, and paths will be coordinated within the larger, master planning area to ensure seamless connectivity not only within Stonegate, but also with the adjacent Mandarina project to the south.

It should be noted that some of the planning areas (blocks) shown on the Preliminary Development Plan extend beyond the boundary of the Rezoning Area and overlap the existing specific plans [Tortolita Shadows and Rancho Marana (East)]. Staff has been working with the applicant on this matter, and it has been

determined that the most practical and efficient solution is to perform a minor amendment to the conceptual land use plans for both specific plans, specifically along portions of the perimeter of each plan. This will enable the applicant and the Town to process forthcoming preliminary and final plats in accordance with the desired layout shown on the master plan and avoid abrupt divisions at the respective boundaries.

Access and Circulation
Access to the rezoning area shall be provided through the Stonegate Master Plan area via the construction of the ultimate-width Adonis Road, and a portion of Moore Road, as well as a collector loop road and various internal streets. The property owners / developers shall be required to build Adonis Road to a four-lane divided roadway within their development. Based on future traffic volumes, property owners/developers will also be required to expand Adonis Road to a four-lane divided roadway, south to Mandarina Boulevard in accordance with review performed by the Town's Traffic Engineering Division. The overall Stonegate Master Plan Traffic Impact Analysis, which includes the proposed rezoning area, is under review and has not yet been approved by the Marana Traffic Engineering Division.

Utilities
The rezoning area is located within the Town of Marana water service area and will be served by the Town. The property owner / developer will be responsible for the extension of the public water system required to serve the area. A proposed plan identifying water use, fire flow requirements and all on-site and off-site water facilities will be required. Water service agreement(s) will be required, and all necessary on-site and off-site water infrastructure will be required to be constructed by the property owner / developer at time of development. Sewer service will be provided to the rezoning area by Marana Water. The property owner / developer will be responsible for onsite sewer infrastructure, including an anticipated lift station, and will be required to provide all necessary sewer plans and models to the Town for review and approval. The rezoning area lies within the service areas of Northwest Fire District, TRICO, Southwest Gas, Century Link and Comcast.

Citizen Participation
There are only three property owners (U.S. Bureau of Reclamation, Mandarina Holdings, LLC, and TMR Investors, LLC) within the general vicinity of the rezoning area. The applicant contacted owners directly by mail, providing a narrative and map of the proposed rezoning, and asked to be contacted directly with any questions or comments regarding the proposal.The applicant has been working directly with Mandarina Holdings, LLC, the property owners directly to the south, throughout the planning and design of the project. No response was received from the other two entities.

Public Notification
This public hearing was appropriately noticed in The Daily Territorial, and all property owners within 300 feet of the boundary of the rezoning area were

noticed by United States mail of the date, time, and topic of the public hearing. Additional notice was posted at various locations within the community.

Case Analysis Review Criteria
Pursuant to Town Code section 17-3-1(D), the Planning Commission and Town Council shall consider the following questions, at a minimum, in reviewing an application for rezoning:

- Any change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration, and development;

  Based upon the requirements and conditions, the rezoning amendment does not appear to be detrimental to the character of the area due to installation of public facilities or any other rezoning changes.
- The degree to which the proposed zoning will benefit the community; whether there will be benefits derived by the community, or area, by granting the proposed rezoning;

  With the acceptance of the recommended conditions, this rezoning will benefit the community by extending public services and trails and providing additional residential options.
- Whether the proposed rezoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new use will generate such an excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances;

  Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding area and does not appear to be adversely impact the adjacent street network or generate such excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances.
- Whether the proposal conforms with and is in furtherance of the implementation of the goals and policies of the general plan, other adopted plans, and the goals, objectives and policies of the land development code, and other town regulations and guidelines, including goals and policies relating to economic development;

  The rezoning amendment conforms with the goals and policies of the general plan, the land development code, and other town regulations and guidelines.
- The zoning districts and existing land uses of the surrounding properties;

  Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding properties zoning and existing land use.
- Whether the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development;

  With the acceptance of the recommended conditions, the existing and

proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development.

- Whether the existing and proposed utility infrastructure, public facilities, and public services are suitable and adequate to serve the proposed rezoning area;

  Based upon the rezoning requirements and conditions, there is adequate utility infrastructure, public facilities, and public services in the area to serve the proposed rezoning area.
- Whether the subject property is suitable for the uses to which it has been restricted under the existing zoning classification;

  Based upon the rezoning requirements and conditions, the subject property is suitable for the proposed uses.
- Whether the rezoning is compatible with the adjacent neighborhood, especially residential neighborhood stability and character;

  Based upon the rezoning requirements and conditions, this rezoning amendment is compatible with the adjacent neighborhood in area stability and character.
- If applicable, the length of time the subject property has remained vacant as zoned;

  The subject property has remained vacant since annexation in to the Town.
- Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs;

  Based upon the rezoning amendment subject area location, there is an adequate supply of land available in the area and the surrounding community to accommodate the zoning and community needs.

Development Agreement

This public hearing was originally scheduled before Council on October 4, 2022, and was continued to November 15, 2022, to allow further discussion between the developer and the Town regarding funding of transportation infrastructure, specifically related to the Tangerine Road/I-10 and the Marana Road/I-10 traffic interchanges. On November 15, 2022, the public hearing was continued to January 17, 2023, to allow the developer and Town staff to continue work on a development agreement. At the January 17, 2023 meeting, the developer's representative requested an additional continuance to allow further review of the development agreement and to obtain the necessary approvals and signatures. After the November 15, 2022 public hearing, Town staff added the following condition to the proposed rezoning ordinance:

The Property Owners shall pay to the Town their proportionate financial share up-front for the costs to design, construct, or otherwise improve the circulation to and within the Marana Road/I-10 traffic interchange and the Tangerine Road/I-10 traffic interchange in accordance with the development agreement approved pursuant to Section 1 of this ordinance. The Property Owners' proportionate share will be determined based on the number of Equivalent Dwelling Units in

the Rezoning Area and the assumptions in the Streets Facilities Infrastructure Improvements Plan approved by the Town of Marana Mayor and Council on September 20, 2022. As provided by A.R.S. § 9-463.05, the Property Owners' proportionate financial contribution shall be credited against the applicable impact fees payable for development within the Stonegate Development Project.

Staff Recommendation:

This is a discretionary item for the Town Council to consider. Should the Town Council choose to approve this item, staff recommends the approval be subject to the conditions set forth in the draft ordinance attached.

Suggested Motion:

I move to adopt Ordinance No. 2023.004, approving the Stonegate East Rezoning subject to the recommended conditions and approving and authorizing the Mayor to sign the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project .

Attachments

Ordinance No. 2023.004
Exhibit A to Ordinance
Exhibit B to Ordinance
Stonegate DIF Development Agreement
PCZ2110-003 SGE Map
PCZ2110-003 SGE App
PCZ2110-003 SGE Site Analysis

MARANA ORDINANCE NO. 2023.004

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); AND APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT REGARDING STREETS DEVELOPMENT IMPACT FEE CREDITS FOR THE STONEGATE DEVELOPMENT PROJECT

WHEREAS CLB Real Property Holding Company LLC, and Tangerine PBS LLC, (the "Property Owners") own 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 within Section 25 Township 11 South, and Range 11 East, described on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owners have authorized Paradigm Land Design, LLC to submit an application to rezone the Rezoning Area from Zone E (Transportation Corridor) to R-4 (Residential, Single-Family), R-5 (Residential, Single-Family), and MR-1 (Residential, multi-family) ("this Rezoning"); and

WHEREAS the Rezoning Area is also known as "Stonegate East," which together with the property zoned as the Tortolita Shadows Specific Plan by Marana Ordinance No. 2012.05, recorded in the Office of the Pima County Recorder at Sequence No. 20122160463, and the property zoned as the Rancho Marana East Specific Plan by Marana Ordinance No. 99.13, recorded in the Office of the Pima County Recorder at Docket 11057 Page 1189, comprise the project known as the "Stonegate Development Project"; and

WHEREAS the Marana Town Council adopted Ordinance No. 2012.05 on July 17, 2012 approving the Tortolita Shadows Specific Plan, which includes conditions that directly affect the development of the Rezoning Area and shall remain; and

WHEREAS the Marana Planning Commission held a public hearing to consider this Rezoning on March 30, 2022, and voted unanimously 6-0 to recommend that the Town Council approve this Rezoning subject to the recommended conditions, plus an amended condition, as requested by staff; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on October 4, 2022, which public hearing was continued until November 15, 2022; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on November 15, 2022, which public hearing was continued until January 17, 2023; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on January 17, 2023, which public hearing was continued until February 21, 2023; and

WHEREAS Town staff has negotiated the terms of the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project to address funding of the Marana Road/I-10 and Tangerine Road/I-10 traffic interchange projects; and

WHEREAS the Marana Town Council finds that the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project, provided in the agenda materials associated with this Council agenda item, is consistent with the Marana General Plan, this Rezoning, and all other applicable Town regulations and policies; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on February 21, 2023, and determined that this Rezoning and the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project should be approved.

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

Section 1. The Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project is hereby approved in the form provided in the agenda materials associated with this Council agenda item and the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

Section 2. The zoning of the Rezoning Area is hereby changed from Zone E (Transportation Corridor) to R-4 (Residential, single-family), R-5 (Residential, single-family), and MR-1 (Residential, multi-family), as depicted on Exhibit "B" attached to and incorporated in this ordinance by this reference.

Section 3. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Marana Town Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owners and their successors in interest (all of whom are collectively included in the term "Property Owners" in the following conditions):

1. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. Any preliminary plat or development plan for any portion of the Rezoning Area shall be in general conformance with the Preliminary Development Plan presented to and approved by the Town Council as part of this Rezoning.
3. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Rezoning Area.
4. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by Marana Water (the "water utility") prior to approval of a preliminary plat or development plan for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP.
5. A master sewer plan must be submitted by the Property Owners and accepted by Marana Water (the "wastewater utility") prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.
6. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.
7. The final design of all streets and circulation facilities, including gated access (if applicable) must be accepted by the Northwest Fire District prior to Town Council consideration of a final plat for any portion of the Rezoning Area.
8. The maximum number of residential lots within the Rezoning Area shall not exceed 777.

9. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.

10. The Property Owners shall transfer to the water provider, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the water provider and the Property Owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.

11. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.

12. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.

13. Final approval of a Traffic Impact Analysis must be issued by the Traffic Engineering Division prior to the approval of any final subdivision plat within the Rezoning Area.

14. The Property Owners shall be responsible for design and construction of traffic signals at any loop road intersection with Adonis Road within the Rezoning Area, when found warranted by traffic studies, and consistent with Town of Marana Ordinance No. 2012.05.

15. The Property Owners shall be required to build Adonis Road to a four-lane divided roadway within the Stonegate Master Plan development. Based on traffic analyses, the Property Owners will also be required to expand Adonis Road to a four-lane divided roadway south to Mandarina Boulevard in accordance with review performed by the Town's Traffic Engineering Division.

16. The Property Owners shall pay to the Town their proportionate financial share up-front for the costs to design, construct, or otherwise improve the circulation to and within the Marana Road/I-10 traffic interchange and the Tangerine Road/I-10 traffic interchange in accordance with the development agreement approved pursuant to Section 1 of this ordinance. The Property Owners' proportionate share will be determined based on the number of Equivalent Dwelling Units in the Rezoning Area and the assumptions in the Streets Facilities Infrastructure Improvements Plan approved by the Town of Marana Mayor and Council on September 20, 2022. As provided by A.R.S. § 9-463.05, the Property Owners' proportionate financial

contribution shall be credited against the applicable impact fees payable for development within the Stonegate Development Project.

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of February, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

EXHIBIT A to Marana Ordinance No. 2023.004

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1: (APN: 217-33-001F and 217-33-001E)

The East half of Section 25, Township 11 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT the West half of the Southeast quarter;

FURTHER EXCEPT that portion described in Judgment recorded in Docket 7780, Page 3 described as follows:

BEGINNING at the Southeast corner of said Section 25;

THENCE, along the South boundary of said Section 25, South 89 degrees 31 minutes 37 seconds West, a distance of 163.21 feet to a point that bears North 89 degrees 31 minutes 37 seconds East 2482.79 feet from the South quarter corner of said Section 25;

THENCE, leaving said South boundary North 30 degrees 26 minutes 46 seconds West, a distance of 223.94 feet;

THENCE, North 59 degrees 33 minutes 14 seconds East, a distance of 99.99 feet;

THENCE, North 30 degrees 26 minutes 46 seconds West, a distance of 2270.45 feet to a point in the West boundary of the East half of the Southeast quarter of said Section 25;

THENCE, along said West boundary North 00 degrees 28 minutes 01 seconds West, a distance of 427.75 feet to the Northwest corner of said East half of the Southeast quarter;

THENCE, along the North boundary of the South half of said Section 25, South 89 degrees 32 minutes 12 seconds West, a distance of 246.76 feet;

THENCE, leaving said North boundary North 30 degrees 26 minutes 46 seconds West, a distance of 1266.83 feet;

THENCE, South 59 degrees 33 minutes 14 seconds West, a distance of 99.99 feet;

THENCE, North 34 degrees 49 minutes 22 seconds West, a distance of 406.64 feet;

THENCE, North 50 degrees 48 minutes 00 seconds East, a distance of 99.99 feet;

THENCE, North 39 degrees 12 minutes 00 seconds West, a distance of 326.34 feet to a point in the West boundary of said East half of Section 25;

THENCE, along said West boundary North 00 degrees 27 minutes 16 seconds West, a distance of 938.98 feet to the North quarter corner of said Section 25;

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EXHIBIT A
(Continued)

THENCE, along the North boundary of said Section 25 North 89 degrees 33 minutes 18 seconds East, a distance of 913.24 feet to a point that bears South 89 degrees 33 minutes 18 seconds West 1730.47 feet from the Northeast corner of said Section 25;

THENCE, leaving said North boundary South 39 degrees 12 minutes 00 seconds East, a distance of 798.10 feet;

THENCE, South 30 degrees 26 minutes 46 seconds East, a distance of 2464.96 feet to a point in the East boundary of said Section 25 that bears South 00 degrees 28 minutes 45 seconds East 2757.07 feet from the Northeast corner of said Section 25;

THENCE, along said East boundary South 00 degrees 28 minutes 45 seconds East, a distance of 2519.46 feet to the point of BEGINNING.

FURTHER EXCEPT that portion lying Northeasterly of the Northeasterly line of that portion described in Judgment recorded in Docket 7780, Page 3 described as follows:

BEGINNING at the Southeast corner of said Section 25;

THENCE, along the South boundary of said Section 25, South 89 degrees 31 minutes 37 seconds West, a distance of 163.21 feet to a point that bears North 89 degrees 31 minutes 37 seconds East 2482.79 feet from the South quarter corner of said Section 25;

THENCE, leaving said South boundary North 30 degrees 26 minutes 46 seconds West, a distance of 223.94 feet;

THENCE, North 59 degrees 33 minutes 14 seconds East, a distance of 99.99 feet;

THENCE, North 30 degrees 26 minutes 46 seconds West, a distance of 2270.45 feet to a point in the West boundary of the East half of the Southeast quarter of said Section 25;

THENCE, along said West boundary North 00 degrees 28 minutes 01 seconds West, a distance of 427.75 feet to the Northwest corner of said East half of the Southeast quarter;

THENCE, along the North boundary of the South half of said Section 25, South 89 degrees 32 minutes 12 seconds West, a distance of 246.76 feet;

THENCE, leaving said North boundary North 30 degrees 26 minutes 46 seconds West, a distance of 1266.83 feet;

THENCE, South 59 degrees 33 minutes 14 seconds West, a distance of 99.99 feet;

THENCE, North 34 degrees 49 minutes 22 seconds West, a distance of 406.64 feet;

THENCE, North 50 degrees 48 minutes 00 seconds East, a distance of 99.99 feet;

THENCE, North 39 degrees 12 minutes 00 seconds West, a distance of 326.34 feet to a point in the West boundary of said East half of Section 25;

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AMERICAN LAND TITLE ASSOCIATION

EXHIBIT A
(Continued)

THENCE, along said West boundary North 00 degrees 27 minutes 16 seconds West, a distance of 938.98 feet to the North quarter corner of said Section 25;
THENCE, along the North boundary of said Section 25 North 89 degrees 33 minutes 18 seconds East, a distance of 913.24 feet to a point that bears South 89 degrees 33 minutes 18 seconds West 1730.47 feet from the Northeast corner of said Section 25;

THENCE, leaving said North boundary South 39 degrees 12 minutes 00 seconds East, a distance of 798.10 feet;

THENCE, South 30 degrees 26 minutes 46 seconds East, a distance of 2464.96 feet to a point in the East boundary of said Section 25 that bears South 00 degrees 28 minutes 45 seconds East 2757.07 feet from the Northeast corner of said Section 25;

THENCE, along said East boundary South 00 degrees 28 minutes 45 seconds East, a distance of 2519.46 feet to the point of BEGINNING.

(Parcel No. 2 and Parcel No. 3 below comprise APN: 217-33-002Q, 217-33-002N, 217-33-002R, 217-33-002P and 217-33-002K)

Parcel No. 2:

The Northwest quarter of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT any portion of the West half of said Section 25, conveyed in Docket 7659, Page 5, being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 25;

Thence along the North boundary of said Section 25, North 89 degrees 33 minutes 18 seconds East recorded (North 89 degrees 45 minutes 44 seconds West, measured), a distance of 1890.12 feet recorded (1889.77 feet, measured) to the TRUE POINT OF BEGINNING;

Thence continuing along said North boundary, North 89 degrees 33 minutes 18 seconds East recorded (North 89 degrees 45 minutes 44 seconds West, measured), a distance of 753.59 to the Northeast corner of said West half of Section 25;

Thence along the East boundary of said West half, South 00 degrees 27 minutes 16 seconds East recorded (South 00 degrees 12 minutes 48 seconds East, measured), a distance of 938.98 feet to the point that bears North 00 degrees 27 minutes 16 seconds West recorded (North 00 degrees 12 minutes 48 seconds West, measured), 4338.86 feet distant from the South quarter corner of said Section 25;

Thence leaving said East boundary, North 39 degrees 12 minutes 00 seconds West recorded (North 38 degrees 31 minutes 35 seconds West, measured), a distance of 1204.08 feet recorded (1204.24 feet measured) to the TRUE POINT OF BEGINNING; AND

FURTHER EXCEPT that portion conveyed in Docket 9675, Page 1348 described as follows:

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EXHIBIT A
(Continued)

That portion of the West half of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, further described as follows:

COMMENCING at the Northwest corner of said Section 25;

Thence South 00 degrees 02 minutes 54 seconds East, along the West line of said Section 25, a distance of 1980.22 feet to the TRUE POINT OF BEGINNING;

Thence North 89 degrees 55 minutes 01 seconds East, 1624.60 feet;

Thence along a curve to the right, being concave to the West, having a radius of 1280.73 feet, a central angle of 29 degrees 58 minutes 59 seconds and arc length of 670.21 feet;

Thence South 10 degrees 00 minutes 00 seconds West, 604.97 feet;

Thence North 80 degrees 00 minutes 00 seconds West, 1453.52 feet to a point of curve:

Thence on a curve to the left, concave to the South, having a radius of 1250.00 feet, a central angle of 6 degrees 41 minutes 34 seconds, an arc length of 146.01 feet to the West Section line of said Section 25;

Thence North 00 degrees 02 minutes 40 seconds West, along the Section line, 324.03 feet to the West quarter corner thereof;

Thence North 00 degrees 02 minutes 54 seconds West, along said Section line, 660.16 feet to the TRUE POINT OF
BEGINNING; AND

FURTHER EXCEPT that portion described as Parcel 3 Docket 8874, Page 1453, described as follows::

That portion of the West half of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Northwest comer of said Section 25;

Thence North 89 degrees 56 minutes 32 seconds East along the North line of said Section 25, a distance of 1652.23 feet to the TRUE POINT OF BEGINNING;

Thence North 89 degrees 56 minutes 32 seconds East, a distance of 237.65 feet to a point on the Westerly right of way line of the Central Arizona Project:

Thence South 38 degrees 50 minutes 13 seconds East along said right of way line, a distance of 1203.99 feet to a point on the North and South mid-section line of said Section 25:

Thence South 00 degrees 04 minutes 54 seconds East, along said North and South mid-section line of said Section 25, a distance of 1700.41 feet to the center of said Section 25:

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EXHIBIT A
(Continued)

Thence South 00 degrees 04 minutes 54 seconds East, along said North and South mid-section line of said Section 25, a distance of 785.77 feet to a point;

Thence North 80 degrees 00 minutes 00 seconds West, a distance of 1086.07 feet to a point;

Thence North 10 degrees 00 minutes 00 seconds East, a distance of 604.97 feet to the point of curvature of a 1280.73 foot radius curve concave to the Southwest;

Thence Northerly along said curve through a central angle of 59 degrees 15 minutes 14 seconds, a distance of 1324.50 feet to a point having a radial bearing of South 40 degrees 44 minutes 46 seconds West;

Thence North 26 degrees 37 minutes 26 seconds East, a distance of 880.17 feet to a point;

Thence North 00 degrees 04 minutes 09 seconds West, a distance of 659.86 feet to a point on the North line of said Section 25 and the TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM that portion conveyed to the Town of Marana, an Arizona municipal corporation by Special Warranty Deed recorded July 2, 2018 at Recording No. 20181830679.

Parcel No. 3:

That portion of the West Half of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County. Arizona, further described as follows:

COMMENCING at the Northwest comer of said Section 25;

Thence North 89 degrees 56 minutes 32 seconds East, along the North Section line, a distance of 1652.23 feet to the TRUE POINT OF BEGINNING:

Thence continuing North 89 degrees 56 minutes 32 seconds East, 237.65 feet:

Thence South 38 degrees 50 minutes 13 seconds East, 1203.99 feet to a point on the center Section line;

Thence South 00 degrees 04 minutes 54 seconds East, along said center Section line, a distance of 1040.26 feet;

Thence South 89 degrees 55 minutes 01 seconds West, 1020.12 feet;

Thence along a curve to the left, concave to the Southwest, having a radius of 1280.73 feet, a central angle of 29 degrees 16 minutes 15 seconds, an arc length of 654.29 feet;

Thence North 26 degrees 37 minutes 26 seconds East, a distance of 880.17 feet;

Thence North 00 degrees 04 minutes 09 seconds West, 659.86 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the Town of Marana, an Arizona municipal corporation by Special Warranty Deed recorded July 2, 2018 at Recording No. 20181830679.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT A
(Continued)

APN: **217-33-002L, 217-33-002K, 217-33-002C, 217-33-001E/217-33-001F**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT B to Marana Ordinance No. 2023.004

R-4 Zoning 62.8± Ac.

MR-1 Zoning 11.0± Ac.

R-5 Zoning 91.4± Ac.

N89°35'31"E 1047.97'

N89°35'31"E 843.29'

L=1128.38', R=1000.00' Δ=64°39'00"

N89°33'09"E 2643.81'

NORTHEAST QUARTER CORNER OF SECTION 25, T11S, R11E

S0°25'27"E 929.57'

L=561.58', R=1000.00' Δ=32°10'30"

N52°23'50"E 214.81'

L=627.03', R=1199.86' Δ=29°56'30"

L=467.32', R=1199.86' Δ=22°19'00"

S0°25'27"E 1051.47'

N18°35'36"W 216.84'

N89°32'39"E 835.07'

N18°35'36"W 94.28'

S9°26'41"E 962.48'

N39°12'04"W 1203.58'

L=212.61', R=1000.00' Δ=12°10'50"

N60°19'04"E 89.92'

N18°35'38"W 362.59'

N33°12'06"W 396.55'

S59°33'14"W 99.99'

N71°05'06"E 1416.48'

N30°26'43"W 1266.81'

N89°32'39"E 296.41'

N89°32'21"E 1075.69'

S0°27'34"E 659.75'

N89°32'39"E 1514.21'

S00°25'23"E 2640.19'

S00°29'04"E 2638.34'

S00°29'18"E 2638.65'

2211.34' S0°28'28"E

N30°26'42"W 2270.42'

N59°33'14"E 99.99'

N30°26'46"W 224.44'

N89°31'08"E 1159.70'

N89°31'29"E 2646.79'

N89°31'08"E 2646.28'

RANCHO MARANA EAST

TORTOLITA SHADOWS

MANDARINA

Grier Road

Moore Road (future)

Adonis Road

Interstate-10

Moore Road

CAP Canal

SOUTHWEST QUARTER CORNER OFSECTION 25, T11S, R11E

SOUTHEAST CORNER OF SECTION 25, T11S, R11E

R-4 R-5 MR-1 A E F AG LI

N

DEVELOPMENT AGREEMENT REGARDING STREETS DEVELOPMENT IMPACT FEE CREDITS FOR THE STONEGATE DEVELOPMENT PROJECT

TOWN OF MARANA, ARIZONA

THIS AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and CLB REAL PROPERTY HOLDING COMPANY LLC, an Arizona limited liability company, and TANGERINE PBS LLC, an Arizona limited liability company (collectively, the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. This Agreement is entered into and authorized pursuant to A.R.S. § 9-500.05.

B. The Town has adopted certain development impact fees for streets pursuant to A.R.S. § 9-463.05.

C. The Developer is the current master developer of the lands legally described on Exhibit A, known as "Stonegate East," which together with the property zoned as the Tortolita Shadows Specific Plan by Marana Ordinance No. 2012.05, recorded in the Office of the Pima County Recorder at Sequence No. 20122160463, and the property zoned as the Rancho Marana East Specific Plan by Marana Ordinance No. 99.13, recorded in the Office of the Pima County Recorder at Docket 11057 Page 1189, comprise the project known as the "Stonegate Development Project."

D. This Agreement is approved, and the Town's Mayor is authorized to sign it, by virtue of the Town Council's adoption of Marana Ordinance No. 2023.002 (the "Concurrent Ordinance"), which also rezoned Stonegate East from Zone E (Transportation Corridor) to R-4 (Residential, Single-Family), R-5 (Residential, Single-Family), and MR-1 (Residential, multi-family), allowing a maximum of 777 residential units within Stonegate East.

E. The Concurrent Ordinance, among other items, requires the Developer to pay to the Town in advance its proportionate financial share for the costs to design, construct, or otherwise improve the circulation to and within the Marana Road/I-10 traffic interchange and the Tangerine Road/I-10 traffic interchange pursuant to the terms of this Agreement (the "Developer Advance").

F. The Developer is entitled to credit pursuant to A.R.S. § 9-463.05(B)(7)(c)(i) toward the payment of the Town's adopted streets development impact fees in connection with the development of the Stonegate Development Project for the Developer Advance.

G. The Parties desire to memorialize their agreement concerning the amount and administration of the development impact fee credit.

AGREEMENT

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

1. Credit toward streets development impact fees.

1.1. *Total amount*. The Developer Advance is determined based on the number of Equivalent Dwelling Units entitled in Stonegate East and the assumptions included within the Streets Facilities Infrastructure Improvements Plan approved by the Town of Marana Mayor and Council on September 20, 2022 (the "Streets IIP"). Based on these factors, the Developer Advance is calculated at $604,553.00.

1.2. *Timing of payments*

1.2.1. Within 60 days after the Effective Date of this Agreement, the Developer shall pay to the Town $150,944.00.

1.2.2. Within ten business days after the Developer's receipt of written notice from the Town that it has approved a Guaranteed Maximum Price (GMP) for roadway construction costs from the Town's Construction Manager At Risk for the Tangerine Road/Interstate 10 traffic interchange project, the Developer shall pay the Town $362,887.00.

1.2.3. Within ten business days after the Developer's receipt of written notice from the Town that it has approved a price for roadway construction costs from the Town's contractor for the Marana Road/Interstate 10 traffic interchange project, the Developer shall pay the Town $90,722.00.

1.3. *Credited lots*. The Town will credit 777 lots within the Stonegate Development Project for the Developer Advance. The development impact fee credits will be applied as follows:

1.3.1. The first 194 lots permitted in the Stonegate Development Project after the Town's receipt of the initial $150,944.00 payment from the Developer will receive the credit.

1.3.2. The first 466 lots, not including the 194 lots described in subparagraph 1.3.1 or the 117 lots described in subparagraph 1.3.3, permitted in the Stonegate Development Project after the Town's receipt of the $362,887.00 payment for the Tangerine Road/Interstate 10 traffic interchange project will receive the credit.

1.3.3. The first 117 lots, not including the 194 lots described in subparagraph 1.3.1 or the 466 lots described in subparagraph 1.3.2, permitted in the Stonegate Development Project after the Town's receipt of the $90,722.00 payment for the Marana Road/Interstate 10 traffic interchange project will receive the credit.

1.4. *Credit per lot*. The credit against streets development impact fees for the 777 credited lots in the Stonegate Development Project is $778.06 per lot.

1.5. *Reimbursement of Credits.* On or before January 31, April 30, July 31, and October 31 of each year, the Town shall reimburse the Developer $778.06 for each single family residential building permit issued in the Stonegate Development Project for streets development impact fees actually collected by the Town during each quarter ending December 31, March 31, June 30, and September 30 respectively, until the Developer is fully reimbursed for the Developer Advance.

1.6. *Future fee revisions*. If the Town amends its streets development impact fee applicable to the Stonegate Development Project, the Parties may amend this Agreement to ensure that both Parties remain whole.

1.7. *Actual payment as condition of reimbursement.* The credit toward the streets development impact fee calculated in accordance with this paragraph 1 shall apply only if and to the extent the Developer pays the Developer Advance.

2. Miscellaneous

2.1. *Binding effect.* This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

2.2. *Cancellation for conflict of interest.* This Agreement is subject to A.R.S. § 38-511, which provides for cancellation in certain instances involving conflict of interest.

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

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

2.5. *Governing law*. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona.

2.6. *Interpretation*. This Agreement has been negotiated by the Parties, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

2.7. *Exhibits*. Exhibits referred to in and attached to this Agreement are incorporated by reference as if set forth in full in the text of this Agreement.

2.8. *Recordation*. After this Agreement has been executed by the Parties, the Town shall record this Agreement in the office of the Pima County Recorder.

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

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

The "Developer":

CLB REAL PROPERTY HOLDING COMPANY LLC, an Arizona limited liability company
By: CLB PARTNERS, LLC, an Arizona limited liability company, its Manager

_____
Carson Brown, Member

Date: _____

By: Paloma Farms Trust, its Manager

_____
Larry Rollin, Management Trustee

Date: _____

TANGERINE PBS LLC, an Arizona limited liability company
By: PBS, LLC, an Arizona limited liability company, its Sole Member
By: PBS HOLDINGS LIMITED PARTNERSHIP, an Arizona limited partnership, its Manager
By: PBM INVESTMENTS, INC. an Arizona corporation, its General Partner

_____
Petra Schadeberg-Herrmann, President

Date: _____

[NOTARY PAGE FOLLOWS]

STATE OF ARIZONA)
) ss
County of _____)

The foregoing instrument was acknowledged before me on _____ by Carson Brown, Member of CLB PARTNERS, LLC, an Arizona limited liability company, Manager of CLB REAL PROPERTY HOLDING COMPANY LLC, an Arizona limited liability company, on behalf of CLB REAL PROPERTY HOLDING COMPANY LLC.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
) ss
County of _____)

The foregoing instrument was acknowledged before me on _____ by Larry Rollin, Management Trustee of PALOMA FARMS TRUST, Manager of CLB REAL PROPERTY HOLDING COMPANY LLC, an Arizona limited liability company, on behalf of CLB REAL PROPERTY HOLDING COMPANY LLC.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
) ss
County of _____)

The foregoing instrument was acknowledged before me on _____ by Petra Schadeberg-Herrmann, President of PBM INVESTMENTS, INC. an Arizona corporation, General Partner of PBS HOLDINGS LIMITED PARTNERSHIP, an Arizona limited partnership, Manager of PBS, LLC, an Arizona limited liability company, Sole Member of TANGERINE PBS LLC, an Arizona limited liability company, on behalf of TANGERINE PBS LLC.

(Seal)

_____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1: (APN: 217-33-001F and 217-33-001E)

The East half of Section 25, Township 11 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT the West half of the Southeast quarter;

FURTHER EXCEPT that portion described in Judgment recorded in Docket 7780, Page 3 described as follows:

BEGINNING at the Southeast corner of said Section 25;

THENCE, along the South boundary of said Section 25, South 89 degrees 31 minutes 37 seconds West, a distance of 163.21 feet to a point that bears North 89 degrees 31 minutes 37 seconds East 2482.79 feet from the South quarter corner of said Section 25;

THENCE, leaving said South boundary North 30 degrees 26 minutes 46 seconds West, a distance of 223.94 feet;

THENCE, North 59 degrees 33 minutes 14 seconds East, a distance of 99.99 feet;

THENCE, North 30 degrees 26 minutes 46 seconds West, a distance of 2270.45 feet to a point in the West boundary of the East half of the Southeast quarter of said Section 25;

THENCE, along said West boundary North 00 degrees 28 minutes 01 seconds West, a distance of 427.75 feet to the Northwest corner of said East half of the Southeast quarter;

THENCE, along the North boundary of the South half of said Section 25, South 89 degrees 32 minutes 12 seconds West, a distance of 246.76 feet;

THENCE, leaving said North boundary North 30 degrees 26 minutes 46 seconds West, a distance of 1266.83 feet;

THENCE, South 59 degrees 33 minutes 14 seconds West, a distance of 99.99 feet;

THENCE, North 34 degrees 49 minutes 22 seconds West, a distance of 406.64 feet;

THENCE, North 50 degrees 48 minutes 00 seconds East, a distance of 99.99 feet;

THENCE, North 39 degrees 12 minutes 00 seconds West, a distance of 326.34 feet to a point in the West boundary of said East half of Section 25;

THENCE, along said West boundary North 00 degrees 27 minutes 16 seconds West, a distance of 938.98 feet to the North quarter corner of said Section 25;

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EXHIBIT A
(Continued)

THENCE, along the North boundary of said Section 25 North 89 degrees 33 minutes 18 seconds East, a distance of 913.24 feet to a point that bears South 89 degrees 33 minutes 18 seconds West 1730.47 feet from the Northeast corner of said Section 25;

THENCE, leaving said North boundary South 39 degrees 12 minutes 00 seconds East, a distance of 798.10 feet;

THENCE, South 30 degrees 26 minutes 46 seconds East, a distance of 2464.96 feet to a point in the East boundary of said Section 25 that bears South 00 degrees 28 minutes 45 seconds East 2757.07 feet from the Northeast corner of said Section 25;

THENCE, along said East boundary South 00 degrees 28 minutes 45 seconds East, a distance of 2519.46 feet to the point of BEGINNING.

FURTHER EXCEPT that portion lying Northeasterly of the Northeasterly line of that portion described in Judgment recorded in Docket 7780, Page 3 described as follows:

BEGINNING at the Southeast corner of said Section 25;

THENCE, along the South boundary of said Section 25, South 89 degrees 31 minutes 37 seconds West, a distance of 163.21 feet to a point that bears North 89 degrees 31 minutes 37 seconds East 2482.79 feet from the South quarter corner of said Section 25;

THENCE, leaving said South boundary North 30 degrees 26 minutes 46 seconds West, a distance of 223.94 feet;

THENCE, North 59 degrees 33 minutes 14 seconds East, a distance of 99.99 feet;

THENCE, North 30 degrees 26 minutes 46 seconds West, a distance of 2270.45 feet to a point in the West boundary of the East half of the Southeast quarter of said Section 25;

THENCE, along said West boundary North 00 degrees 28 minutes 01 seconds West, a distance of 427.75 feet to the Northwest corner of said East half of the Southeast quarter;

THENCE, along the North boundary of the South half of said Section 25, South 89 degrees 32 minutes 12 seconds West, a distance of 246.76 feet;

THENCE, leaving said North boundary North 30 degrees 26 minutes 46 seconds West, a distance of 1266.83 feet;

THENCE, South 59 degrees 33 minutes 14 seconds West, a distance of 99.99 feet;

THENCE, North 34 degrees 49 minutes 22 seconds West, a distance of 406.64 feet;

THENCE, North 50 degrees 48 minutes 00 seconds East, a distance of 99.99 feet;

THENCE, North 39 degrees 12 minutes 00 seconds West, a distance of 326.34 feet to a point in the West boundary of said East half of Section 25;

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AMERICAN LAND TITLE ASSOCIATION

EXHIBIT A
(Continued)

THENCE, along said West boundary North 00 degrees 27 minutes 16 seconds West, a distance of 938.98 feet to the North quarter corner of said Section 25;
THENCE, along the North boundary of said Section 25 North 89 degrees 33 minutes 18 seconds East, a distance of 913.24 feet to a point that bears South 89 degrees 33 minutes 18 seconds West 1730.47 feet from the Northeast corner of said Section 25;

THENCE, leaving said North boundary South 39 degrees 12 minutes 00 seconds East, a distance of 798.10 feet;

THENCE, South 30 degrees 26 minutes 46 seconds East, a distance of 2464.96 feet to a point in the East boundary of said Section 25 that bears South 00 degrees 28 minutes 45 seconds East 2757.07 feet from the Northeast corner of said Section 25;

THENCE, along said East boundary South 00 degrees 28 minutes 45 seconds East, a distance of 2519.46 feet to the point of BEGINNING.

(Parcel No. 2 and Parcel No. 3 below comprise APN: 217-33-002Q, 217-33-002N, 217-33-002R, 217-33-002P and 217-33-002K)

Parcel No. 2:

The Northwest quarter of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT any portion of the West half of said Section 25, conveyed in Docket 7659, Page 5, being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 25;

Thence along the North boundary of said Section 25, North 89 degrees 33 minutes 18 seconds East recorded (North 89 degrees 45 minutes 44 seconds West, measured), a distance of 1890.12 feet recorded (1889.77 feet, measured) to the TRUE POINT OF BEGINNING;

Thence continuing along said North boundary, North 89 degrees 33 minutes 18 seconds East recorded (North 89 degrees 45 minutes 44 seconds West, measured), a distance of 753.59 to the Northeast corner of said West half of Section 25;

Thence along the East boundary of said West half, South 00 degrees 27 minutes 16 seconds East recorded (South 00 degrees 12 minutes 48 seconds East, measured), a distance of 938.98 feet to the point that bears North 00 degrees 27 minutes 16 seconds West recorded (North 00 degrees 12 minutes 48 seconds West, measured), 4338.86 feet distant from the South quarter corner of said Section 25;

Thence leaving said East boundary, North 39 degrees 12 minutes 00 seconds West recorded (North 38 degrees 31 minutes 35 seconds West, measured), a distance of 1204.08 feet recorded (1204.24 feet measured) to the TRUE POINT OF BEGINNING; AND

FURTHER EXCEPT that portion conveyed in Docket 9675, Page 1348 described as follows:

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EXHIBIT A
(Continued)

That portion of the West half of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, further described as follows:

COMMENCING at the Northwest corner of said Section 25;

Thence South 00 degrees 02 minutes 54 seconds East, along the West line of said Section 25, a distance of 1980.22 feet to the TRUE POINT OF BEGINNING;

Thence North 89 degrees 55 minutes 01 seconds East, 1624.60 feet;

Thence along a curve to the right, being concave to the West, having a radius of 1280.73 feet, a central angle of 29 degrees 58 minutes 59 seconds and arc length of 670.21 feet;

Thence South 10 degrees 00 minutes 00 seconds West, 604.97 feet;

Thence North 80 degrees 00 minutes 00 seconds West, 1453.52 feet to a point of curve:

Thence on a curve to the left, concave to the South, having a radius of 1250.00 feet, a central angle of 6 degrees 41 minutes 34 seconds, an arc length of 146.01 feet to the West Section line of said Section 25;

Thence North 00 degrees 02 minutes 40 seconds West, along the Section line, 324.03 feet to the West quarter corner thereof;

Thence North 00 degrees 02 minutes 54 seconds West, along said Section line, 660.16 feet to the TRUE POINT OF
BEGINNING; AND

FURTHER EXCEPT that portion described as Parcel 3 Docket 8874, Page 1453, described as follows::

That portion of the West half of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Northwest comer of said Section 25;

Thence North 89 degrees 56 minutes 32 seconds East along the North line of said Section 25, a distance of 1652.23 feet to the TRUE POINT OF BEGINNING;

Thence North 89 degrees 56 minutes 32 seconds East, a distance of 237.65 feet to a point on the Westerly right of way line of the Central Arizona Project:

Thence South 38 degrees 50 minutes 13 seconds East along said right of way line, a distance of 1203.99 feet to a point on the North and South mid-section line of said Section 25:

Thence South 00 degrees 04 minutes 54 seconds East, along said North and South mid-section line of said Section 25, a distance of 1700.41 feet to the center of said Section 25:

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EXHIBIT A
(Continued)

Thence South 00 degrees 04 minutes 54 seconds East, along said North and South mid-section line of said Section 25, a distance of 785.77 feet to a point;

Thence North 80 degrees 00 minutes 00 seconds West, a distance of 1086.07 feet to a point;

Thence North 10 degrees 00 minutes 00 seconds East, a distance of 604.97 feet to the point of curvature of a 1280.73 foot radius curve concave to the Southwest;

Thence Northerly along said curve through a central angle of 59 degrees 15 minutes 14 seconds, a distance of 1324.50 feet to a point having a radial bearing of South 40 degrees 44 minutes 46 seconds West;

Thence North 26 degrees 37 minutes 26 seconds East, a distance of 880.17 feet to a point;

Thence North 00 degrees 04 minutes 09 seconds West, a distance of 659.86 feet to a point on the North line of said Section 25 and the TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM that portion conveyed to the Town of Marana, an Arizona municipal corporation by Special Warranty Deed recorded July 2, 2018 at Recording No. 20181830679.

Parcel No. 3:

That portion of the West Half of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County. Arizona, further described as follows:

COMMENCING at the Northwest comer of said Section 25;

Thence North 89 degrees 56 minutes 32 seconds East, along the North Section line, a distance of 1652.23 feet to the TRUE POINT OF BEGINNING:

Thence continuing North 89 degrees 56 minutes 32 seconds East, 237.65 feet:

Thence South 38 degrees 50 minutes 13 seconds East, 1203.99 feet to a point on the center Section line;

Thence South 00 degrees 04 minutes 54 seconds East, along said center Section line, a distance of 1040.26 feet;

Thence South 89 degrees 55 minutes 01 seconds West, 1020.12 feet;

Thence along a curve to the left, concave to the Southwest, having a radius of 1280.73 feet, a central angle of 29 degrees 16 minutes 15 seconds, an arc length of 654.29 feet;

Thence North 26 degrees 37 minutes 26 seconds East, a distance of 880.17 feet;

Thence North 00 degrees 04 minutes 09 seconds West, 659.86 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the Town of Marana, an Arizona municipal corporation by Special Warranty Deed recorded July 2, 2018 at Recording No. 20181830679.

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EXHIBIT A
(Continued)

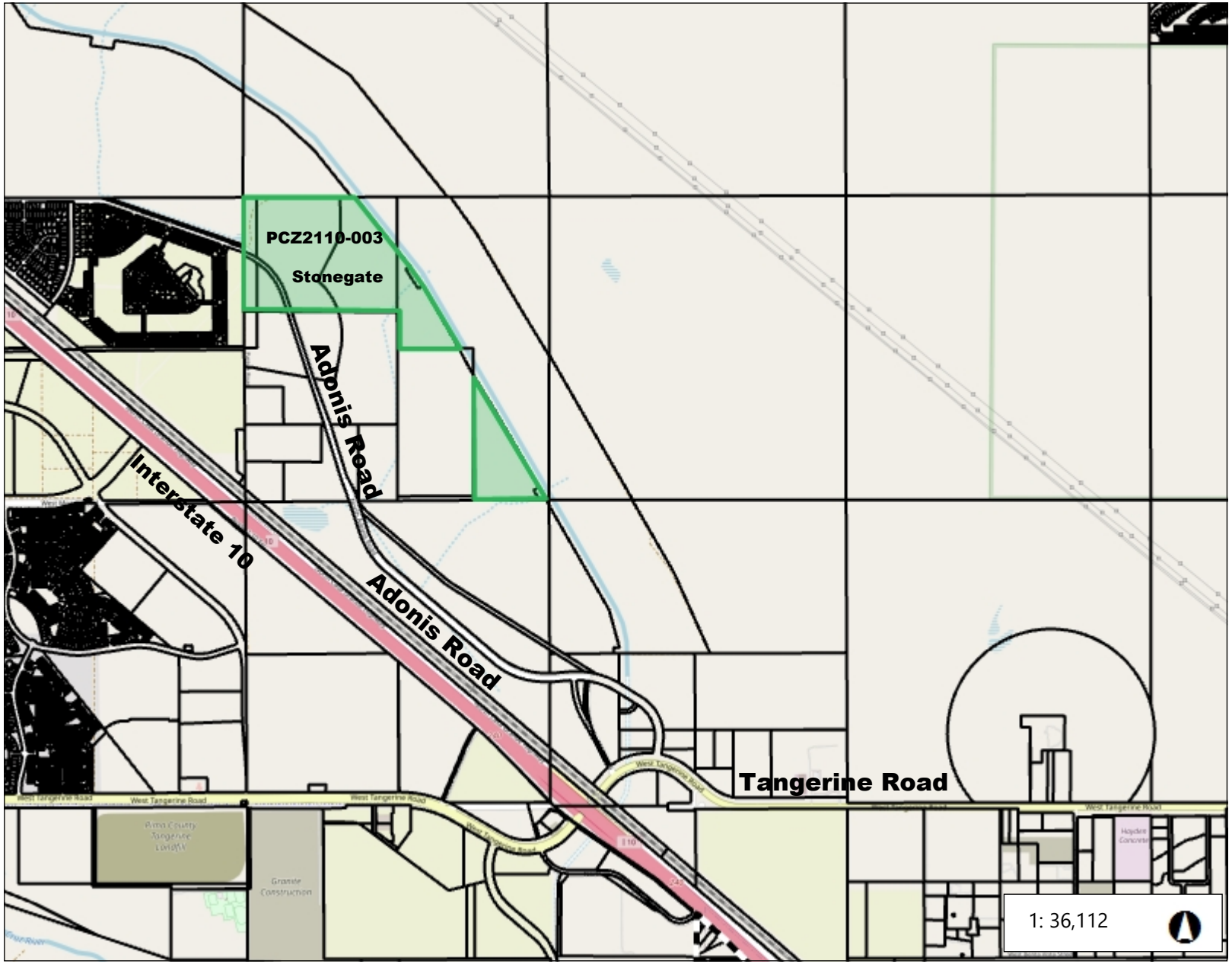
APN: **217-33-002L, 217-33-002K, 217-33-002C, 217-33-001E/217-33-001F**

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Town of Marana Planning

PCZ2110-003 Stonegate East Rezoning





Legend

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

Notes

1.1 0 0.57 1.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Tortolita Valley East		
Description of Project: Rezoning	Number of Lots: 777	
Parcel No.(s): Please see attached list	Gross Area (Acres): 165	
Project Address: Please see attached list		
Ref. Project No.:		

CONTACT INFORMATION

Owner: CLB Real Property Holding Company LLC	Contact Name: Carson Brown		
Address: 1121 W Warner Rd #109	City: Tempe	State: AZ	Zip: 85284
Email: Carson@WHoldings.com	Phone No.: (480) 831-2000		
Applicant: Same	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		
Consultant/Engineer: Paradigm Land Design LLC	Contact Name: Paul Oland		
Address: 7090 N Oracle Rd #178-193	City: Tucson	State: AZ	Zip: 85704
Email: GPO@ParadigmLand.US	Phone No.: (520) 664-4304		

OWNER/APPLICANT AUTHORIZATION

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

Paul Oland	Paul Oland Digitally signed by Paul Oland Date: 2021.10.15 16:20:55 -07'00'	10/15/2021
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

STONEGATE EAST
REZONING SITE ANALYSIS
(PCZ2110-003)

PREPARED BY:

PARADIGM LAND DESIGN LLC

CONTACT: PAUL OLAND
GPO@PARADIGMLAND.US
(520) 664-4304

IN COLLABORATION WITH:

Bowman

SWTE SOUTHWEST TRAFFIC ENGINEERING, LLC

WILDER Landscape Architects

MARCH 2022

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I. INTRODUCTION

A. PROJECT OVERVIEW

The Property subject to this rezoning request (the "Property") is proposed to be developed residentially as part of an assemblage of properties including the existing Tortolita Shadows Specific Plan and Rancho Marana Specific Plan, both of which are adjacent to the Property and both of which allow more intense land uses in areas closer to Interstate-10. The Property is 165 acres and is proposed to house up to 777 units and have an overall density of up to 4.7 homes per acre. In this document the overall assemblage is referred to as the Stonegate Master Plan, and totals approximately 685 acres. The Make Marana 2040 General Plan's "Traditional Neighborhood" designation is appropriate for the Property, as proposed. The Property has been subject to grazing and/or farming for many years and is surrounded by undeveloped parcels.

This document has been prepared in support of a request to rezone the Property from "E Transportation Corridor" to "MR-1 Multi-Family Residential," "R-4 Residential," and "R-5 Residential" in order to allow the development as proposed.

B. PRIMARY OBJECTIVES

- Provide much needed high-quality, energy efficient, single-family detached homes for new residents wishing to live in the Town of Marana. Homebuyers continue to exhibit very strong demand for new homes in this northwest part of the greater Tucson metropolitan area.

- Provide a variety of residential options to accommodate moderate-income families.

- Construct a residential community that is compatible with both existing and future surrounding land uses.

- Provide additional recreational opportunities in this part of Marana.

- By assembling the Stonegate Master Plan, the developers are building on the previous master planning and zoning of the Tortolita Shadows Specific Plan and Rancho Marana East Specific Plan to include what would otherwise be piecemeal development parcels between those two specific plans and the CAP canal.

C. MARANA STRATEGIC PLAN COMPLIANCE

The Town of Marana Strategic Plan calls for new developments and neighborhoods to create areas with meaningful open space, trail connectivity, and active recreation areas. This Property within the Stonegate Master Plan will fulfill all these requirements by providing recreation areas and trail connections in accordance with the Town's recreational design standards.

II. INVENTORY & ANALYSIS

The purpose of the Inventory & Analysis section of this document is to catalog the various developmental opportunities and constraints impacting the property in order to provide a meaningful and relevant context for the development proposal detailed in Section III of this document. Through careful consideration of these existing conditions a design can be deemed compatible with its surroundings and appropriate for the area.

A. EXISTING LAND USES

1. Site Location

The Property, which is comprised of two separate areas, is located between the western edge of the CAP canal and the Tortolita Shadows Specific Plan and Rancho Marana East Specific Plan, approximately one-half mile east of Interstate-10 between the alignments of Moore Road and Grier Road within Section 25, Township 11, Range 11 East, Town of Marana, Arizona. The Property lies along to the north and east of the Tortolita Shadows Specific Plan and totals approximately 165 acres and includes Assessor Parcels 217-33-001E, 217-33-001F, 217-33-002K, 217-33-002N, 217-33-002P, 217-33-002Q & 217-33-002R. See Exhibit II-A-1: Site Location Map.

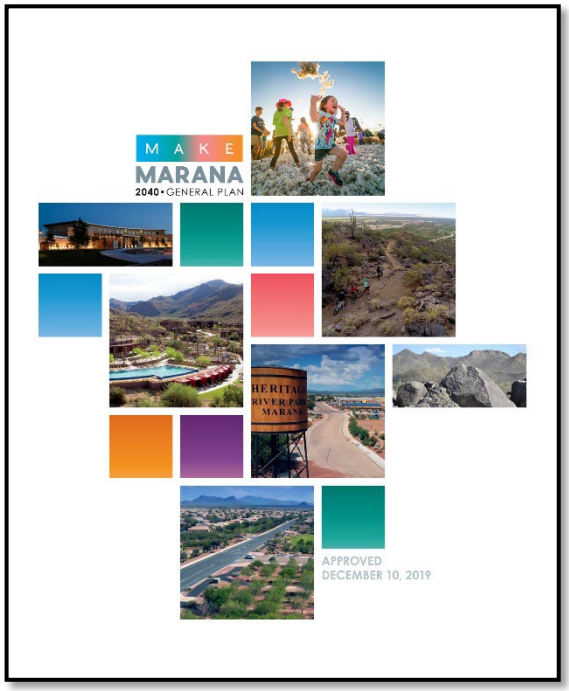
The Project's administrative address is 13106 N. Patton Rd., Marana, AZ 85658.

2. Existing Land Uses, Onsite Zoning & General Plan

The Property is currently undeveloped and vacant. See Exhibit II-A-2: Existing Land Uses.

The Property is currently zoned E (Transportation Corridor). See Exhibit II-A-4: Existing Zoning.

The Make Marana 2040 General Plan designates the Property as Traditional Neighborhood within the "Central Growth Area". As stated in the General Plan, this Central Growth Area is projected to become the main "Downtown" area for the Town of Marana. With lots of space for growth, this area is envisioned to include event and gathering spaces, shops, entertainment destinations, and employment opportunities. New residential developments such as the Tortolita Shadows Master Plan will help support robust commercial activity throughout Downtown. The Master Plan, including the Property, will provide a variety of housing types and price ranges to promote growth near Downtown Marana. See Exhibit II-A-3: Existing General Plan Land Uses.



3. Existing Adjacent Zoning and Land Uses within ¼-Mile of the Property

a. Surrounding Zoning & Land Uses

The Property is surrounded by properties featuring the following zoning designations and land uses. See Exhibit II-A-2: Existing Land Uses and Exhibit II-A-4: Existing Zoning.

N:	Existing zoning:	A-Small Lot Zone & AG Agricultural
	Existing land use:	CAP Canal & Arizona State Land
NE:	Existing zoning:	A-Small Lot Zone & AG Agricultural
	Existing land use:	CAP Canal & Arizona State Land
E:	Existing zoning:	AG Agricultural
	Existing land use:	CAP Canal & Arizona State Land
SE:	Existing zoning:	AG Agricultural & Specific Plan
	Existing land use:	CAP Canal & Undeveloped
S:	Existing zoning:	Specific Plan
	Existing land use:	Interstate 10 Frontage Road & Undeveloped
SW:	Existing zoning:	Specific Plan
	Existing land use:	Interstate 10 Frontage Road & Artco
W:	Existing zoning:	Specific Plan
	Existing land use:	Artco
NW:	Existing zoning:	AG Agricultural
	Existing land use:	Arizona State Land

b. Surrounding Building Heights

There are no structures nearby the Property.

c. Nearby Pending Rezonings

There are no pending rezonings within one-quarter mile.

d. Nearby Approved Rezonings

The Rancho Marana East Specific Plan is immediately adjacent to the Property's western boundary. The Property is along the Tortolita Shadows Specific Plan's northern and eastern boundaries. Both specific plans are part of the Stonegate Master Plan. The Mandarina Specific Plan is immediately south of the Property.

A Conditional Use Permit (CUP2110-001) was recently approved in the southwest corner of the Stonegate Master Plan to permit single-family homes within 1,000 feet of the Union Pacific Railroad.

e. Nearby Approved Subdivisions & Development Plans

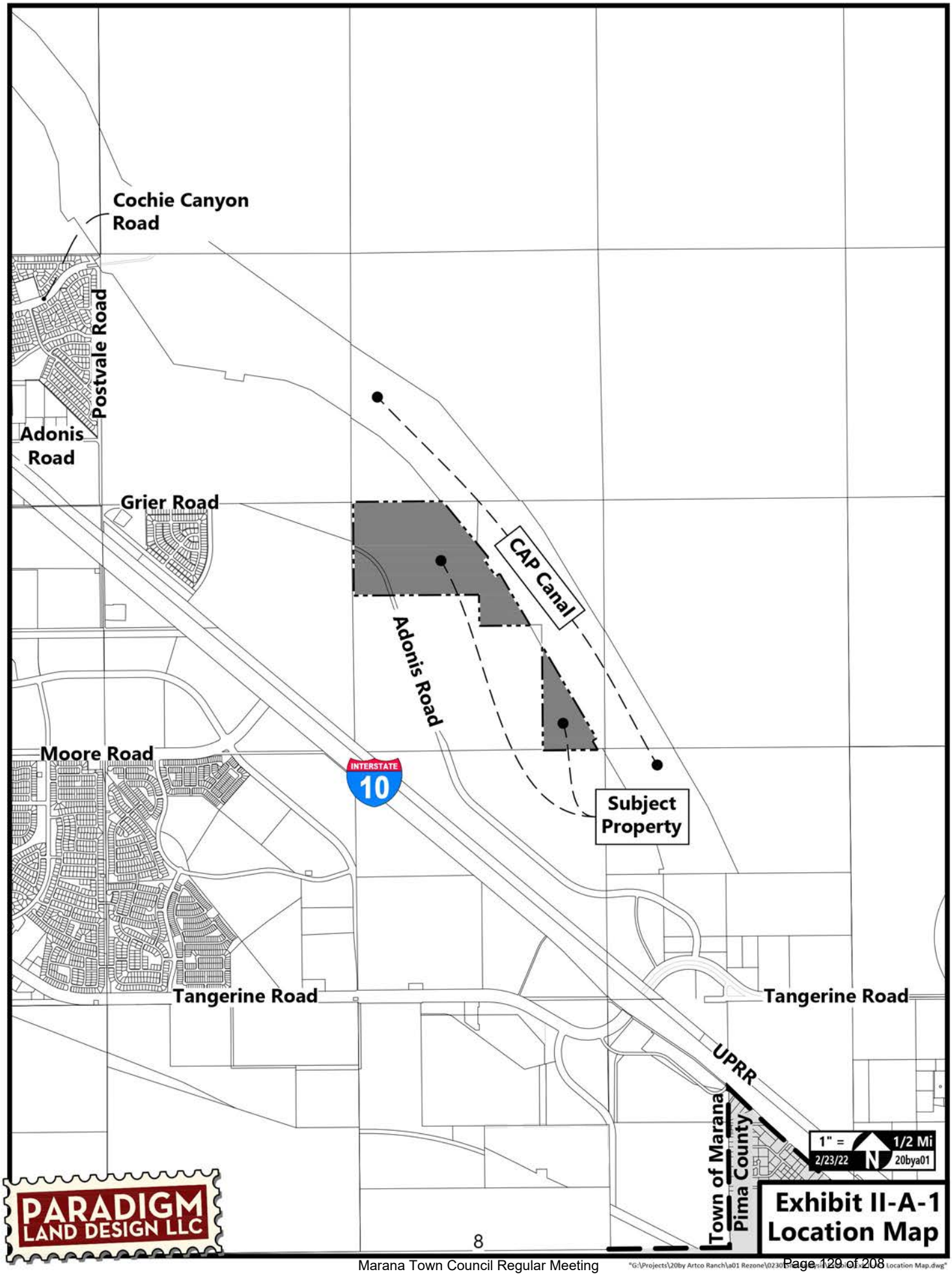
The Adonis Mobile Home Park is a little more than a half-mile west of the Property. A portion of the Rancho Marana East Specific Plan was platted in 1999 as La Mirage Estates, but that plat is planned to be abandoned as part of the development of the overall Stonegate Master Plan.

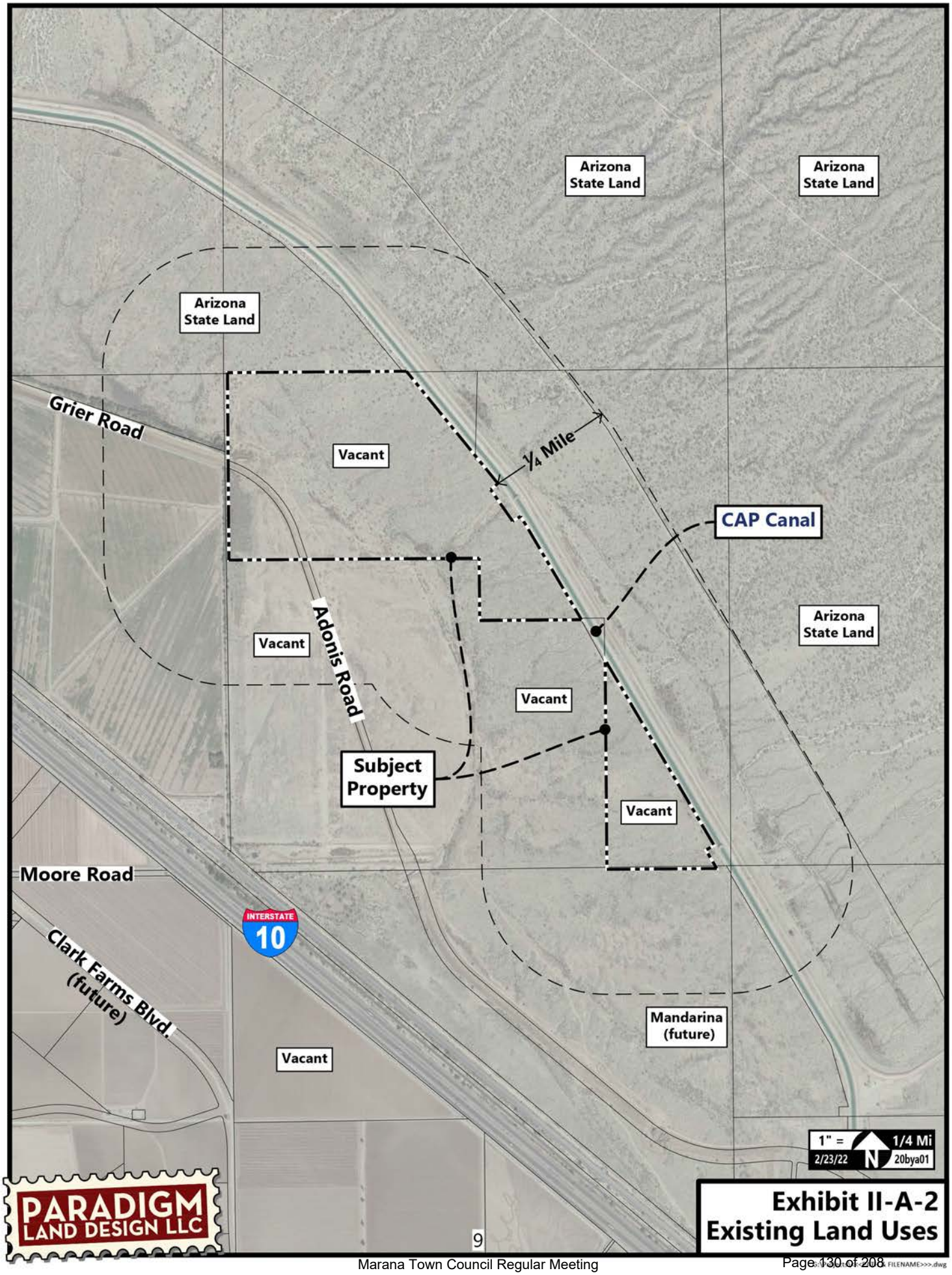
f. Architectural Styles used in Adjacent Properties

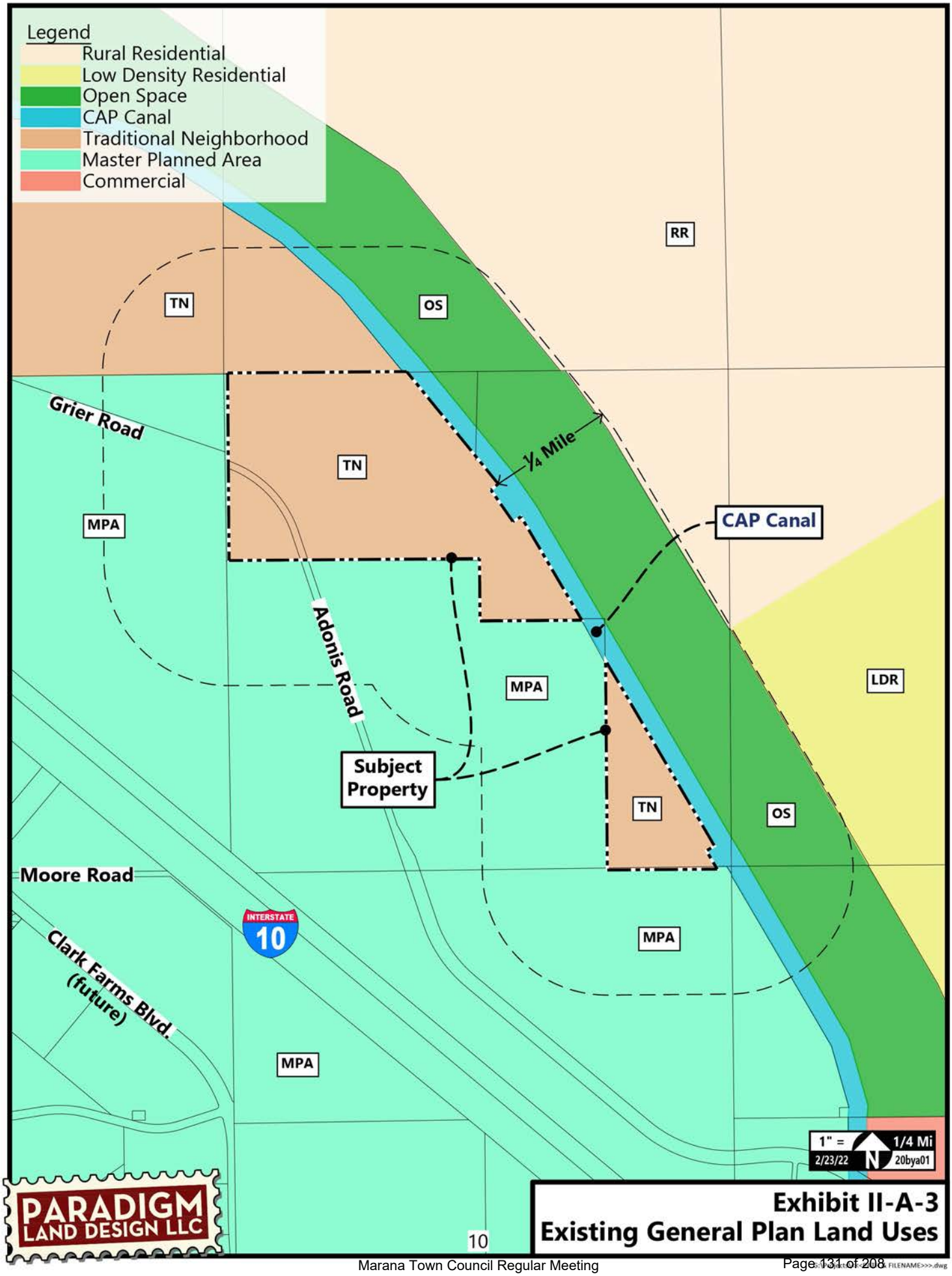
Adjacent properties are not developed. The nearest development is the Adonis Mobile Home Park, which is approximately one-half mile west of the Property. Architectural styles in that development are typical of prefabricated homes.

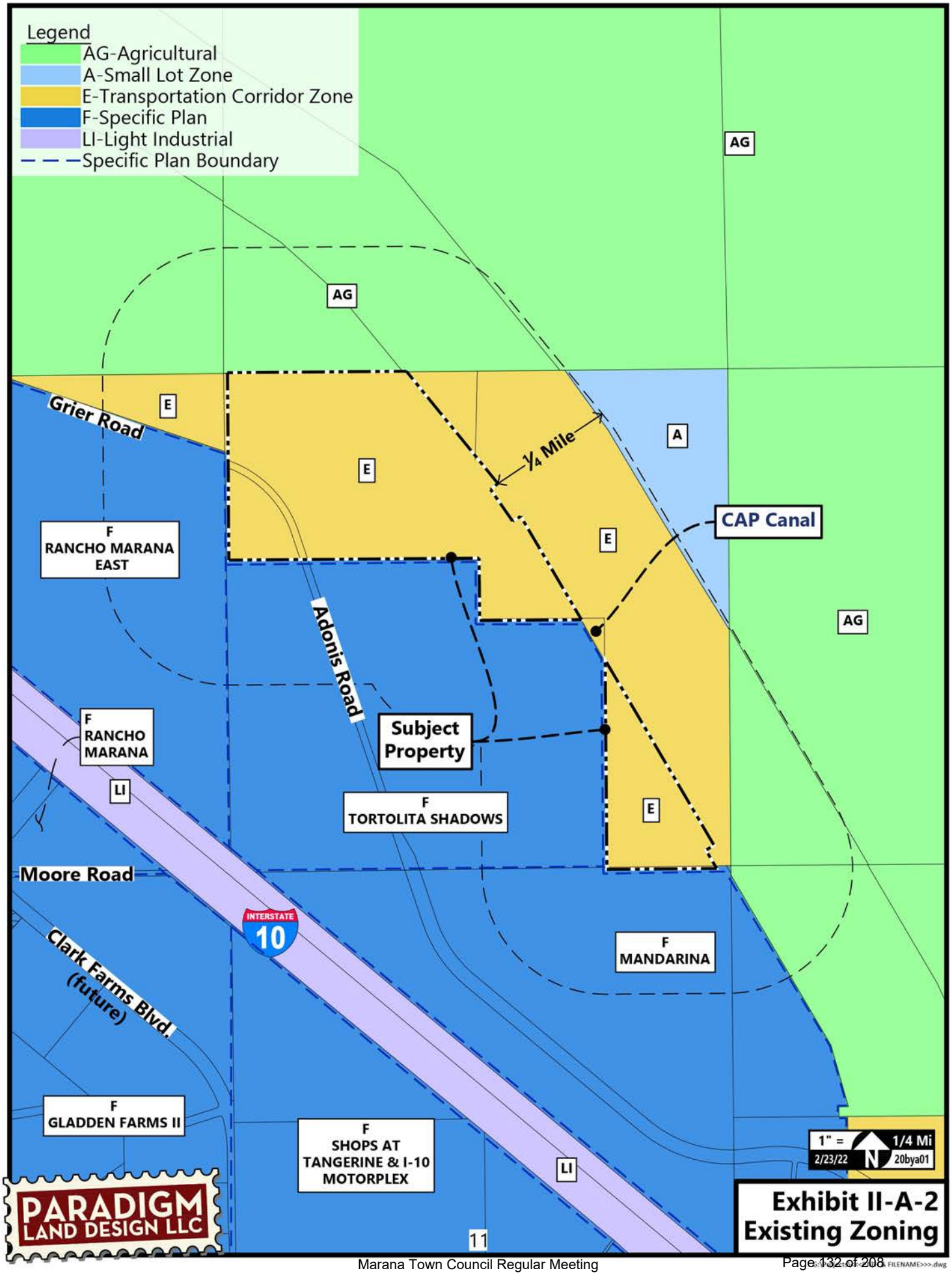
The Adonis Mobile Home Park




Cochie Canyon Road
Postvale Road
Adonis Road
Grier Road
CAP Canal
Adonis Road
Moore Road
INTERSTATE 10
Subject Property
Tangerine Road
Tangerine Road
UPRR
Town of Marana
Pima County
1" = 1/2 Mi
2/23/22
N
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-A-1
Location Map


Arizona State Land
Arizona State Land
Arizona State Land
Grier Road
Vacant
¼ Mile
CAP Canal
Arizona State Land
Adonis Road
Vacant
Vacant
Subject Property
Vacant
Moore Road
INTERSTATE 10
Clark Farms Blvd. (future)
Mandarina (future)
Vacant
1" = 1/4 Mi
2/23/22
N
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-A-2
Existing Land Uses


Legend
Rural Residential
Low Density Residential
Open Space
CAP Canal
Traditional Neighborhood
Master Planned Area
Commercial
RR
TN
OS
Grier Road
TN
¼ Mile
MPA
CAP Canal
Adonis Road
MPA
LDR
Subject Property
TN
OS
Moore Road
INTERSTATE 10
MPA
Clark Farms Blvd. (future)
MPA
1" = 1/4 Mi
2/23/22
N
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-A-3
Existing General Plan Land Uses


Legend
AG-Agricultural
A-Small Lot Zone
E-Transportation Corridor Zone
F-Specific Plan
LI-Light Industrial
Specific Plan Boundary
AG
AG
Grier Road
E
E
¼ Mile
A
CAP Canal
E
F
RANCHO MARANA
EAST
Adonis Road
AG
Subject
Property
F
RANCHO
MARANA
LI
F
TORTOLITA SHADOWS
E
Moore Road
INTERSTATE
10
F
MANDARINA
Clark Farms Blvd.
(future)
F
GLADDEN FARMS II
F
SHOPS AT
TANGERINE & I-10
MOTORPLEX
LI
11
1" =
1/4 Mi
2/23/22
N
20bya01
PARADIGM
LAND DESIGN LLC
Exhibit II-A-2
Existing Zoning

B. TOPOGRAPHY AND SLOPE

1. Topographic Characteristics

The topography of the Property is characterized by relatively flat terrain. The property generally slopes gently downward from northeast to southwest. Elevations range from approximately 2,046 feet above sea level at the northeast corner to approximately 2,010 feet above sea level at the southwest corner of the property. The Property does not contain any hillside conservation areas, rock outcrops, slopes of 15% or greater, or other significant topographic features. See Exhibit II-B-1: Topography.

2. Pre-Development Slope

a. Average Cross-Slope

The pre-development average cross-slope of the Property is approximately 1.8%, according to the following formula:

C = Contour Interval
L = Length of Topographic Contours
A = Acreage of Property

(C x L x 0.0023) / A = Average Cross Slope
(1' x 126,180' x 0.0023) / 165.2 = 1.8%

b. Average Overall Slope

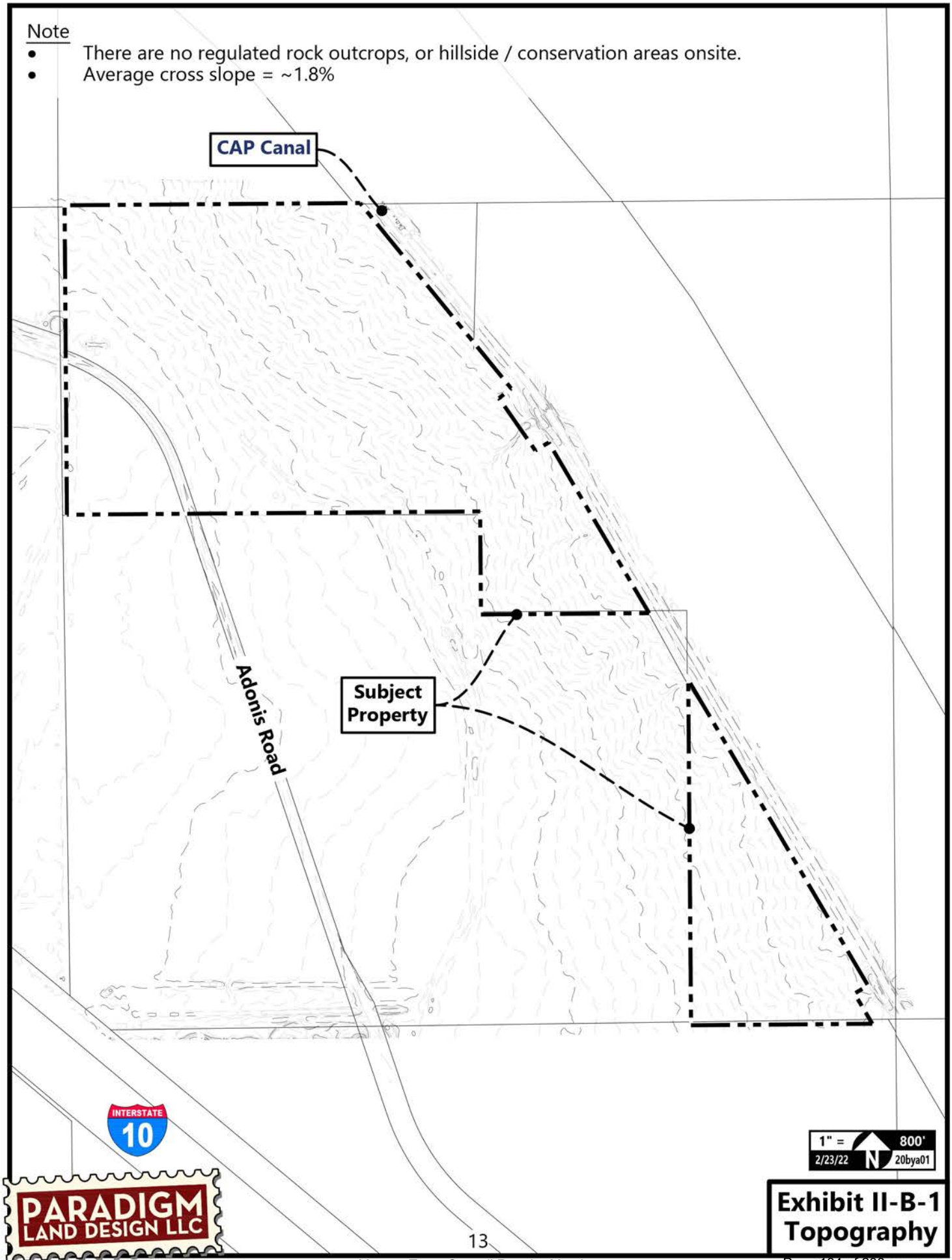
The pre-development average overall slope is 1.3% from the northeast corner to the southwest corner of the project boundary.

A Relatively Flat Site



Note

- There are no regulated rock outcrops, or hillside / conservation areas onsite.
- Average cross slope = ~1.8%



PARADIGM LAND DESIGN LLC

Exhibit II-B-1
Topography

C. HYDROLOGY

This section of the site analysis was prepared by Bowman Engineering and describes pre-development onsite hydrologic and hydraulic characteristics relative to the overall Stonegate Master Plan because the rezoning property is integrally connected to the overall drainage design.

1. Offsite Features Affecting Site

   There are several drainage features impacting the site drainage conditions. Upstream of the site, there are two drainage crossings of the CAP channel that will discharge at the site boundary. Downstream of the site there are three drainage crossings of the existing Union Pacific Railroad that will divert flow away from the site. Please see Exhibit II-C-1: Onsite Hydrology.

2. Acreage of Upstream Offsite Watersheds

   The offsite watershed contributing area impacting this property on the northerly property limits is approximately 31,000± acres (48± sq. mi.). The offsite watershed is characterized by shallow undeveloped areas, with sparse vegetation draining southwesterly from the Tortolita Mountains before being rerouted southeasterly by the CAP Canal and away from the site. However, a portion of the offsite runoff enters the site at Concentration Points I, II & III. Please see Exhibit II-C-1: Onsite Hydrology.

   The remainder of the watershed runoff is conveyed southeasterly to Tangerine Road where it is routed west onto the I-10 and UPRR facilities. The flow is routed northwesterly from Tangerine Road along the UPRR facilities before entering the site's southwestern corner, adjacent to the future Mandarina development and associated improvements (Concentration Point IV).

   A recent study (Existing Conditions Two-Dimensional Hydraulic Modeling Study Report; CMG Drainage Engineering Inc 2020) for the Town of Marana Northwest Area Drainage Master Plan areas East of the Santa Cruz River calculated the design flows for the upstream watershed and associated concentration points, including the following adjacent to the site:

Concentration Point	Q100 (CFS)
I	319
II	490
III	737
IV	3,207

   This flow is routed across the property, northwesterly along the east side of the adjacent UPRR berm. There are three drainageway crossings that divert some of the flow west and across the I-10 and UPRR rights-of-way (Please see Exhibit II-C-1: Onsite Hydrology, Concentration Point V, VI, VII). The flow exits the site at Concentration Point VIII.

A Floodplain Permit obtained by the Union Pacific RR (Olson 2008) provides the design flows for the diversion flows exiting the site. The diversion concentration points and associated design flows are depicted on Exhibit II-C-1: Onsite Hydrology and summarized as follows:

Concentration Point	Q100 (CFS)
V	75
VI	916
VII	1,695
VIII	2,074

3. Onsite Hydrology Characteristics

The previously mentioned study provided the existing drainage conditions for the site as follows:

a. 100-Year Floodplains with Discharges ≥ 50 CFS with flow depths greater than 0.2'

There are a total of eight floodplain cross-sections provided by the study Flo-2d model within or adjacent to the project site. These floodplain cross-sections provided the associated design flows that are depicted on Exhibit II-C-1: Onsite Hydrology.

b. Areas of Sheet Flooding and Average Depths

Historically, the site and offsite areas have been characterized as sheet flooding areas with depths ranging from 1 to 3 feet (Refer to FEMA FIRM Panels 1014C 1030L & 1035L) depicted on Exhibit II-C-2: FEMA Floodplain. However, The CAP channel concentrates the sheet flooding areas (Within Watershed I) before entering onto the site. Currently the site is impacted by concentrated flows at the drainageway crossings over the CAP channel. The flows then disperse onto narrow sheet flooding areas with a 1-foot depth.

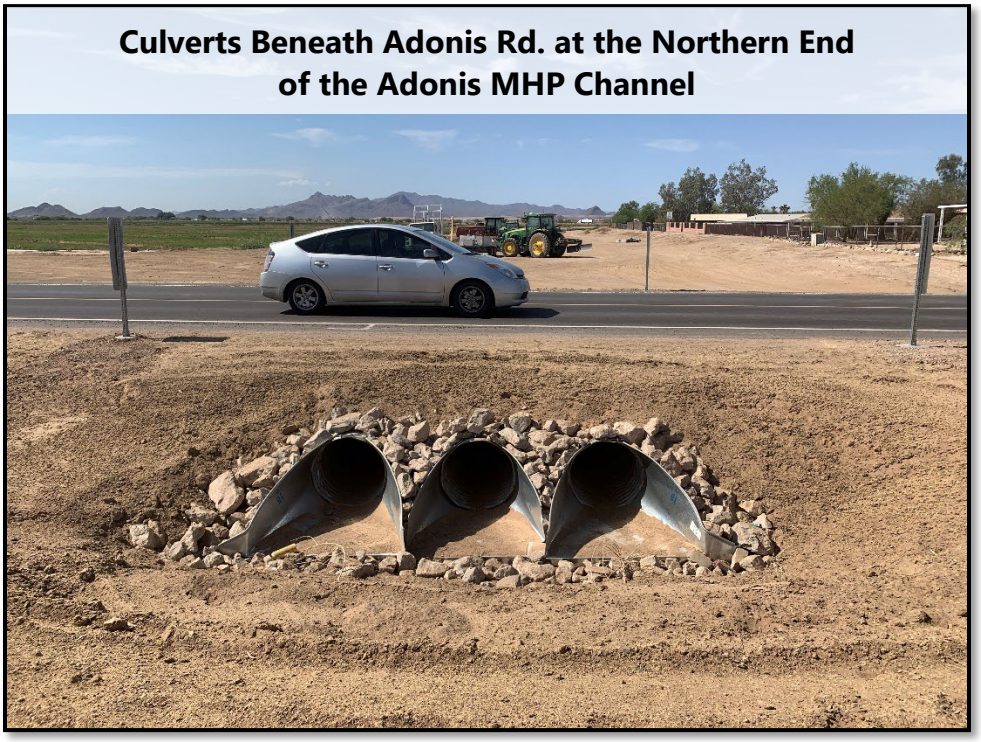
Similarly, the Railroad improvements have concentrated the flow (Within Watershed II) along its easterly berm and conveyed the runoff northwesterly entering the site at the southwesterly corner and exiting the site at the northwesterly corner.

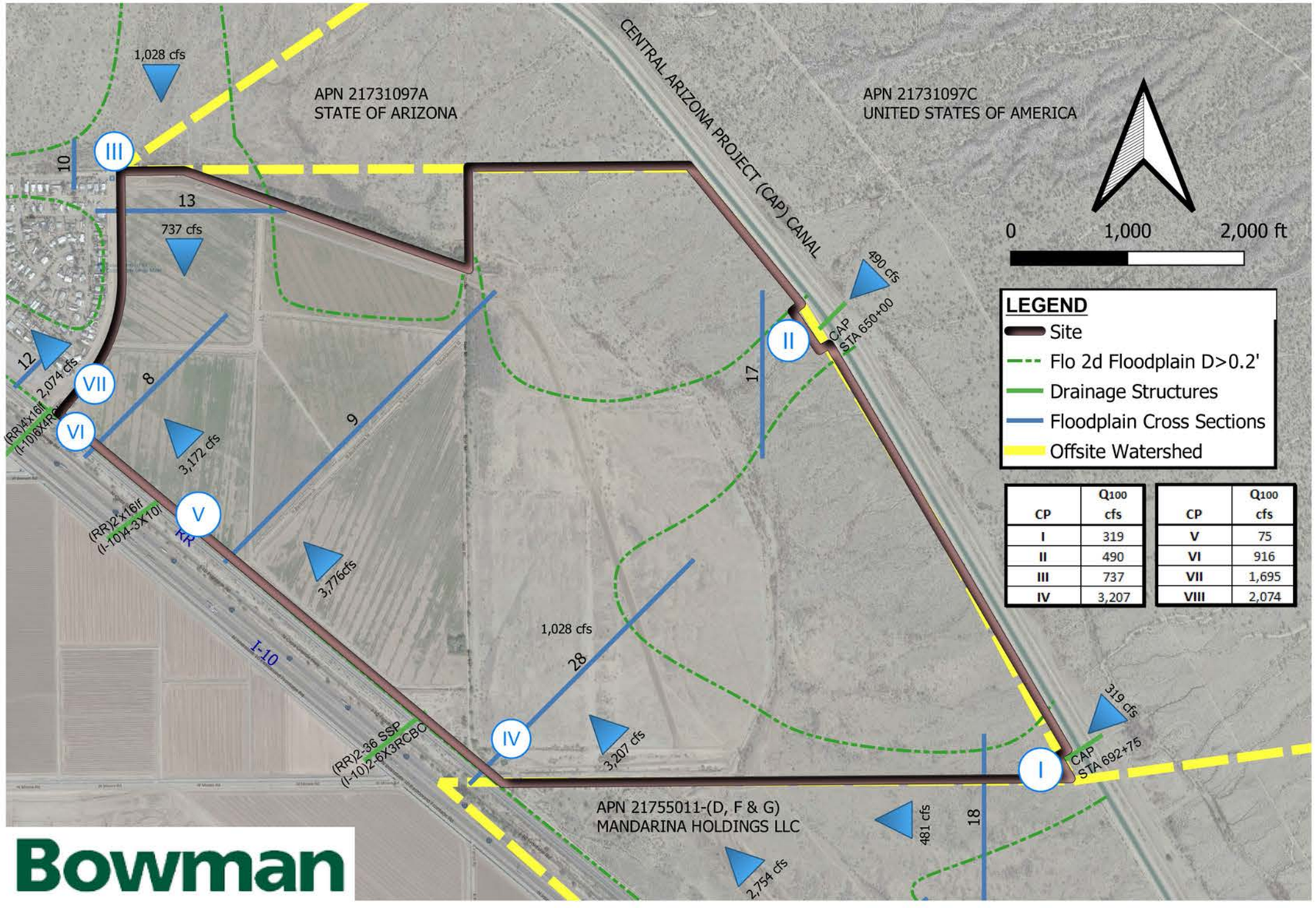
c. Federally mapped floodways and floodplains

The FEMA Flood Insurance Rate Map Panel 04019C1035L shows most of the Property to be in Zone X which indicates "areas determined to be outside the 0.2% annual chance floodplain". Two small portions of the Property align with existing overshoots crossing the CAP canal, which allow some stormwater to enter the Property. Those areas are designated by FEMA as Zone AO-1 which indicates areas of 1% annual chance flooding with an average depth of 1 foot (usually sheet flow on sloping terrain). Please see Exhibit II-C-2: FEMA Floodplain.

4. Existing Drainage Conditions along the Downstream Property Boundary

There is a (180'+) drainageway owned by the Town of Marana along the southwestern boundary of the Adonis mobile home subdivision that intercepts stormwater runoff from the site and offsite areas and conveys it northwesterly along and adjacent the UPRR right-of-way until it discharges at the Guild Wash (Approximately six miles north of the site). Important to note, there are several side drainageway crossings outlets discharging flow west in the direction of the Interstate-10. Moreover, I-10 contains roadway drainageway crossings that will convey said side flows toward the Santa Cruz Wash.



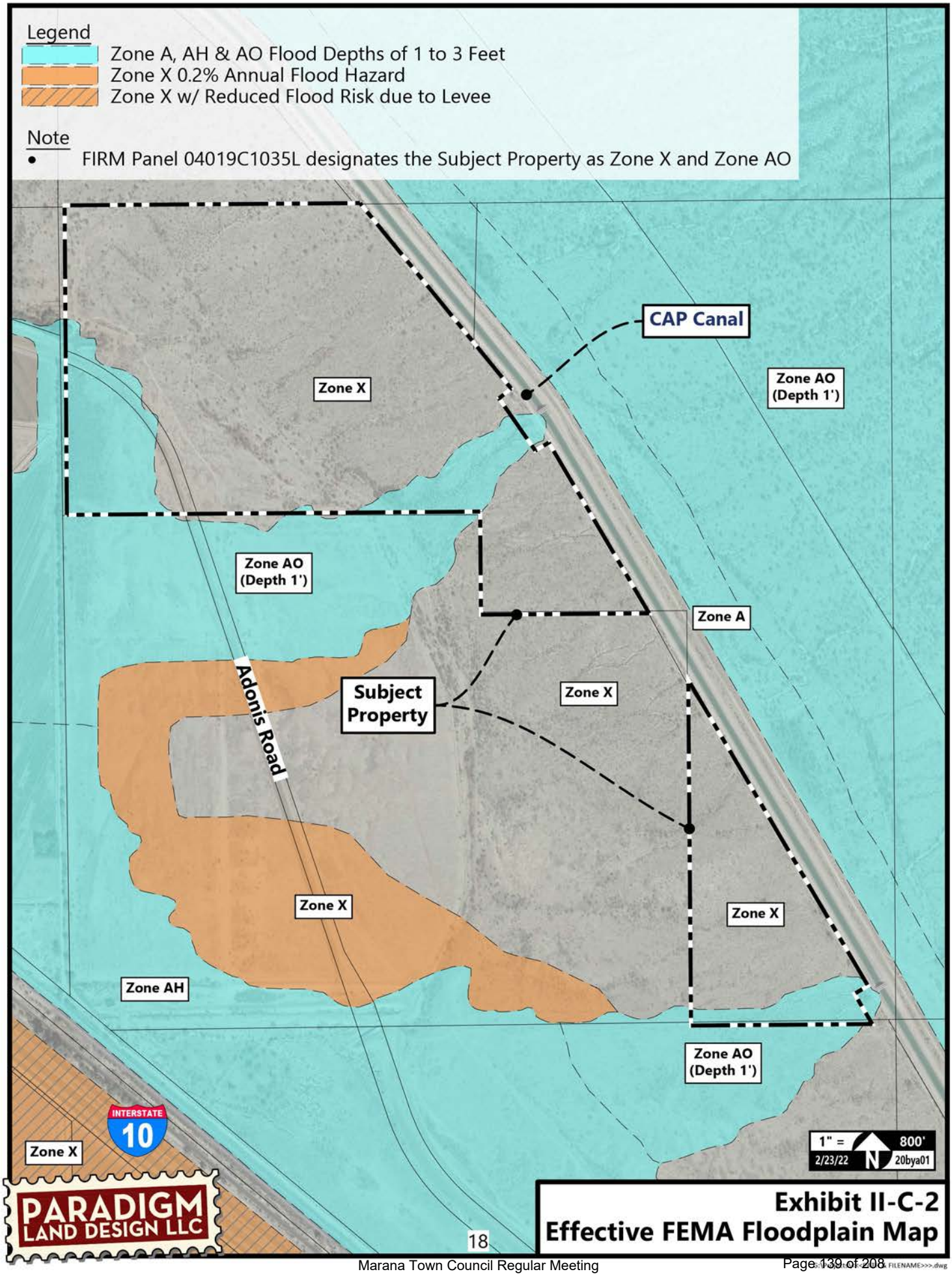


CP	Q_{100} cfs
I	319
II	490
III	737
IV	3,207

CP	Q_{100} cfs
V	75
VI	916
VII	1,695
VIII	2,074

Bowman

EXHIBIT II-C-1


Legend
Zone A, AH & AO Flood Depths of 1 to 3 Feet
Zone X 0.2% Annual Flood Hazard
Zone X w/ Reduced Flood Risk due to Levee
Note
• FIRM Panel 04019C1035L designates the Subject Property as Zone X and Zone AO
CAP Canal
Zone X
Zone AO (Depth 1')
Zone AO (Depth 1')
Zone A
Adonis Road
Subject Property
Zone X
Zone X
Zone X
Zone AH
Zone AO (Depth 1')
INTERSTATE 10
Zone X
1" = 800'
2/23/22
N
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-C-2
Effective FEMA Floodplain Map

D. VEGETATION

1. Onsite Vegetative Communities

   There is sparse native vegetation onsite, consisting mainly of Sonoran Desert Scrub. There are no significant or native species within the limits of the Property.

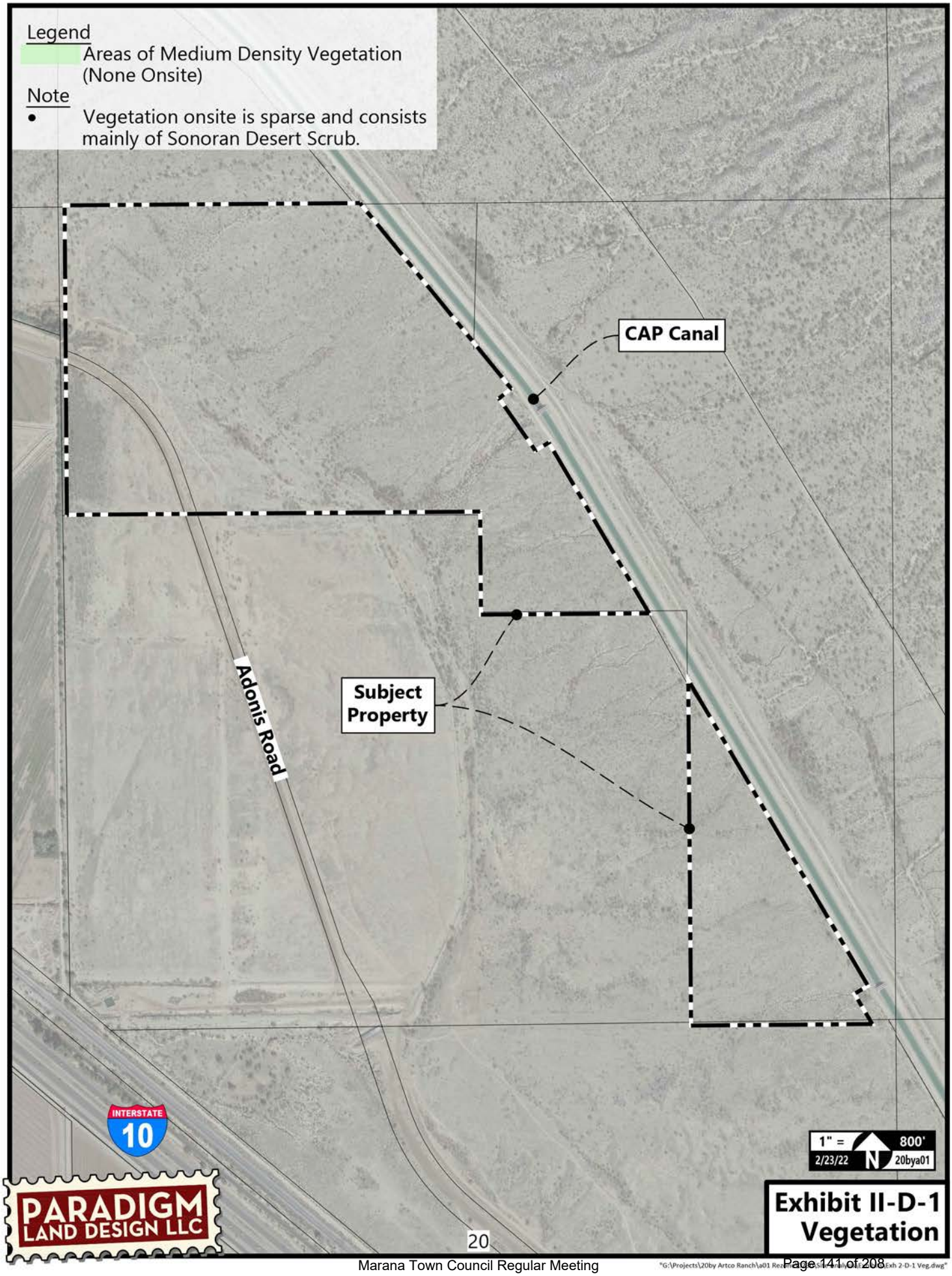
2. Significant, Threatened, or Endangered Flora

   No threatened or endangered flora are known to exist onsite.

3. Vegetative Densities

   Vegetative density of the Property is less than 10% plant cover. See Exhibit II-D-1: Vegetation.




Legend
Areas of Medium Density Vegetation (None Onsite)
Note
• Vegetation onsite is sparse and consists mainly of Sonoran Desert Scrub.
CAP Canal
Subject Property
Adonis Road
INTERSTATE 10
1" = 800'
2/23/22
N
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-D-1
Vegetation

E. WILDLIFE

The Arizona Game and Fish Department's online review tool has been consulted, and the Environmental Review report, dated May 14, 2021, indicates that several federally listed species have been known to exist in the vicinity of this development. Any protected species encountered onsite will be handled according to applicable regulatory criteria. See Exhibit II-E-1: AZGFD Report.



Exhibit II-E-1: AZGFD Report

Arizona Environmental Online Review Tool Report

Arizona Game and Fish Department Mission
To conserve Arizona's diverse wildlife resources and manage for safe, compatible outdoor recreation opportunities for current and future generations.

Project Name:
Artco

Project Description:
Artco

Project Type:
Development Outside Municipalities (Rural Development), Residential subdivision and associated infrastructure, Maintenance/expansion/rehabilitation of existing facilities

Contact Person:
Paul Oland

Organization:
Paradigm Land Design LLC

On Behalf Of:
CONSULTING

Project ID:
HGIS-13506

Please review the entire report for project type and/or species recommendations for the location information entered. Please retain a copy for future reference.

Page 1 of 12

Exhibit II-E-1: AZGFD Report (cont'd)

Disclaimer:

1. This Environmental Review is based on the project study area that was entered. The report must be updated if the project study area, location, or the type of project changes.
2. This is a preliminary environmental screening tool. It is not a substitute for the potential knowledge gained by having a biologist conduct a field survey of the project area. This review is also not intended to replace environmental consultation (including federal consultation under the Endangered Species Act), land use permitting, or the Departments review of site-specific projects.
3. The Departments Heritage Data Management System (HDMS) data is not intended to include potential distribution of special status species. Arizona is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there. HDMS data contains information about species occurrences that have actually been reported to the Department. Not all of Arizona has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity. Such surveys may reveal previously undocumented population of species of special concern.
4. HabiMap Arizona data, specifically Species of Greatest Conservation Need (SGCN) under our State Wildlife Action Plan (SWAP) and Species of Economic and Recreational Importance (SERI), represent potential species distribution models for the State of Arizona which are subject to ongoing change, modification and refinement. The status of a wildlife resource can change quickly, and the availability of new data will necessitate a refined assessment.

Locations Accuracy Disclaimer:
Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Report is solely responsible for the project location and thus the correctness of the Project Review Report content.

Exhibit II-E-1: AZGFD Report (cont'd)

Recommendations Disclaimer:

1. The Department is interested in the conservation of all fish and wildlife resources, including those species listed in this report and those that may have not been documented within the project vicinity as well as other game and nongame wildlife.
2. Recommendations have been made by the Department, under authority of Arizona Revised Statutes Title 5 (Amusements and Sports), 17 (Game and Fish), and 28 (Transportation).
3. Potential impacts to fish and wildlife resources may be minimized or avoided by the recommendations generated from information submitted for your proposed project. These recommendations are preliminary in scope, designed to provide early considerations on all species of wildlife.
4. Making this information directly available does not substitute for the Department's review of project proposals, and should not decrease our opportunity to review and evaluate additional project information and/or new project proposals.
5. Further coordination with the Department requires the submittal of this Environmental Review Report with a cover letter and project plans or documentation that includes project narrative, acreage to be impacted, how construction or project activity(s) are to be accomplished, and project locality information (including site map). Once AGFD had received the information, please allow 30 days for completion of project reviews. Send requests to:
   Project Evaluation Program, Habitat Branch
   Arizona Game and Fish Department
   5000 West Carefree Highway
   Phoenix, Arizona 85086-5000
   Phone Number: (623) 236-7600
   Fax Number: (623) 236-7366
   Or
   PEP@azgfd.gov
6. Coordination may also be necessary under the National Environmental Policy Act (NEPA) and/or Endangered Species Act (ESA). Site specific recommendations may be proposed during further NEPA/ESA analysis or through coordination with affected agencies

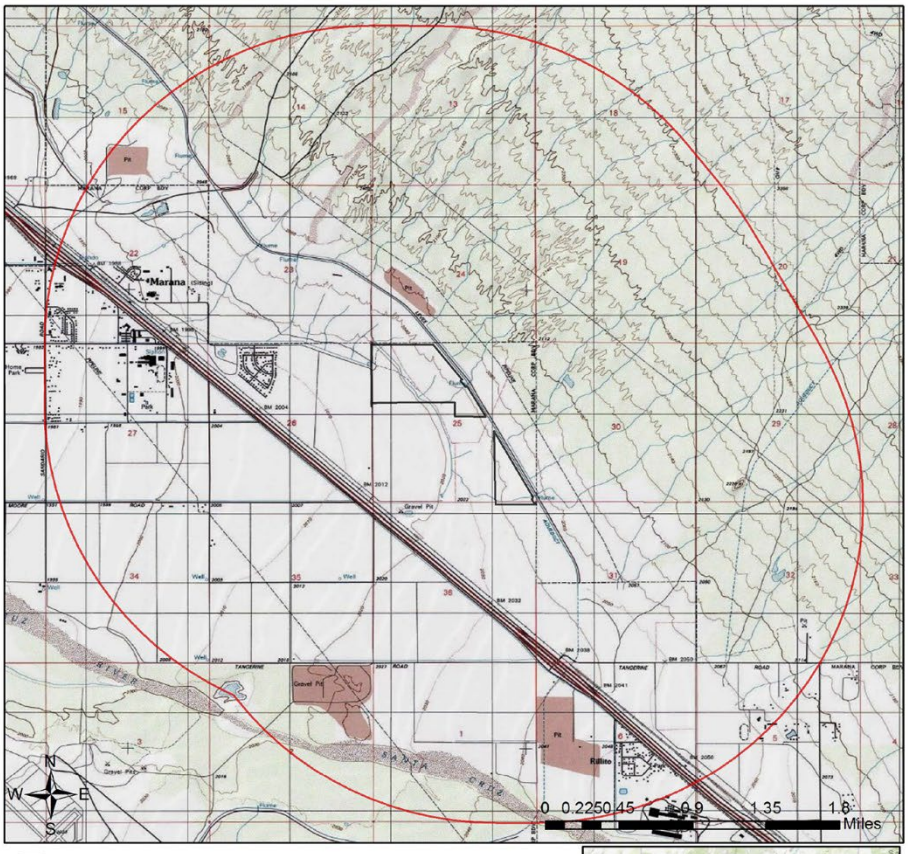
Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-13506

project_report_artco_42972_44344.pdf
Review Date: 5/14/2021 03:44:26 PM

Artco

USA Topo Basemap With Locator Map



Project Boundary

Buffered Project Boundary

Project Size (acres): 167.74

Lat/Long (DD): 32.4483 / -111.1758

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T11S, R11E; T11S, R12E

USGS Quad(s): MARANA



Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap

Page 4 of 12

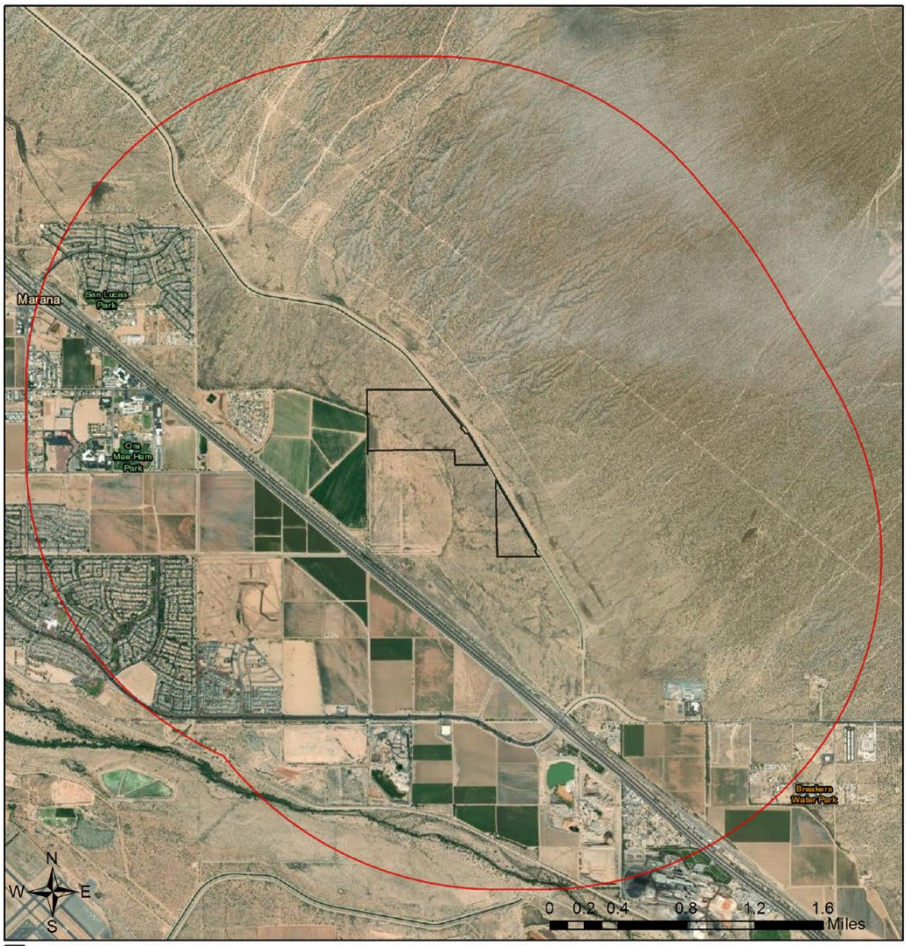
Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-13506

project_report_artco_42972_44344.pdf
Review Date: 5/14/2021 03:44:26 PM

Artco

Web Map As Submitted By User



☐ Project Boundary
☐ Buffered Project Boundary

Project Size (acres): 167.74
Lat/Long (DD): 32.4483 / -111.1758
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T11S, R11E; T11S, R12E
USGS Quad(s): MARANA

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Page 5 of 12

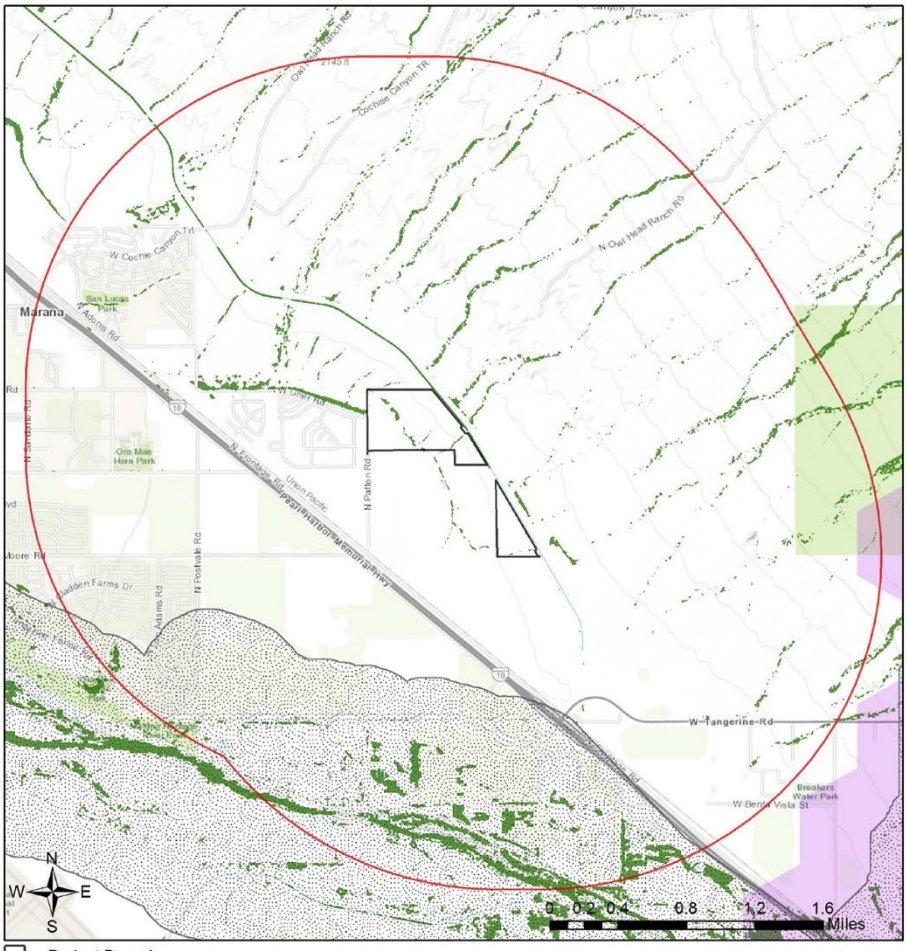
Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-13506

project_report_artco_42972_44344.pdf
Review Date: 5/14/2021 03:44:26 PM

Artco

Important Areas



- Project Boundary
- Buffered Project Boundary
- Wildlife Connectivity
- Important Connectivity Zones
- Pinal County Riparian
- Critical Habitat
- Important Bird Areas

Project Size (acres): 167.74
Lat/Long (DD): 32.4483 / -111.1758
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T11S, R11E; T11S, R12E
USGS Quad(s): MARANA

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Page 6 of 12

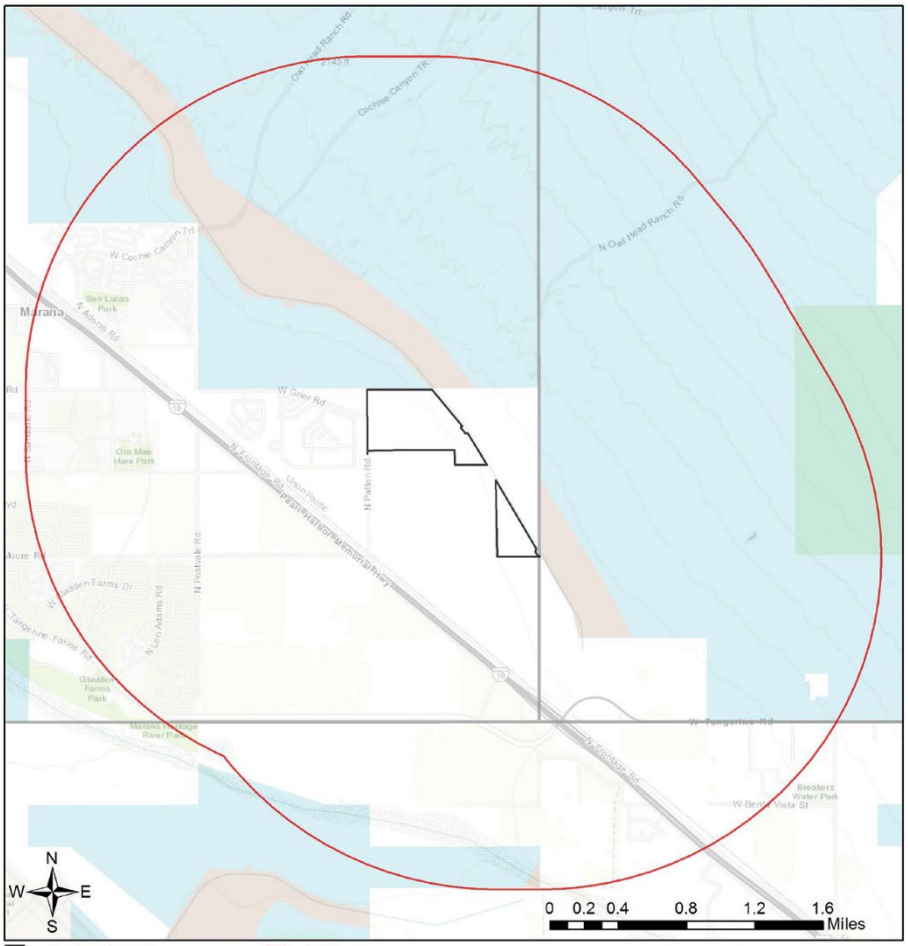
Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-13506

project_report_artco_42972_44344.pdf
Review Date: 5/14/2021 03:44:26 PM

Artco

Township/Ranges and Land Ownership



- Project Boundary
- Buffered Project Boundary
- Township/Ranges

Land Ownership

- AZ Game & Fish Dept.
- BLM
- BOR
- Indian Res.
- Military
- Mixed/Other
- National Park/Mon.
- Private
- State & Regional Parks
- State Trust
- US Forest Service
- Wildlife Area/Refuge

Project Size (acres): 167.74
Lat/Long (DD): 32.4483 / -111.1758
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T11S, R11E; T11S, R12E
USGS Quad(s): MARANA

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Page 7 of 12

Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-13506

project_report_artco_42972_44344.pdf
Review Date: 5/14/2021 03:44:26 PM

Special Status Species Documented within 2 Miles of Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		1B
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S		1B
Sigmodon ochrognathus	Yellow-nosed Cotton Rat	SC				1C

Note: Status code definitions can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/
.

Special Areas Documented that Intersect with Project Footprint as Drawn

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
CAP Canal	Pima County Wildlife Crossing Area					
Riparian Area	Riparian Area					

Note: Status code definitions can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/
.

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Aix sponsa	Wood Duck					1B
Ammospermophilus harrisii	Harris' Antelope Squirrel					1B
Anaxyrus retiformis	Sonoran Green Toad			S		1B
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		1B
Buteo regalis	Ferruginous Hawk	SC		S		1B
Calypte costae	Costa's Hummingbird					1C
Chilomeniscus stramineus	Variable Sandsnake					1B
Chionactis annulata	Resplendent Shovel-nosed Snake	SC				1C
Cistothorus palustris	Marsh Wren					1C
Colaptes chrysoides	Gilded Flicker			S		1B
Coluber bilineatus	Sonoran Whipsnake					1B
Corynorhinus townsendii pallescens	Pale Townsend's Big-eared Bat	SC	S	S		1B
Crotalus tigris	Tiger Rattlesnake					1B
Dipodomys spectabilis	Banner-tailed Kangaroo Rat			S		1B
Empidonax wrightii	Gray Flycatcher					1C
Euderma maculatum	Spotted Bat	SC	S	S		1B
Eumops perotis californicus	Greater Western Bonneted Bat	SC		S		1B
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S		1B
Gopherus morafkai	Sonoran Desert Tortoise	C	S	S		1A
Haliaeetus leucocephalus	Bald Eagle	SC, BGA	S	S		1A
Heloderma suspectum	Gila Monster					1A
Incilius alvarius	Sonoran Desert Toad					1B

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Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-13506

project_report_artco_42972_44344.pdf
Review Date: 5/14/2021 03:44:26 PM

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Lasiurus blossevillii	Western Red Bat		S			1B
Lasiurus xanthinus	Western Yellow Bat		S			1B
Leptonycteris yerbabuenae	Lesser Long-nosed Bat	SC				1A
Lepus alleni	Antelope Jackrabbit					1B
Melanerpes uropygialis	Gila Woodpecker					1B
Melospiza lincolnii	Lincoln's Sparrow					1B
Melozone aberti	Abert's Towhee		S			1B
Micrathene whitneyi	Elf Owl					1C
Micruroides euryxanthus	Sonoran Coralsnake					1B
Myiarchus tyrannulus	Brown-crested Flycatcher					1C
Myotis velifer	Cave Myotis	SC		S		1B
Myotis yumanensis	Yuma Myotis	SC				1B
Nyctinomops femorosaccus	Pocketed Free-tailed Bat					1B
Oreoscoptes montanus	Sage Thrasher					1C
Oreothlypis luciae	Lucy's Warbler					1C
Panthera onca	Jaguar	LE				1A
Passerculus sandwichensis	Savannah Sparrow					1B
Perognathus longimembris	Little Pocket Mouse	No Status				1B
Peucaea carpalis	Rufous-winged Sparrow					1B
Phrynosoma solare	Regal Horned Lizard					1B
Phyllorhynchus browni	Saddled Leaf-nosed Snake					1B
Progne subis hesperia	Desert Purple Martin			S		1B
Spizella breweri	Brewer's Sparrow					1C
Sturnella magna	Eastern Meadowlark					1C
Tadarida brasiliensis	Brazilian Free-tailed Bat					1B
Toxostoma lecontei	LeConte's Thrasher			S		1B
Vireo bellii arizonae	Arizona Bell's Vireo					1B
Vulpes macrotis	Kit Fox	No Status				1B

Species of Economic and Recreation Importance Predicted that Intersect with Project Footprint as Drawn

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Callipepla gambelii	Gambel's Quail					
Odocoileus hemionus	Mule Deer					
Pecari tajacu	Javelina					
Puma concolor	Mountain Lion					
Zenaida asiatica	White-winged Dove					
Zenaida macroura	Mourning Dove					

Page 9 of 12

Exhibit II-E-1: AZGFD Report (cont'd)

Project Type: Development Outside Municipalities (Rural Development), Residential subdivision and associated infrastructure, Maintenance/expansion/rehabilitation of existing facilities

Project Type Recommendations:
During the planning stages of your project, please consider the local or regional needs of wildlife in regards to movement, connectivity, and access to habitat needs. Loss of this permeability prevents wildlife from accessing resources, finding mates, reduces gene flow, prevents wildlife from re-colonizing areas where local extirpations may have occurred, and ultimately prevents wildlife from contributing to ecosystem functions, such as pollination, seed dispersal, control of prey numbers, and resistance to invasive species. In many cases, streams and washes provide natural movement corridors for wildlife and should be maintained in their natural state. Uplands also support a large diversity of species, and should be contained within important wildlife movement corridors. In addition, maintaining biodiversity and ecosystem functions can be facilitated through improving designs of structures, fences, roadways, and culverts to promote passage for a variety of wildlife. Guidelines for many of these can be found at: https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

Consider impacts of outdoor lighting on wildlife and develop measures or alternatives that can be taken to increase human safety while minimizing potential impacts to wildlife. Conduct wildlife surveys to determine species within project area, and evaluate proposed activities based on species biology and natural history to determine if artificial lighting may disrupt behavior patterns or habitat use. Use only the minimum amount of light needed for safety. Narrow spectrum bulbs should be used as often as possible to lower the range of species affected by lighting. All lighting should be shielded, canted, or cut to ensure that light reaches only areas needing illumination.

Minimize the potential introduction or spread of exotic invasive species, including aquatic and terrestrial plants, animals, insects and pathogens. Precautions should be taken to wash and/or decontaminate all equipment utilized in the project activities before entering and leaving the site. See the Arizona Department of Agriculture website for a list of prohibited and restricted noxious weeds at https://www.invasivespeciesinfo.gov/unitedstates/az.shtml and the Arizona Native Plant Society https://aznps.com/invas for recommendations on how to control. To view a list of documented invasive species or to report invasive species in or near your project area visit iMapInvasives - a national cloud-based application for tracking and managing invasive species at https://imap.natureserve.org/imap/services/page/map.html.

- To build a list: zoom to your area of interest, use the identify/measure tool to draw a polygon around your area of interest, and select "See What's Here" for a list of reported species. To export the list, you must have an account and be logged in. You can then use the export tool to draw a boundary and export the records in a csv file.

Follow manufacturer's recommended application guidelines for all chemical treatments. The U.S. Fish and Wildlife Service, Region 2, Environmental Contaminants Program has a reference document that serves as their regional pesticide recommendations for protecting wildlife and fisheries resources, titled "Recommended Protection Measures for Pesticide Applications in Region 2 of the USFWS", http://www.fws.gov/southwest/es/arizona/Documents/ECReports/RPMPA_2007.pdf. The Department recommends that direct or indirect impacts to sensitive species and their forage base from the application of chemical pesticides or herbicides be considered carefully.

The Department recommends that wildlife surveys are conducted to determine if noise-sensitive species occur within the project area. Avoidance or minimization measures could include conducting project activities outside of breeding seasons.

Based on the project type entered, coordination with State Historic Preservation Office may be required (http://azstateparks.com/SHPO/index.html).

Trenches should be covered or back-filled as soon as possible. Incorporate escape ramps in ditches or fencing along the perimeter to deter small mammals and herptefauna (snakes, lizards, tortoise) from entering ditches.

Exhibit II-E-1: AZGFD Report (cont'd)

Communities can actively support the sustainability and mobility of wildlife by incorporating wildlife planning into their regional/comprehensive plans, their regional transportation plans, and their open space/conservation land system programs. An effective approach to wildlife planning begins with the identification of the wildlife resources in need of protection, an assessment of important habitat blocks and connective corridors, and the incorporation of these critical wildlife components into the community plans and programs. Community planners should identify open spaces and habitat blocks that can be maintained in their area, and the necessary connections between those blocks to be preserved or protected. Community planners should also work with State and local transportation planning entities, and planners from other communities, to foster coordination and cooperation in developing compatible development plans to ensure wildlife habitat connectivity. The Department's guidelines for incorporating wildlife considerations into community planning and developments can be found on the Widlife Friendly Guidelines portion of the Wildlife Planning page at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

Design culverts to minimize impacts to channel geometry, or design channel geometry (low flow, overbank, floodplains) and substrates to carry expected discharge using local drainages of appropriate size as templates. Reduce/minimize barriers to allow movement of amphibians or fish (e.g., eliminate falls). Also for terrestrial wildlife, washes and stream corridors often provide important corridors for movement. Overall culvert width, height, and length should be optimized for movement of the greatest number and diversity of species expected to utilize the passage. Culvert designs should consider moisture, light, and noise, while providing clear views at both ends to maximize utilization. For many species, fencing is an important design feature that can be utilized with culverts to funnel wildlife into these areas and minimize the potential for roadway collisions. Guidelines for culvert designs to facilitate wildlife passage can be found on the home page of this application at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

Based on the project type entered, coordination with U.S. Army Corps of Engineers may be required (http://www.usace.army.mil/)

Based on the project type entered, coordination with County Flood Control district(s) may be required.

Development plans should provide for open natural space for wildlife movement, while also minimizing the potential for wildlife-human interactions through design features. Please contact Project Evaluation Program for more information on living with urban wildlife at PEP@azgfd.gov or at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/ and https://www.azgfd.com/Wildlife/LivingWith.

Project Location and/or Species Recommendations:
Analysis indicates that your project is located in the vicinity of an identified ***wildlife habitat connectivity feature***. The **County-level Stakeholder Assessments** contain five categories of data (Barrier/Development, Wildlife Crossing Area, Wildlife Movement Area- Diffuse, Wildlife movement Area- Landscape, Wildlife Movement Area- Riparian/Washes) that provide a context of select anthropogenic barriers, and potential connectivity. The reports provide recommendations for opportunities to preserve or enhance permeability. Project planning and implementation efforts should focus on maintaining and improving opportunities for wildlife permeability. For information pertaining to the linkage assessment and wildlife species that may be affected, please refer to: https://www.azgfd.com/wildlife/planning/habitatconnectivity/identifying-corridors/.
Please contact the Project Evaluation Program (pep@azgfd.gov) for specific project recommendations.

Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-13506

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Review Date: 5/14/2021 03:44:26 PM

This review has identified **riparian areas** within the vicinity of your project. During the planning stage of your project, avoid, minimize, or mitigate any potential impacts to riparian areas identified in this report. Riparian areas play an important role in maintaining the functional integrity of the landscape, primarily by acting as natural drainages that convey water through an area, thereby reducing flood events. In addition, riparian areas provide important movement corridors and habitat for fish and wildlife. Riparian areas are channels that contain water year-round or at least part of the year. Riparian areas also include those channels which are dry most of the year, but may contain or convey water following rain events. All types of riparian areas offer vital habitats, resources, and movement corridors for wildlife. The Pinal County Comprehensive Plan (i.e. policies *6.1.2.1* and *7.1.2.4*), Open Space and Trails Master Plan, Drainage Ordinance, and Drainage Design Manual all identify riparian area considerations, guidance, and policies. Guidelines to avoid, minimize, or mitigate impacts to riparian habitat can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/. Based on the project type entered, further consultation with the Arizona Game and Fish Department and Pinal County may be warranted.

HDMS records indicate that **Western Burrowing Owls** have been documented within the vicinity of your project area. Please review the western burrowing owl resource page at: https://www.azgfd.com/wildlife/speciesofgreatestconservneed/burrowingowlmanagement/.

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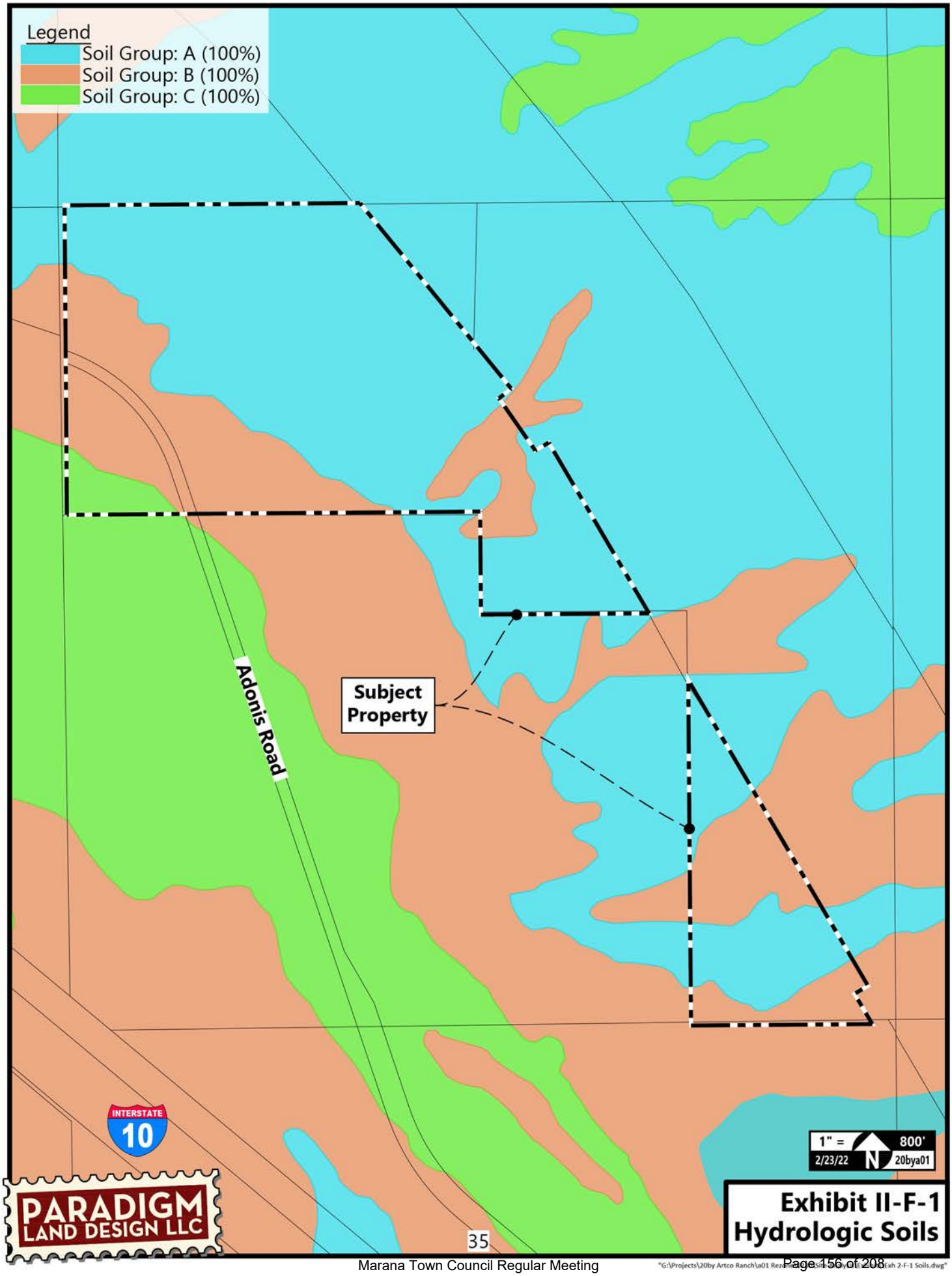
F. SOILS AND GEOLOGY

1. Soils

   Soils in the vicinity of this development are classified by the U.S. Natural Resources Conservation Service (NRCS) as 100% "Soil Group A" (Vinton-anthony sandy loams), 100% "Soil Group B" hydrologic soil group (Agua very fine sandy loam and Gila loam, 0 to 1 percent slopes), and 100% "Soil Group C" (sandy clay loam). Detailed geotechnical investigation will be performed prior to development. See Exhibit II-F-1: Hydrologic Soils.

2. Geology

   The Property lies within the Santa Cruz River basin valley. According to the Arizona Geological Survey's online Geologic Map of Arizona (data.azgs.az.gov/geologic-map-of-arizona/) the Property's geology is described as "Quaternary Surficial deposits, undivided (0-2 Ma): Unconsolidated to strongly consolidated alluvial and eolian deposits. This unit includes coarse, poorly sorted alluvial fan and terrace deposits on middle and upper piedmonts and along large drainages; sand, silt and clay on alluvial plains and playas; and wind-blown sand deposits."


Legend
Soil Group: A (100%)
Soil Group: B (100%)
Soil Group: C (100%)
Adonis Road
Subject Property
INTERSTATE
10
1" = 800'
2/23/22
N
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-F-1
Hydrologic Soils
"G:\Projects\20by Artco Ranch\a01 Rezoning\Site Analysis\Exh 2-F-1 Soils.dwg"

G. VIEWSHEDS

1. Viewsheds from Adjacent Properties

   Primary views from the Property are of flat sandy stretches scattered with desert brush, Tortolita Mountains and Catalina Mountains to the northeast and the Tucson Mountains to the south. Due to the distance to these mountain ranges, and the extremely flat nature of the Property and the surrounding areas, the views are minimal. Development of the Property will not block these views for existing residents in the area. See Exhibit II-G-1: Viewsheds and Exhibit II-G-2: Viewshed Photographs.



View to the Northeast Across the Property Toward the Tortolita Mountains & Catalina Mountains

2. Views which may be Blocked by the Proposed Development

   None.

3. Site Visibility

   Due to the lack of existing vegetation and the relatively even and flat nature of the topography, views into the Property are excellent and have only minor sight restrictions across the entire property. However, from the east, there is some restriction of site visibility due to the berm bordering the CAP canal.

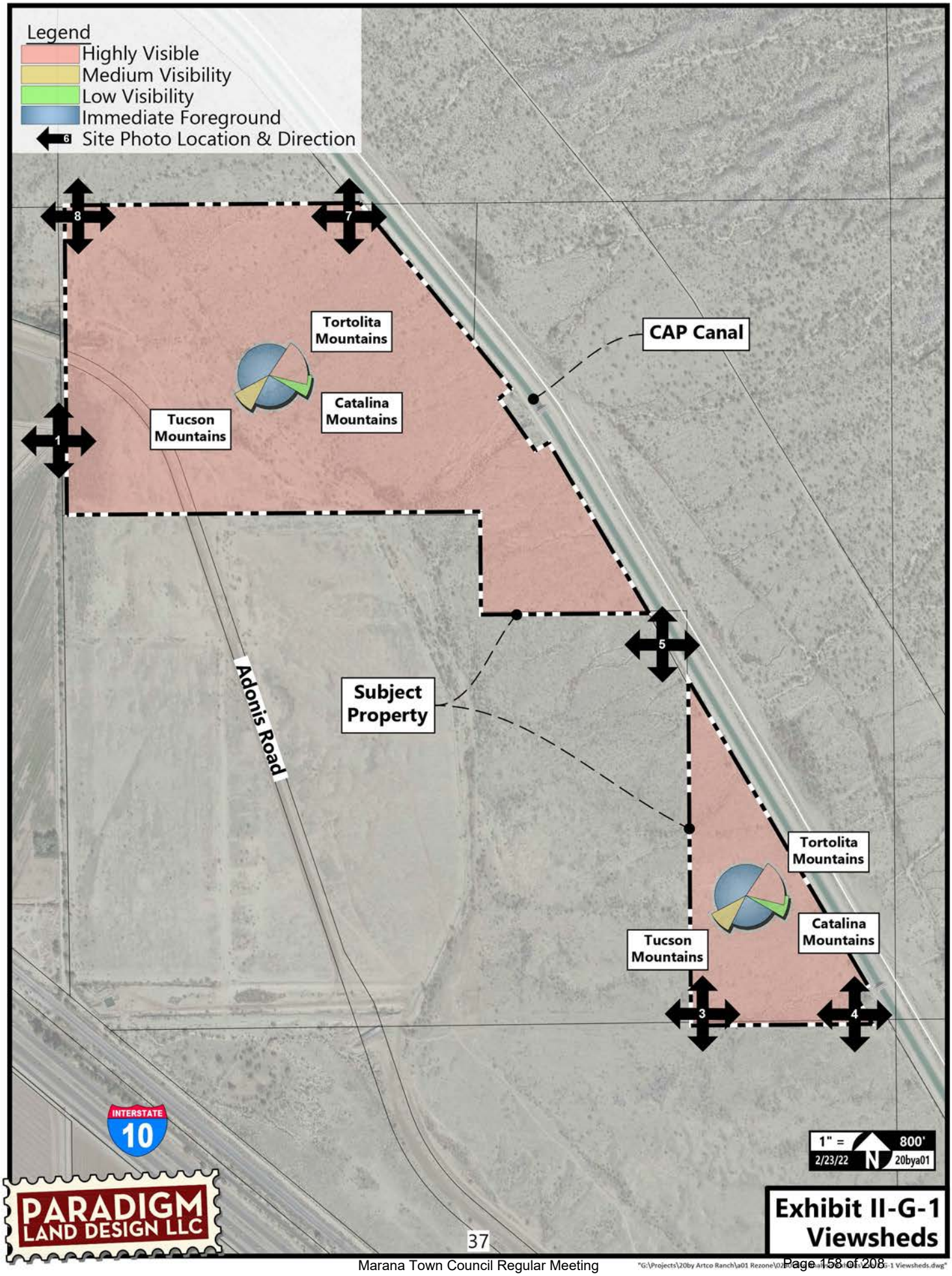

Legend
Highly Visible
Medium Visibility
Low Visibility
Immediate Foreground
6 Site Photo Location & Direction
8
7
1
5
3
4
Tortolita Mountains
Catalina Mountains
Tucson Mountains
CAP Canal
Subject Property
Adonis Road
Tortolita Mountains
Catalina Mountains
Tucson Mountains
INTERSTATE 10
1" = 800'
2/23/22
N
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-G-1 Viewsheds

Exhibit II-G-2: Viewshed Photographs

Photo Location #1: Looking North along the Western Boundary of the Northern Portion of the Property



Photo Location #1: Looking Northeast into the Northern Portion of the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #1: Looking East into the Northern Portion of the Property



Photo Location #1: Looking South along the Western Boundary of the Northern Portion of the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #3: Looking North along the Western Edge of the southern Portion of the Property



Photo Location #3: Looking Northeast into the southern Portion of the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #3: Looking East along the Southern Edge of the southern Portion of the Property



Photo Location #3: Looking South from the Southwest Corner of the southern Portion of the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #3: Looking West from the Southwest Corner of the southern Portion of the Property



Photo Location #4: Looking North from the Southeast Corner of the Southern Portion of the Property. The CAP Canal Berm is Clearly Visible.



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #4: Looking East from the Southeast Corner of the Southern Portion of the Property. The CAP Canal Berm is Clearly Visible.



Photo Location #4: Looking South from the Southeast Corner of the Southern Portion of the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #4: Looking West along the Southern Boundary of the Southern Portion of the Property



Photo Location #4: Looking Northwest into the Property from the Southeast Corner of the Southern Portion of the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #4: A US Bureau of Reclamation Survey Monument along the CAP Canal



Photo Location #5: Looking North from a Point Near the Center of the Property's Eastern Edge Along the CAP Canal



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #5: Looking East from a Point Near the Center of the Property's Eastern Edge Along the CAP Canal



Photo Location #5: Looking Southeast Along the Eastern Edge of the Southern Portion of the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #5: Looking South into the Southern Portion of the Property



Photo Location #5: Looking West from a Point Near the Center of the Property's Eastern Edge



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #5: Looking Northwest into the Northern Portion of the Property



Photo Location #7: Looking North from the Northeast Corner of the Northern Portion of the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #7: Looking East from the Northeast Corner of the Northern Portion of the Property



Photo Location #7: Looking Southeast Along the Eastern Edge of the Northern Portion of the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #7: Looking South into the Northern Portion of the Property from its Northeast Corner



Photo Location #7: Looking Southwest into the Northern Portion of the Property from its Northeast Corner



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #7: Looking West Along the Northern Edge of the Northern Portion of the Property



Photo Location #8: Looking North from the Northwest Corner of the Northern Portion of the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #8: Looking Northeast from the Northwest Corner of the Northern Portion of the Property



Photo Location #8: Looking East Along the Northern Edge of the Northern Portion of the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #8: Looking Southeast into the Northern Portion of the Property from its Northwest Corner



Photo Location #8: Looking South Along the Western Edge of the Northern Portion of the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #8: Looking West from the Northwest Corner of the Northern Portion of the Property



Photo Location #8: Looking Northwest away from the Property from the Northwest Corner of the Northern Portion of the Property



Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #8: Marana Survey Monument near the Northwest Corner of the Northern Portion of the Property



Adonis Road Entering the Western Edge of the Northern Portion of the Property



H. TRAFFIC

1. Existing / Proposed Offsite Streets between the Development and Nearest Arterial Streets

Grier Road extends from Postvale Road to Patton Road. East of Postvale the roadway is known as Adonis Road and extends south to Tangerine Road in a temporary condition including one lane in each direction. The Mandarina development to the south of the Stonegate Master Plan will be improving their portion of Adonis to its ultimate design cross-section. The Town or private developers will be extending Adonis Road from the southern end of Mandarina across the CAP syphon to Tangerine Road.

Grier Rd. West of the Project



2. Nearby Arterial Streets

All the traffic generated by this project will be accommodated by Adonis Road, Tangerine Road, Postvale Road, Cochie Canyon Road, Moore Road, and Interstate-10. An analysis of capacity by Southwest Traffic Engineering has been submitted as a standalone report.

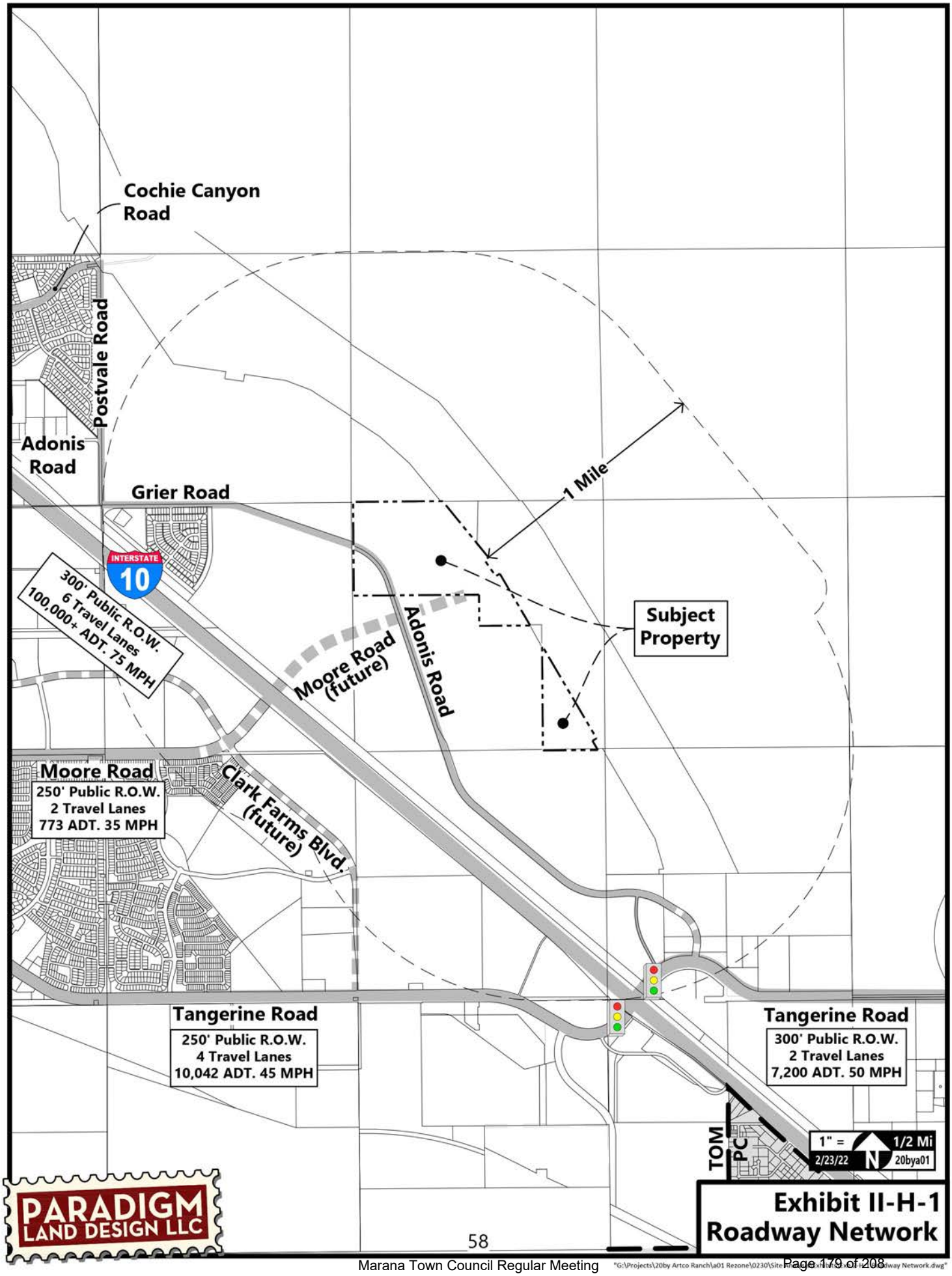
Roadway Name	Planned Right-of-Way Width	Exist. Lanes	Median Type	Speed Limit	General Plan Designation
Adonis Rd. (Thru Project)	250′	2	None	45 mph	Prop. Arterial
Adonis Rd. (NW of Project)	60′	2	None	35 mph	None
Grier Rd.	150′	2	None	25 mph	Exist. Arterial
Tangerine Rd.	300′	2	None	40-50 mph	Exist. Arterial
Postvale Rd.	95′	2	None	35 mph	Exist. Collector
Cochie Canyon Rd.	190′	3	None	40 mph	Exist. Arterial
Moore Rd.	150′ – 250′	0	None	n/a	Prop. Arterial
Interstate 10	Varies	6	Depressed	75 mph	Interstate

3. Nearby Arterial Intersections

   Two arterial intersections that will carry traffic generated by this development exist within a mile of the Property: Adonis Road / Moore Road and Adonis Road / Tangerine Road. Neither intersection exists today, bu both are planned to be signalized in the future.

4. Nearby Bicycle / Pedestrian Ways

   As with much of the area immediately east of Interstate-10, pedestrian facilities are currently lacking.

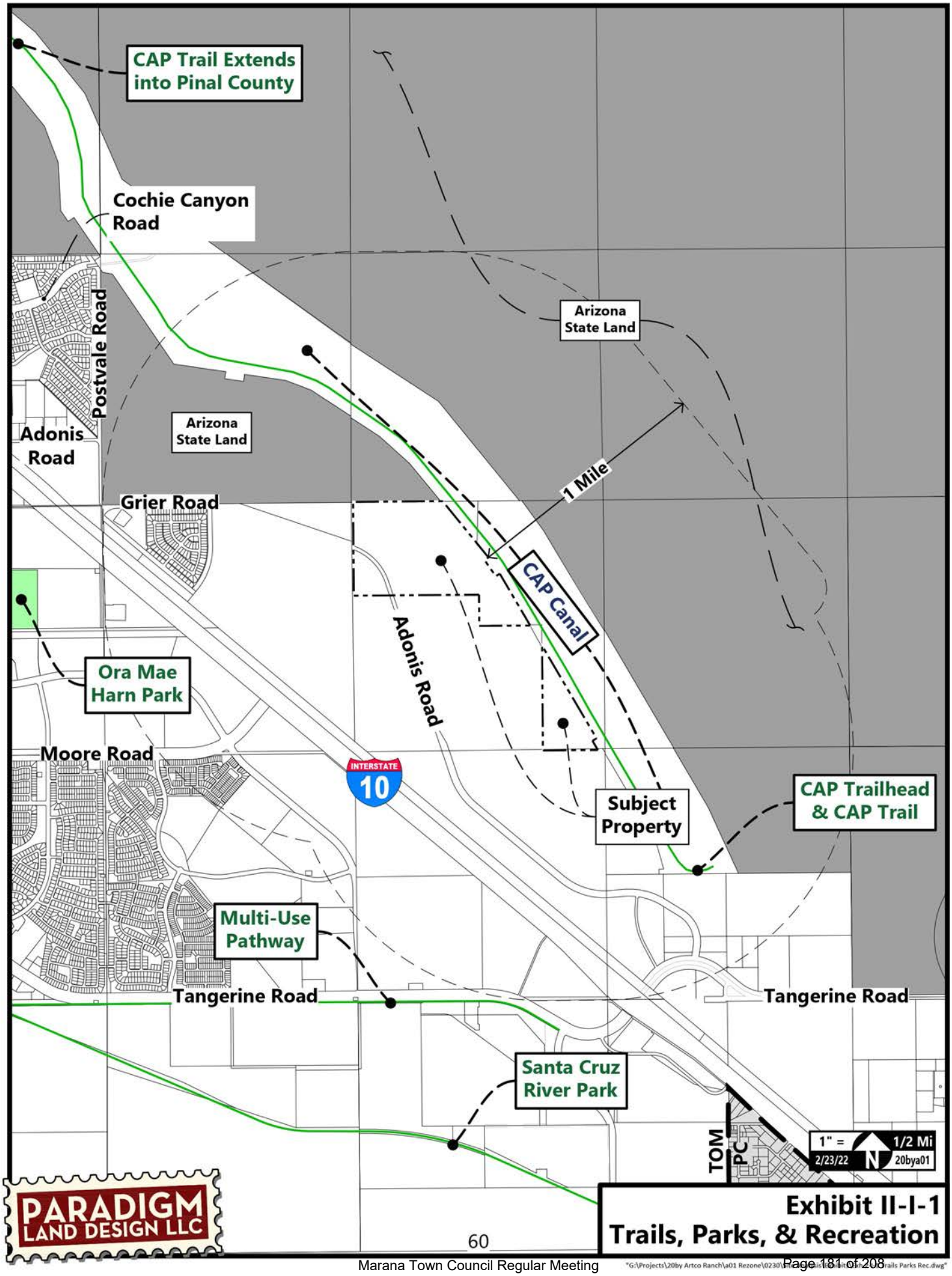

Cochie Canyon Road
Postvale Road
Adonis Road
Grier Road
INTERSTATE 10
300' Public R.O.W.
6 Travel Lanes
100,000+ ADT. 75 MPH
1 Mile
Subject Property
Moore Road (future)
Adonis Road
Moore Road
250' Public R.O.W.
2 Travel Lanes
773 ADT. 35 MPH
Clark Farms Blvd. (future)
Tangerine Road
250' Public R.O.W.
4 Travel Lanes
10,042 ADT. 45 MPH
Tangerine Road
300' Public R.O.W.
2 Travel Lanes
7,200 ADT. 50 MPH
TOM
PC
1" = 1/2 Mi
2/23/22
N
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-H-1
Roadway Network

I. RECREATION AND TRAILS

Although the Ora Mae Harn District Park is only 1.25 miles due west of the Property (and only 0.6 miles west of the Stonegate Master Plan), the Union Pacific Railroad and Interstate-10 significantly impede convenient access to it. As such, a significant need exists to provide community parks on this side of Interstate-10. The Mandarina Specific Plan just south of the Property acknowledges this fact and will include a community park. Similarly, the Tortolita Shadows Specific Plan, which is part of the Stonegate Master Plan, will include two community parks that will provide nearby recreational amenities to the Property.

The Town recently opened the Central Arizona Project Trailhead located off of Adonis Road, approximately one quarter mile north of Tangerine Road. The Town's Parks & Recreation website describes the trailhead as "the gateway to the CAP trail system that runs north from Marana 17 miles into Pinal County".

See Exhibit II-I-1: Trails, Parks & Recreation.


CAP Trail Extends into Pinal County
Cochie Canyon Road
Postvale Road
Arizona State Land
Adonis Road
Arizona State Land
1 Mile
Grier Road
CAP Canal
Adonis Road
Ora Mae Harn Park
Moore Road
INTERSTATE 10
Subject Property
CAP Trailhead & CAP Trail
Multi-Use Pathway
Tangerine Road
Tangerine Road
Santa Cruz River Park
TOM
PC
1" = 1/2 Mi
2/23/22
N
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-I-1
Trails, Parks, & Recreation
"G:\Projects\20by Artco Ranch\a01 Rezone\0230\...Trails Parks Rec.dwg"

J. CULTURAL, ARCHAEOLOGICAL, AND HISTORIC RESOURCES

1. Onsite Resources

   Four previously identified cultural resource sites were known to exist on the Property prior to this project's commencement. Any cultural resources that are located during construction will be dealt with in accordance with State and local antiquities laws and protocols.

2. Archaeological Records

   The Property was surveyed for cultural resources by WestLand Resources in May 2021. Six sites of potential significance were identified and are currently the subject of further study in coordination with the Town of Marana's Environmental Services Department.

Exhibit II-E-1: WestLand Resources Cultural Resources Report

A CULTURAL RESOURCES INVENTORY FOR THE PROPOSED 656-ACRE ADONIS ROAD DEVELOPMENT IN MARANA, PIMA COUNTY, ARIZONA

W Holdings /Tortolita Shadows

Prepared by:
Paul M. Miller

Reviewed and submitted by:
Jennifer Hushour

Cultural Resources Report 2021-69
ASM Accession No. 2021-0179

May 13, 2021
Project Number: 2233.01



WestLand Resources

WestLand Resources, Inc. • 4001 E. Paradise Falls Drive • Tucson, Arizona 85712 • 520•206•9585

K. EXISTING INFRASTRUCTURE AND PUBLIC FACILITIES

1. Sewer

   The Property is within the Marana Wastewater service area. A sewer line is currently being constructed under Interstate-10 and the UPRR by the developer of the Mandarina Specific Plan. In addition, downstream line capacity improvements are planned by the Town in the next couple years, which should result in adequate capacity to accept wastewater from this project and others along the east side of Interstate-10. The developer will provide a sewer master plan model to confirm all applicable system capacities prior to improvement plan submittal. No septic systems are known to be within 100 feet of the Property. See Exhibit II-K-1: Existing Wells & Septic Systems.

2. Water

   The Property is within the Marana Water intended service area. No public or private wells are believed to exist within 100 feet of the Property. Two wells are believed to exist within the overall Stonegate Master Plan (55-622115 & 55-634058). See Exhibit II-K-1: Existing Wells & Septic Systems.

3. Natural Gas

   The Property is located within the Southwest Gas service area.

4. Electric

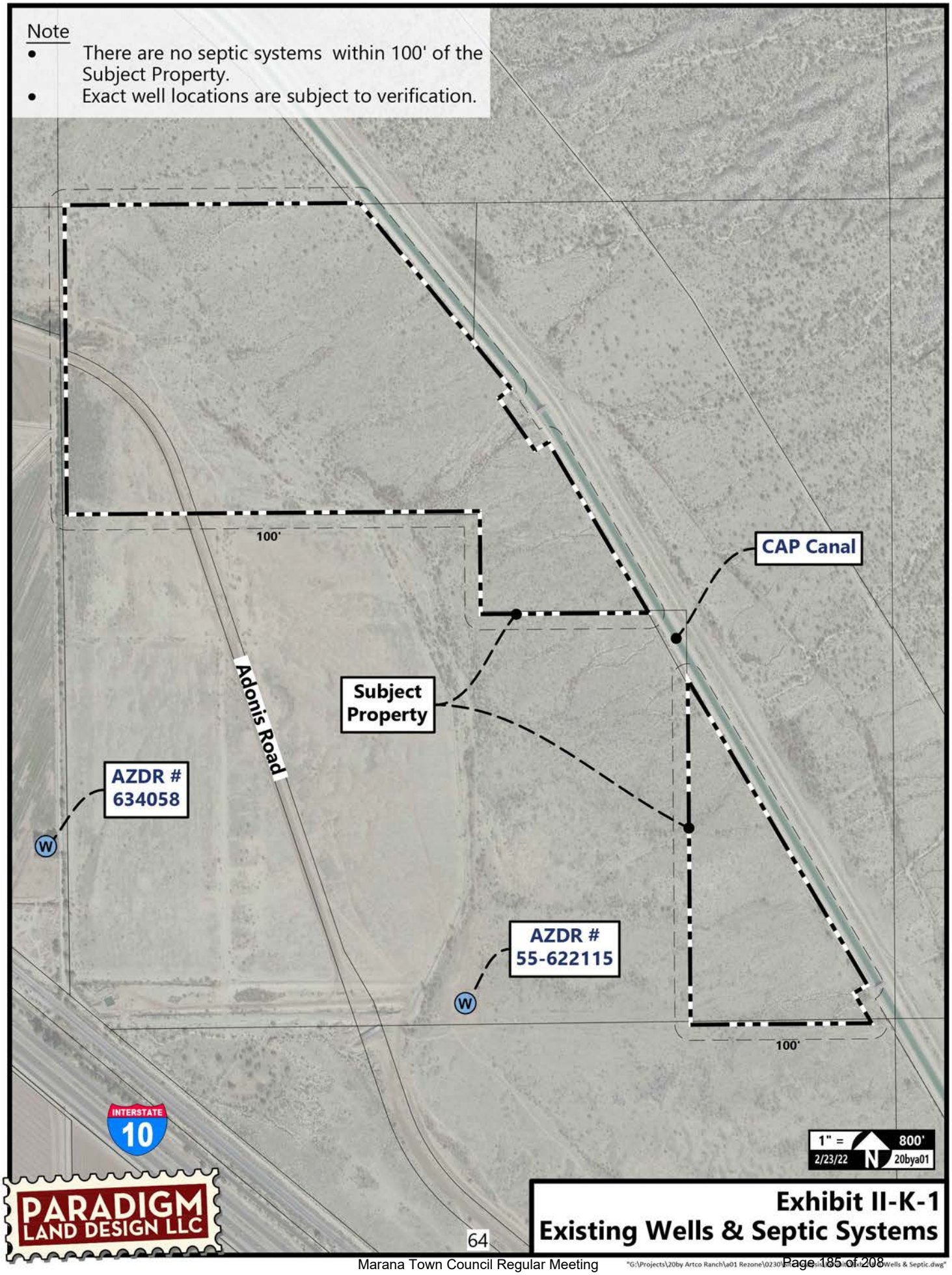
   The Property is located within the TRICO service area.

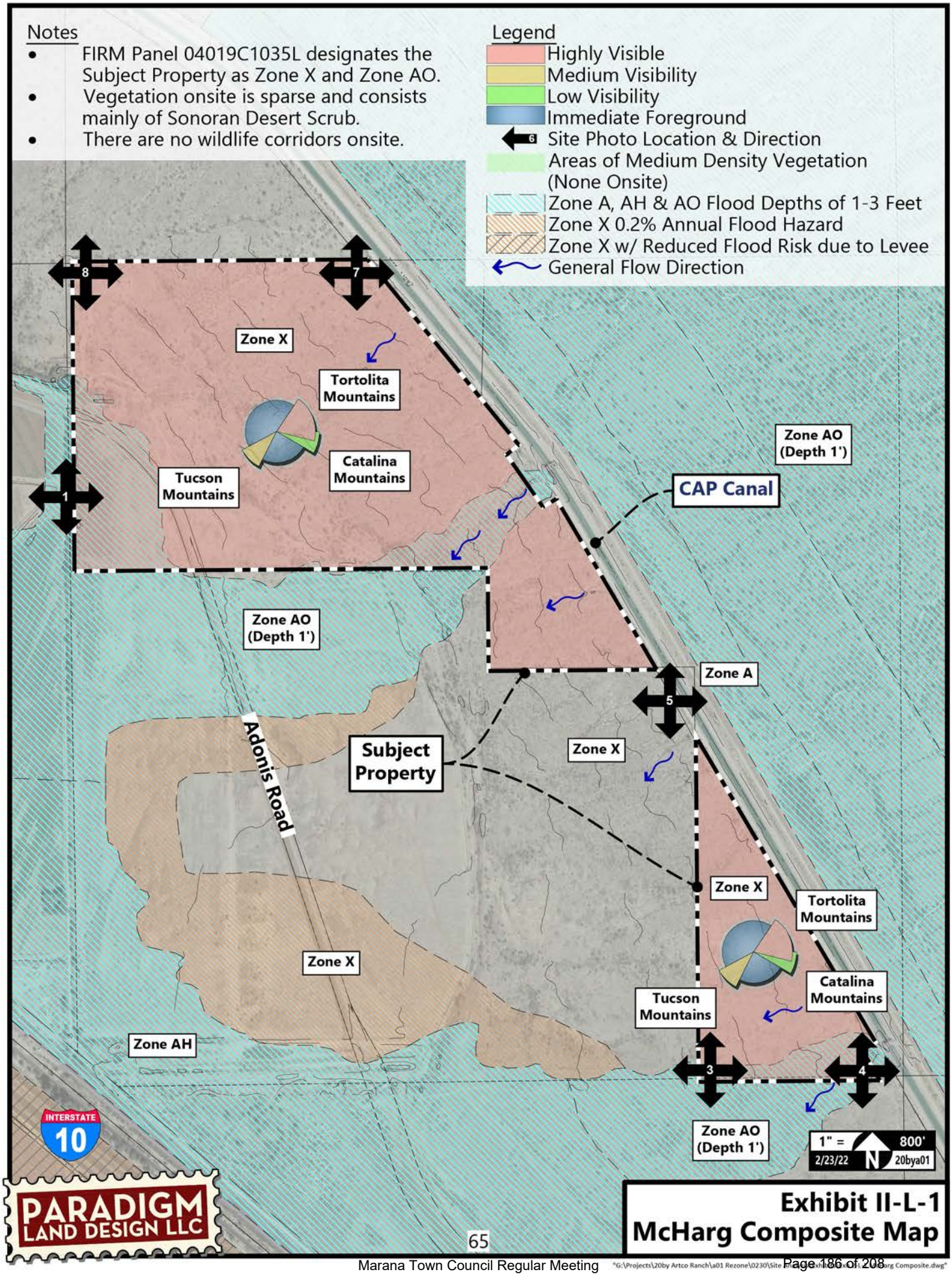
5. Fire Service

   Northwest Fire District has indicated that they can serve the property if the Districts boundary is expanded to include the Property, which will occur during the platting phase.

6. Police Service

   The property is located within the Town of Marana Police service area.


Note
• There are no septic systems within 100' of the Subject Property.
• Exact well locations are subject to verification.
100'
CAP Canal
Adonis Road
Subject Property
AZDR # 634058
AZDR # 55-622115
100'
INTERSTATE 10
1" = 800'
2/23/22
N
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-K-1
Existing Wells & Septic Systems


Notes
• FIRM Panel 04019C1035L designates the Subject Property as Zone X and Zone AO.
• Vegetation onsite is sparse and consists mainly of Sonoran Desert Scrub.
• There are no wildlife corridors onsite.
Legend
Highly Visible
Medium Visibility
Low Visibility
Immediate Foreground
6 Site Photo Location & Direction
Areas of Medium Density Vegetation (None Onsite)
Zone A, AH & AO Flood Depths of 1-3 Feet
Zone X 0.2% Annual Flood Hazard
Zone X w/ Reduced Flood Risk due to Levee
General Flow Direction
8
7
Zone X
Tortolita Mountains
Catalina Mountains
Tucson Mountains
1
Zone AO (Depth 1')
CAP Canal
Zone AO (Depth 1')
Zone A
5
Subject Property
Adonis Road
Zone X
Zone X
Tortolita Mountains
Catalina Mountains
Tucson Mountains
Zone X
Zone AH
3
4
Zone AO (Depth 1')
INTERSTATE 10
1" = 800'
2/23/22
N
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-L-1
McHarg Composite Map

III. LAND USE PROPOSAL

A. PURPOSE & INTENT

This section describes how the development responds to the opportunities and constraints described in the Inventory & Analysis section of this document, along with the Town of Marana Land Development Code. As evidenced by the site plan, this proposed rezoning has been crafted after careful and responsive consideration of the Property's context.

B. RELATIONSHIP TO TOWN OF MARANA ADOPTED PLANS

The Make Marana 2040 General Plan designates this property as Traditional Neighborhood, which permits a wide range of densities: 2-18 homes per acre. Other projects in the vicinity, including the Tortolita Shadows Specific Plan, the Rancho Marana Specific Plan, and the Mandarina Specific Plan have densities within this range or higher. Development of the Stonegate Master Plan, including this Property, will result in construction of significant public traffic, utility, and drainage infrastructure at the developer's cost, thus helping to fulfill the long-term land use vision set forth in Make Marana 2040.

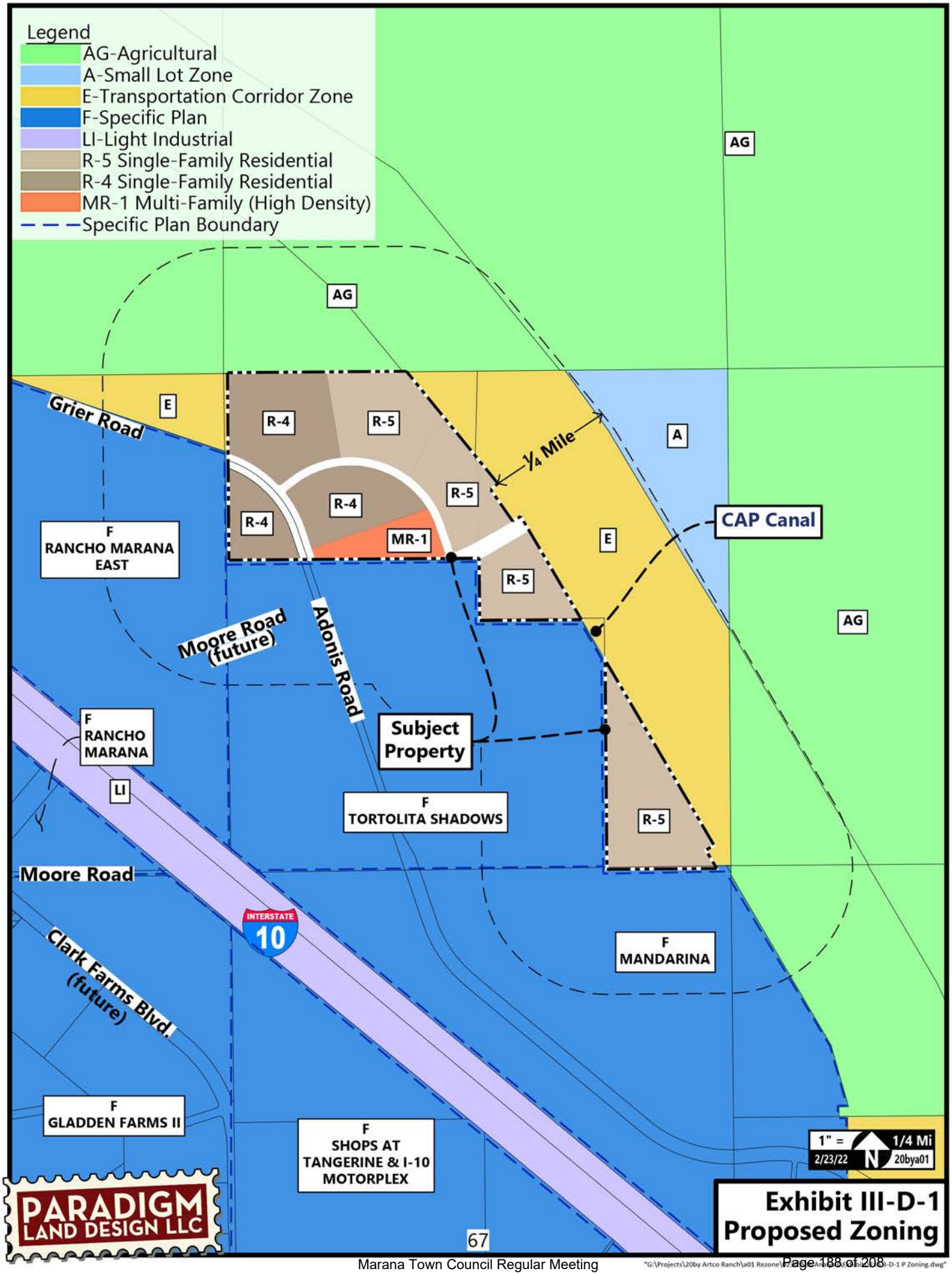
The Town of Marana Strategic Plan calls for new developments and neighborhoods to create areas with meaningful open space, trail connectivity, and active recreation areas. This Property within the Stonegate Master Plan will fulfill all these requirements by providing recreation areas and trail connections in accordance with the Town's recreational design standards.

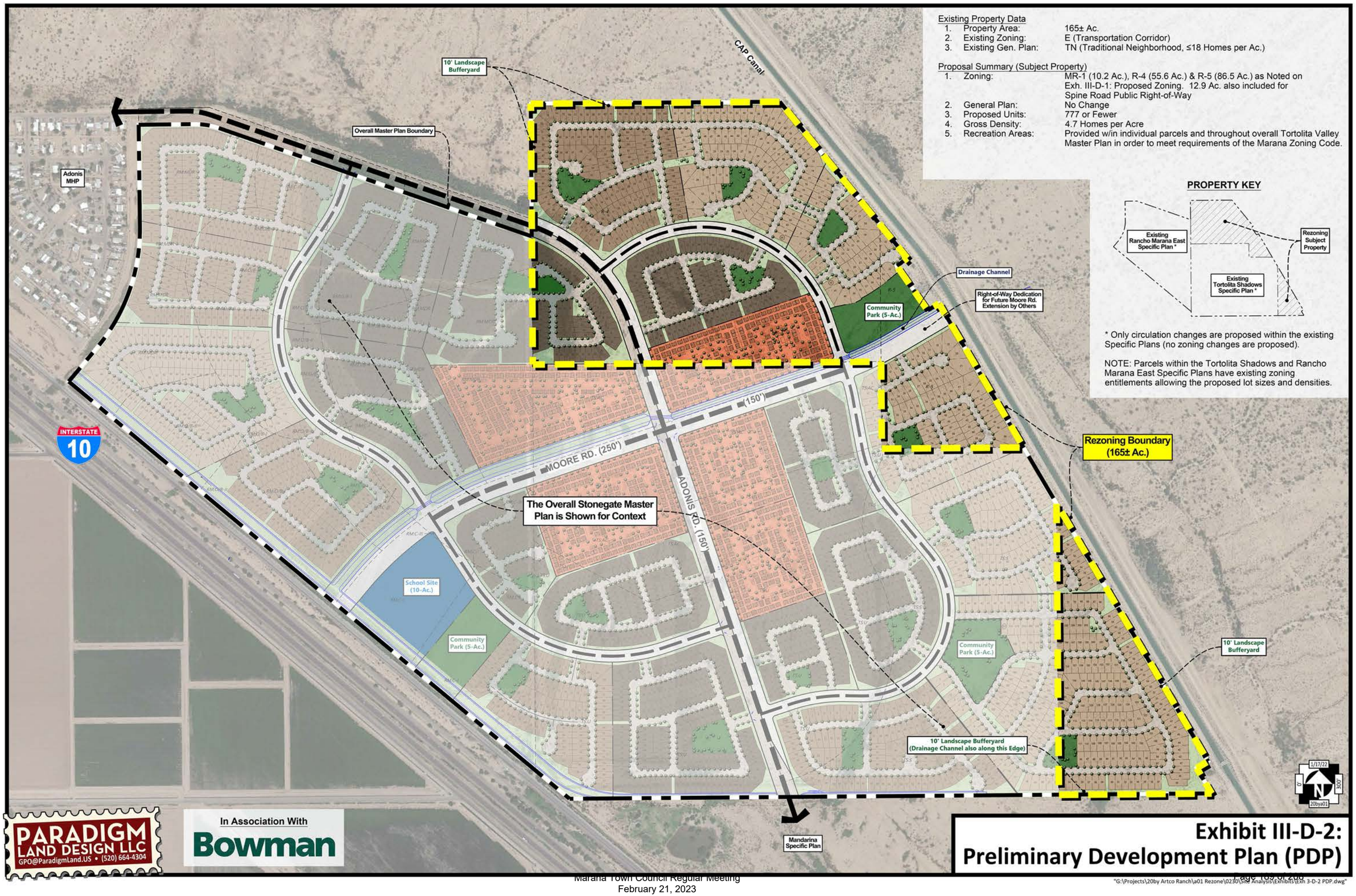
C. COMPATIBILITY TO ADJOINING DEVELOPMENT

The Property's lack of adjacent residential areas minimizes the potential for this development to impact nearby landowners.

D. LAND USE PROPOSAL

This rezoning is designed to blend with and be part of the overall Stonegate Master Plan which includes the previously approved Tortolita Shadows Specific Plan and Rancho Marana Specific Plan. Residences built within this Project will be subject to the Town of Marana Residential Design Standards. The Master Plan includes a mix of residential densities as allowed by the existing Specific Plans and will also include a comprehensive open space system that will provide convenient access to a variety of recreational amenities that currently are not available in this part of Marana east of Interstate-10. The development of the Master Plan will also include construction of the ultimate Adonis Road design cross-section, a length of Moore Road, a collector loop road, regional drainage infrastructure, and extensions of the public utility systems. Some residential lots within the Master Plan cross the boundaries between this rezoning area and the two adjacent Specific Plans. Working with Town Staff it was agreed that a minor amendment to the appropriate Specific Plan will be completed prior to approval of a plat or development plan for any affected lot or parcel.


Legend
AG-Agricultural
A-Small Lot Zone
E-Transportation Corridor Zone
F-Specific Plan
LI-Light Industrial
R-5 Single-Family Residential
R-4 Single-Family Residential
MR-1 Multi-Family (High Density)
Specific Plan Boundary
AG
AG
Grier Road
E
R-4
R-5
¼ Mile
A
R-4
R-5
R-4
MR-1
E
CAP Canal
F
RANCHO MARANA
EAST
R-5
AG
Moore Road
(future)
Adonis Road
F
RANCHO
MARANA
LI
Subject
Property
F
TORTOLITA SHADOWS
R-5
Moore Road
INTERSTATE
10
F
MANDARINA
Clark Farms Blvd.
(future)
F
GLADDEN FARMS II
F
SHOPS AT
TANGERINE & I-10
MOTORPLEX
1" =
1/4 Mi
2/23/22
N
20bya01
PARADIGM
LAND DESIGN LLC
Exhibit III-D-1
Proposed Zoning


Existing Property Data
1. Property Area: 165± Ac.
2. Existing Zoning: E (Transportation Corridor)
3. Existing Gen. Plan: TN (Traditional Neighborhood, ≤18 Homes per Ac.)
Proposal Summary (Subject Property)
1. Zoning: MR-1 (10.2 Ac.), R-4 (55.6 Ac.) & R-5 (86.5 Ac.) as Noted on Exh. III-D-1: Proposed Zoning. 12.9 Ac. also included for Spine Road Public Right-of-Way
2. General Plan: No Change
3. Proposed Units: 777 or Fewer
4. Gross Density: 4.7 Homes per Acre
5. Recreation Areas: Provided w/in individual parcels and throughout overall Tortolita Valley Master Plan in order to meet requirements of the Marana Zoning Code.
PROPERTY KEY
Existing Rancho Marana East Specific Plan *
Rezoning Subject Property
Existing Tortolita Shadows Specific Plan *
* Only circulation changes are proposed within the existing Specific Plans (no zoning changes are proposed).
NOTE: Parcels within the Tortolita Shadows and Rancho Marana East Specific Plans have existing zoning entitlements allowing the proposed lot sizes and densities.
10' Landscape Bufferyard
Overall Master Plan Boundary
CAP Canal
Adonis MHP
Drainage Channel
Right-of-Way Dedication for Future Moore Rd. Extension by Others
Community Park (5-Ac.)
Rezoning Boundary (165± Ac.)
INTERSTATE 10
MOORE RD. (250')
(150')
ADONIS RD. (150')
The Overall Stonegate Master Plan is Shown for Context
School Site (10-Ac.)
Community Park (5-Ac.)
Community Park (5-Ac.)
10' Landscape Bufferyard
10' Landscape Bufferyard (Drainage Channel also along this Edge)
Mandarina Specific Plan
1/17/22
0'
300'
20bya01
PARADIGM LAND DESIGN LLC
GPO@ParadigmLand.US • (520) 664-4304
In Association With
Bowman
Exhibit III-D-2:
Preliminary Development Plan (PDP)
"G:\Projects\20by Artco Ranch\a01 Rezone\0230\Site Analysis\Exhibits\Exh 3-D-2 PDP.dwg"

E. GRADING CONCEPT

This Property has historically been used for agricultural purposes, and thus contains no hillsides, ridges, rock outcrops, or significant vegetation. During development the Property will be mass graded in coordination with the rest of the Stonegate Master Plan in order to balance the earthwork and provide the necessary slopes for stormwater drainage and wastewater flow.

F. POST-DEVELOPMENT HYDROLOGY

This section of the site analysis was prepared by Bowman Engineering and describes post-development onsite hydrologic and hydraulic characteristics relative to the overall Stonegate Master Plan because the rezoning property is integrally connected to the overall drainage design.

Conveyance of the offsite flows through the development will be provided via new constructed channels, culverts, and basins. To safeguard the site against scour and erosion potential channel banks and culvert ends will be stabilized with materials such as stones, riprap, soil cement or gunite to control erosion.

Important to note, the existing drainage pattern and existing design flows will remain unchanged by discharging some of offsite flows through the existing diversion drainage facilities along the UPRR right-of-way before the remainder offsite flows drain onto the northwest corner of the project. Even so, due to the critical basin retention/detention requirements and in accordance with the Marana design criteria, onsite flow storage will be located throughout the project, to capture the 100-year and 10-year storm events. Said basins have the added benefit of providing more visual access to common areas.

The flow storage basins will ensure the attenuation of the volumetric runoff across the downstream property lines of the site. The large size of the offsite watershed results in a significant time lag of over 20 hours between onsite and offsite time to peak flows. There will be no significant rate runoff flow attenuation at the downstream of the project. Nevertheless, the proposed drainage facilities for the offsite flows and the proposed onsite flow storage basins for the site will avoid any adverse drainage impacts to upstream or downstream properties. Post-development discharges flowing onto the Property will remain the same as under pre-development conditions.

All building pads will be designed to be a minimum of 1 foot above adjacent 100-year flood elevations.

See Exhibit III-F-1: Post-Development Hydrology.

Q100=737
EXISTING
CHANNEL

(100YR+10YR)
RETENTION TO
BE PROVIDED
FOR ALL BLOCKS
AND ROADWAYS
IMPROVEMENTS

Q100=1,695
CFS
EXISTING
DRAINAGEWAY
CROSSING

MOORE ROAD

Q100=490
CFS
CHANNEL

CULVERT
CROSSING

ADONIS ROAD

Q100=916
CFS
EXISTING
DRAINAGEWAY
CROSSING

NEW
DRAINAGE
EASEMENT

Q100=319
CFS
CHANNEL

Q100=75
CFS
EXISTING
DRAINAGEWAY
CROSSING

Q100=3,207
CFS
CHANNEL

CULVERT
CROSSING

N

800 400 0 800 1600

GRAPHIC SCALE
1" = 800'

LEGEND

CHANNEL

PROJECT
BOUNDARY

Bowman

POST-DEVELOPMENT
HYDROLOGY MAP
EXHIBIT III-F-1

G. VEGETATION & LANDSCAPING

The Marana Land Development Code, Environmental Resource Preservation, Native Plant and Landscape Requirements, allows for this type of subdivision development. Having been subject to agricultural use for many years, this Property has no existing significant native vegetation anywhere onsite. Native plants will be reintroduced throughout the subdivisions and open space areas in accordance with the Town's landscape design guidelines. A landscape plan will be submitted at the time of plat review. All native plant preservation and landscaping standards will be addressed in accordance with the Town of Marana Town Code.

Open space is primarily located in a number of recreational and drainage-related open spaces throughout the development, all connecting to the regional drainage improvements proposed as part of the Stonegate Master Plan. Landscaping will be installed throughout the open spaces and around the perimeter of the property to meet Marana's perimeter landscape bufferyard standards. All installed landscaping will be drought tolerant per Marana guidelines. Native plants are drought tolerant and uniquely suited for the local climate, and further meet the primary objective of development a sustainable and environmentally sensitive residential community.

H. WILDLIFE

There are no primary wildlife corridors that run through the property.

At least 30 days before grading, a 100% area survey must be completed by a qualified wildlife biologist, for the Sonoran Desert Tortoise and Western Burrowing Owl, with a copy of the survey form send to the Town prior to issuance of a grading permit.

I. VIEWSHEDS

Extraordinary views are not available from or across the property due to existing, relatively flat topography coupled with the distance to surrounding mountain ranges. However, perimeter buffer areas mitigate the project's minimal impacts to surrounding viewsheds.

J. TRAFFIC

As part of the development of the Stonegate Master Plan this project will participate in the construction of Adonis Road, a stretch of Moore Road, and a new collector loop road. This new collector road will serve as the main circulation spine for the proposed subdivisions to access Adonis and Moore. Internal neighborhood streets have been designed to create safe traffic movements throughout the neighborhood. This rezoning is expected to generate up to approximately 7,770 total daily trips based on an estimated ten daily trips per household, which will be accommodated by widening of Adonis Road and construction of Moore Road and the collector loop roads. The expected traffic associated with other parts of the Stonegate Master Plan has been addressed as part of the rezonings of the Tortolita Shadows Specific Plan and Rancho Marana East Specific Plan. However, as the entire Stonegate Master Plan is now proposed for development, the "Stonegate Master Plan Traffic Impact Analysis" by Southwest Traffic Engineering has been prepared and submitted to the Town as a standalone report. The report details phasing of required roadway improvements. The executive summary is shown on the following pages.

Grier Road West of the Property



Traffic Impact Analysis Executive Summary

TORTALITA SHADOWS
MOORE ROAD/ADONIS ROAD
TRAFFIC IMPACT ANALYSIS

Executive Summary

The purpose of this traffic study is to evaluate the current and future transportation system within the project study area surrounding the site without and with the proposed Tortalita Shadows project.

Existing and Future Traffic Data Without and With the Project
The intersection of Tangerine Road/Interstate 10 (I-10) Eastbound Ramps currently experiences delay during the weekday AM peak hour. This delay is expected to continue in 2022, 2027, 2032, 2037, and 2042 without and with traffic from the project.

The intersection of Tangerine Road/I-10 Westbound Ramps is expected to begin experiencing delay during the weekday AM peak hour in 2027 without the project. This delay is expected to continue in 2032, 2037, and 2042 without traffic from the project. The delay is expected to begin in 2022 with traffic from the project and is expected to continue in 2027, 2032, 2037, and 2042.

Cochie Canyon Trail/I-10 Eastbound Ramps are expected to experience inadequate delay in 2022 with the project. This delay is expected to continue in 2027, 2032, 2037, and 2042 with traffic from the project.

The intersection of Cochie Canyon Trail/I-10 Westbound Ramps is expected to operate at an inadequate LOS in 2032, 2037, and 2042 without the project while the delay is expected to begin in 2022 with traffic from the project.

Manderina Boulevard/Tangerine Road is expected to experience delay beginning in 2022 and continue in 2027, 2032, 2037, and 2042 with traffic from the project.

South East Loop Road/Adonis Road is expected to operate at an inadequate LOS in 2022 with traffic from the project. This delay is expected to continue in 2027, 2032, 2037, and 2042 with traffic from the project.

The following intersections are expected to experience delay beginning in 2032 and continuing through 2037 and 2042:

- Adonis Road/Cochie Canyon Trail
- Moore Road/Adonis Road
- Access 7/Adonis Road
- South West Loop Road/Adonis Road
- Access 8/Adonis Road
- South East Loop Road/Adonis Road

Traffic Impact Analysis Executive Summary (cont'd)

The remaining study intersections currently operate and are expected to continue operating at an adequate LOS during the 20-year study period without and with the project.

Turn Lane Analysis
A northbound right turn lane is warranted at Adonis Road/Cochie Canyon Trail. This turn lane will require 1,150 feet of storage; however, a turn lane of this length is unrealistic to be constructed.

A southbound right turn lane is warranted at Manderina Boulevard/Tangerine Road. This turn lane should be constructed to provide 150 feet of storage with a 180-foot taper to meet Town of Marana (TOM) guidelines.

Eastbound right turn lanes are warranted at Moore Road, Access 7, Access 8, and South East Loop Road on Adonis Road. These turn lanes should be constructed to provide 150 feet of storage with a 180-foot taper to meet TOM guidelines.

The turn lanes at Adonis Road/Cochie Canyon Trail and Manderina Boulevard/Tangerine Road are expected to provide adequate storage for turning vehicles.

Traffic Signal Warrant Analysis
Traffic signal warrant #1 is expected to be met at the intersection of Adonis Road/Cochie Canyon Trail in 2042 with traffic from the project.

Traffic signal warrants #1 and #2 are expected to be met in 2022, 2027, 2032, 2037, and 2042 with traffic from the project at Manderina Boulevard/Tangerine Road.

Mitigation
Mitigation options at the existing I-10 traffic interchanges (TI's) at Cochie Canyon Trail and Tangerine Roads are limited due to the lack of available information about improvements to them being completed by the Arizona Department of Transportation (ADOT) at an unspecified future date. It is expected that once these junctions are reconstructed into modern TI's, the levels of service will improve.

To reduce the delay experienced internally at the project site, roundabouts should be installed at the key intersections along Adonis Road. By installing roundabouts, delays at these intersections are expected be reduced to acceptable levels. Additionally, the impact caused by future project site traffic redirection due to a new TI at Moore Road/I-10 will be reduced due to the omni-directional effeciency such roundabouts can provide.

Recommendations
A westbound right turn lane should be installed at Manderina Boulevard/Tangerine Road.

An eastbound right turn lane should be installed at Adonis Road/Cochie Canyon Trail. These turn lanes should be constructed to provide 150 feet of storage with a 180-foot taper to meet TOM guidelines.

Traffic Impact Analysis Executive Summary (cont'd)

Due to the uncertainty of future traffic flow conditions, the traffic signals warranted at Adonis Road/Cochie Canyon Trail and Manderina Boulevard/Tangerine Road should not be installed. Upon the construction of the Moore Road TI and the subsequent redirection of project site traffic away from the existing study intersections, these warranted traffic signals may no longer be warranted. These intersections should be monitored and reanalyzed when this occurs.

It should be noted that depending on the location and design of the new Tangerine Road TI with I-10, there is a good chance that Manderina Boulevard/Tangerine Road will become a right in/right out only intersection or will require complete removal due to the spanning of the adjacent railroad tracks. Consideration should be given, or plans should be made, to continuing Adonis Road east of Manderina Boulevard, across the Central Arizona Project Canal (CAP) alignment to an intersection at last one quarter mile east of I-10.

During the first phase of the project, Adonis Road and Moore Road will both be constructed as three-lane roadways: a though lane in both directions separated by a two-way center left turn lane. Right-of-way will be set aside on the east side of Adonis Road for future widening to a five-lane roadway cross-section. As Moore Road may not be widened for quite some time, right turn lanes at key intersections along the roadway should be installed during Phase 1. Right of way should be set aside for a five-lane roadway cross section on Moore Road if a new interchange is constructed at I-10 in the future. The southbound right turn lanes on the west side of Adonis Road should also be installed at key intersections during this phase, as the roadway will be widened to the east.

During the second phase of the project, Adonis Road will be widened to a five-lane roadway cross-section: two through lanes in both directions separated by a raised median. This will be done by transitioning the two-way center left turn lane into a southbound through lane, reconstructing the northbound through lane to a raised median, and constructing two northbound through lanes. Northbound right turn lanes at key intersections on the east side of Adonis Road should be installed at this time.

K. PUBLIC UTILITIES

1. Water

   Marana Water will serve this subdivision. An extension of Marana's public water system will be required to be constructed by the developer as part of the development of the overall Stonegate Master Plan. See Exhibit III-K-1: Preliminary Potable Water Plan.

2. Sewer

   Much of the Stonegate Master Plan, including a portion of this Property, will gravity sewer to the recently installed manhole at the Master Plan's southwest corner along Interstate-10. The remainder, also including a portion of this Property, will gravity sewer to a new public lift station to be located southeast of the intersection of Interstate-10 and Moore Road. The wastewater will be pumped from that location to aforementioned manhole. The Town of Marana will be undertaking sewer line capacity improvements further downstream. The developer will provide a sewer master plan model to confirm all system capacities prior to improvement plan submittal. A sewer capacity letter was requested on 12/15/2021 but a response has not yet been received. See Exhibit III-K-2: Preliminary Sewer Plan.

3. Electric

   The property is located within the TRICO service area.

Existing TRICO Electric Lines along the Western Property Boundary

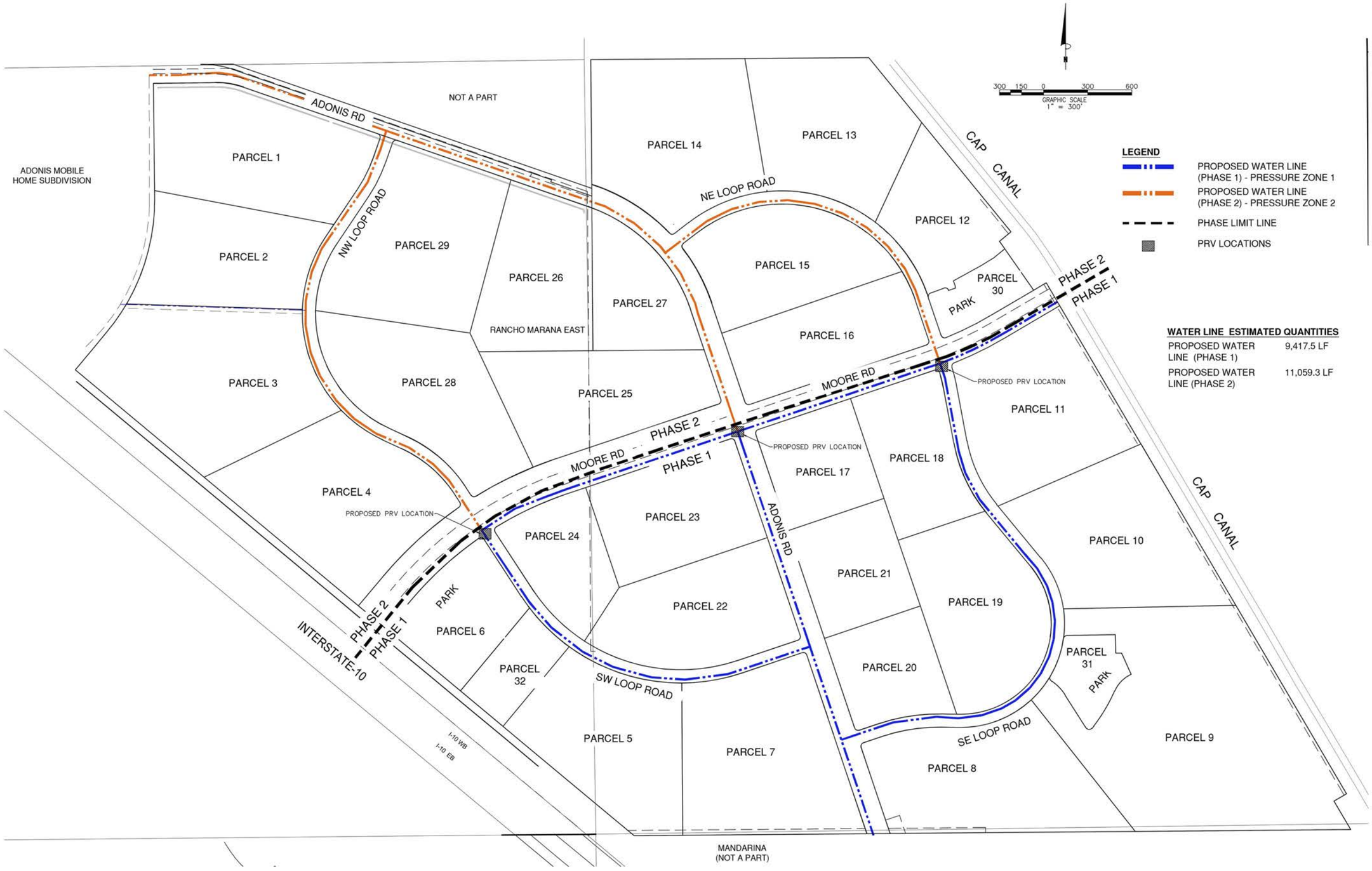


4. Natural Gas

   Southwest Gas will supply natural gas services to this development.

5. Telecommunications

   The development is within the Century Link service area.



WATER LINE ESTIMATED QUANTITIES

PROPOSED WATER LINE (PHASE 1)	9,417.5 LF
PROPOSED WATER LINE (PHASE 2)	11,059.3 LF

Bowman CONSULTING

Bowman Consulting Group, Ltd.
1295 West Washington Ste 108
Tempe, Arizona 85281
Phone: (480) 629-8830
www.bowmanconsulting.com
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PRELIMINARY POTABLE WATER PLAN

STONEGATE

EXHITBIT III-K-1

MARANA, AZ

PIMA COUNTY

PROJECT NUMBER

PLAN STATUS

DATE	DESCRIPTION	
BTH DESIGN	BTH DRAWN	RS CHKD
SCALE	H: 1"=300' V: N/A	
JOB No. 050985-01-001		
DATE : 01/12/22		

SHEET 1 OF 1

CAD FILE NAME: V:\050985 - Tortolita Shadows-Rancho Marana-\050985-01-001 (ENG) - Tortolita Shadows-Rancho Marana\Engineering\Exhibits\050985 Water Exhibit 113021.dwg 01/12/2022



Bowman CONSULTING

Bowman Consulting Group, Ltd.
1295 West Washington Ste 108
Tempe, Arizona 85281
Phone: (480) 629-8830
www.bowmanconsulting.com
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PRELIMINARY SEWER PLAN

STONEGATE

EXHIBIT III-K-2

MARANA, AZ

PIMA COUNTY

PROJECT NUMBER

PLAN STATUS

DATE	DESCRIPTION	
BTH DESIGN	BTH DRAWN	RS CHKD
SCALE	H: 1"=300' V: N/A	
JOB No. 050985-01-001		
DATE : 01/12/22		

SHEET 1 OF 1

CAD FILE NAME: V:\050985 - Tortolita Shadows-Rancho Marana-\050985-01-001 (ENG) - Tortolita Shadows-Rancho Marana\Engineering\Exhibits\050985-Sewer Exhibit 122021.dwg 01/12/2022

L. PUBLIC SERVICE IMPACTS

1. Police

   Stonegate is within Marana's town limits, and law enforcement jurisdiction.

2. Fire

   This project will be protected by the Northwest Fire District once it is annexed into the District.

3. Trash & Recycling

   The Town of Marana does not provide trash and recycling services. The homeowners within Stonegate will contract with a private solid waste pick-up provider.

4. Schools

   The Marana Unified School District uses a student generation factor of 0.25 per home for elementary students and 0.1 per home for secondary students. The District has indicated that is has capacity to serve this development at Estes Elementary School, Marana Middle School and Marana High School. See Exhibit III-L-1: School District Letter, which confirms that nearby Marana school District facilities have capacity for more houses than are currently proposed within this development.

5. Parks

   As discussed in Section I. of this site analysis, recreational opportunities are currently minimal on this side of Interstate-10 in Marana. In response, the Stonegate Master Plan will include a number of neighborhood and community parks to serve the recreational needs of future residents. Please see Section III.M.

Exhibit III-L-1: School District Letter

GOVERNING BOARD

Maribel Lopez, Ed.D., President
Hunter Holt, Vice President
Tom Carlson, Member
John Lewandowski, Member
Dan Post, Member

MARANA
UNIFIED SCHOOL DISTRICT

ADMINISTRATION

Daniel Streeter, Ed.D., Superintendent
Carolyn Dumler, Ed.D., Assistant Superintendent
Kristin Reidy, Assistant Superintendent
Dan Contorno, Chief Financial Officer

July 27, 2021

Paul Oland
Paradigm Land Design

RE: Proposed Development 908 Homes NE of Moore and I-10

Dear Mr. Oland,

Thank you for informing us of the proposed 908 home development NE of Moore Rd. and I-10. Marana Unified School District currently uses a factor of .25 students per home for elementary and .1 students per home for secondary. The 908 homes could generate about 227 elementary and 90 secondary students.

These future potential students would be supported by the following schools with their current enrollment/capacity numbers shown; Estes (514/787), Marana Middle School (1013/1434) and Marana High School (2044/2385). While all schools have capacity for the impact of this proposed development at this time, current growth trends are indicating that future school sites at both the elementary and secondary level may be needed in the near future.

Thank you for supporting the development of quality homes and businesses in our community. Marana Unified School District knows that one of the keys to the continued success of our wonderful community is the quality of our children's education. This belief is held so strongly that we have multiple developers providing the school district with rooftop impact development fees. The district uses these funds to ensure that necessary infrastructure is in place to support growth and maintain an inspiring education for every child. Voluntary developer participation in this process is an invaluable investment in our community. Please contact the Marana Schools Finance Office at 520-682-4756 to learn more about participation.

Please contact Dan Contorno at 520-682-4756, or myself at 520-616-4521 if you have any further questions.

Sincerely,

R Federico

Russell Federico, M.Ed.
Executive Director of Bond and Capital Projects
Marana Unified School District

Inspiring students to learn today and lead tomorrow.

11279 W. Grier Road • Marana, Arizona 85653 • (520) 682-3243 • www.maranausd.org

M. RECREATION & TRAILS



Image Courtesy the Marana Website

Subdivisions within the Property will include neighborhood parks conveniently located for their future residents and an internal connected network of trails and paths of varying sizes and surface materials that meet Town standards. Public trail easements may be dedicated by future subdivision plats to ensure that the general public has perpetual access through the project area

The Mandarina Specific Plan just south of the Property will include a community park. Similarly, the Tortolita Shadows Specific Plan, which is part of the Stonegate Master Plan, will include two community parks that will provide nearby recreational amenities to the Property. Developers of this project will coordinate with adjoining developments to ensure a seamless trail/path network.

The Town recently opened the Central Arizona Project Trailhead located off of Adonis Road, approximately one quarter mile north of Tangerine Road. The Town's Parks & Recreation website describes the trailhead as "the gateway to the CAP trail system that runs north from Marana 17 miles into Pinal County".

Future development within the rezoning area will comply with the recreational area requirements of Section 17-5-3.12 of the Marana Town Code, and a Recreational Area Plan will be submitted at the time of subdivision plat review.

N. CULTURAL, ARCHAEOLOGICAL & HISTORIC RESOURCES

The Property was surveyed for cultural resources by WestLand Resources in May 2021. Six sites of potential significance were identified and are currently the subject of further study in coordination with the Town of Marana's Environmental Services Department.

Council-Regular Meeting **A2**

Meeting Date: 02/21/2023

To: Mayor and Council

From: Steven Cheslak, Principal Planner

Date: February 21, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2023.005: Relating to Land Development; revising Marana Town Code Title 17 (Land Development), Chapter 17-3 (Administration and Enforcement), Section 17-3-1 (Amendment and Rezoning) to add provisions relating to a citizen review process for rezoning applications; and designating an effective date (Steve Cheslak)

Discussion:

REQUEST

Staff is requesting approval of revising Marana Town Code Title 17 (Land Development), Chapter 17-3 (Administration and Enforcement), Section 17-3-1 (Amendment and Rezoning) to add provisions relating to a citizen review process for rezoning applications and designating an effective date, in response to the requirements of Arizona Revised Statutes section 9-462.03.

> ***A.R.S. §9-462.03. Amendment procedure***
> *A. The governing body of the municipality shall adopt by ordinance a citizen review process that applies to all rezoning and specific plan applications that require a public hearing. The citizen review process shall include at least the following requirements:*
> *1. Adjacent landowners and other potentially affected citizens will be notified of the application.*
> *2. The municipality will inform adjacent landowners and other potentially affected citizens of the substance of the proposed rezoning.*
> *3. Adjacent landowners and other potentially affected citizens will be provided*

an opportunity to express any issues or concerns that they may have with the proposed rezoning before the public hearing.

B. A zoning ordinance that changes any property from one zone to another, that imposes any regulation not previously imposed or that removes or modifies any such regulation previously imposed must be adopted following the procedure prescribed in the citizen review process and in the manner set forth in section 9-462.04.

It has been determined, because the Town does not have codified language addressing A.R.S. §9-462.03 requirements, revising Marana Town Code Chapter 17-3 to add a citizen review process as set forth by ordinance (attached to this report) is in the best interests of the Town and its residents. The revisions to Chapter 17-3 (Administration and Enforcement), Section 17-3-1 (Amendment and Rezoning) includes a new paragraph C that states:

Section 17-3-1 Amendment and rezoning

No revisions to paragraphs A or B.

C. Citizen review process. After submission of an application for a rezoning to the town and before the planning commission holds a public hearing on the matter, the applicant and the town shall comply with the citizen review process set forth in this paragraph.

1. The applicant shall mail written notice of the application to all owners of property located within 300 feet of the subject property and to any other persons reasonably determined by the planning manager to be potentially affected citizens. All distances shall be measured from the property lines of the subject property.

a. The written notice shall provide a general explanation of the substance of the proposed rezoning, and shall provide notice of the date, time, and location of a neighborhood meeting to discuss the application.

b. The applicant shall mail the written notice by first class mail at least 15 days prior to the neighborhood meeting.

2. The applicant shall hold the neighborhood meeting, noticed as provided in subparagraph 1, a minimum of 15 days prior to the planning commission public hearing.

3. Following the neighborhood meeting, the applicant shall submit to the planning manager a meeting summary that includes:

a. Copies of the written notice required by subparagraph 1 and of the mailing list for the notice

b. A list of the people in attendance at the meeting

c. A description of the issues that were raised and a summary of the discussion

4. The town shall post a sign on the subject property at least 15 days prior to the planning commission public hearing. The town will ensure that the sign complies with design standards specified by the town and is placed in a conspicuous location. The town will incorporate the costs associated with the sign posting into the town's fees for rezoning applications, as set forth in the comprehensive fee schedule approved by the council and amended from time to time.

5. The planning manager may authorize an alternative citizen review process

for translational, non-site analysis rezoning applications, and other similar rezoning applications deemed appropriate for the alternative process by the planning manager, as long as the alternative process meets the requirements of A.R.S. §9-462.03.

No revisions to existing paragraphs C and D which are re-lettered as paragraphs D and E.

Town staff is proposing an effective date of July 1, 2023, to allow time to revise the Town's comprehensive fee schedule for rezoning applications to account for the sign costs, and to procure a supply of signs to have on hand when the new provisions go into effect.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2023.005 revising Marana Town Code Title 17 (Land Development), Chapter 17-3 (Administration and Enforcement), Section 17-3-1 (Amendment and Rezoning) to add provisions relating to a citizen review process for rezoning applications; and designating an effective date

Planning Commission Recommendation:

The Planning Commission heard the request for the proposed revisions on January 25, 2023. By a vote of 7-0, the Planning Commission voted to recommend approval of the proposed Town Code revisions to the Town Council.

Suggested Motion:

I move to adopt Ordinance 2023.005, revising Marana Town Code Title 17 (Land Development), Chapter 17-3 (Administration and Enforcement), Section 17-3-1 (Amendment and Rezoning) and designating an effective date.

Attachments

Ordinance No. 2023.005

MARANA ORDINANCE NO. 2023.005

RELATING TO LAND DEVELOPMENT; REVISING MARANA TOWN CODE TITLE 17 (LAND DEVELOPMENT), CHAPTER 17-3 (ADMINISTRATION AND ENFORCEMENT), SECTION 17-3-1 (AMENDMENT AND REZONING) TO ADD PROVISIONS RELATING TO A CITIZEN REVIEW PROCESS FOR REZONING APPLICATIONS; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS A.R.S. §9-462.03 provides that the governing body of a municipality shall adopt by ordinance a citizen review process that applies to all rezoning and specific plan applications that require a public hearing and sets forth the minimum requirements for the citizen review process; and

WHEREAS the Mayor and Council of the Town of Marana find that revising Marana Town Code Chapter 17-3 to add a citizen review process as set forth in this ordinance is in the best interests of the Town and its residents.

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

SECTION 1. Marana Town Code Title 17 (Land Development), Chapter 17-3 (Administration and Enforcement), Section 17-3-1 (Amendment and rezoning) is hereby amended as follows (with additions shown with double underlining):

17-3-1 Amendment and rezoning

[No revisions to paragraphs A or B]

C. Citizen review process. After submission of an application for a rezoning to the town and before the planning commission holds a public hearing on the matter, the applicant and the town shall comply with the citizen review process set forth in this paragraph.

1. The applicant shall mail written notice of the application to all owners of property located within 300 feet of the subject property and to any other persons reasonably determined by the planning manager to be potentially affected citizens. All distances shall be measured from the property lines of the subject property.

    a. The written notice shall provide a general explanation of the substance of the proposed rezoning, and shall provide notice of the date, time, and location of a neighborhood meeting to discuss the application.

b. The applicant shall mail the written notice by first class mail at least 15 days prior to the neighborhood meeting.

2. The applicant shall hold the neighborhood meeting, noticed as provided in subparagraph 1, a minimum of 15 days prior to the planning commission public hearing.

3. Following the neighborhood meeting, the applicant shall submit to the planning manager a meeting summary that includes:

a. Copies of the written notice required by subparagraph 1 and of the mailing list for the notice

b. A list of the people in attendance at the meeting

c. A description of the issues that were raised and a summary of the discussion

4. The town shall post a sign on the subject property at least 15 days prior to the planning commission public hearing. The town will ensure that the sign complies with design standards specified by the town and is placed in a conspicuous location. The town will incorporate the costs associated with the sign posting into the town's fees for rezoning applications, as set forth in the comprehensive fee schedule approved by the council and amended from time to time.

5. The planning manager may authorize an alternative citizen review process for translational, non-site analysis rezoning applications, and other similar rezoning applications deemed appropriate for the alternative process by the planning manager, as long as the alternative process meets the requirements of A.R.S. §9-462.03.

[No revisions to existing paragraphs C and D which are hereby re-lettered as paragraphs D and E]

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

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

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. This ordinance shall be effective on July 1, 2023.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 21st day of February 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney