MARANA AZ
ESTABLISHED 1977

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

PR1 Proclamation Recognizing Diaper Need Awareness Week (David L. Udall)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

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

CONSENT AGENDA

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

C1 Ordinance No. 2023.028: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule to clarify descriptions of the park rental bundle and special event permit fees; and designating an effective date (Jim Conroy)

C2 Resolution No. 2023-086: Relating to Budget; approving the transfer of up to $500,000 in budgeted expense authority from the West Apron Rehab Project (AP033) to increase the project budget for the Airport Weather Observation Station Upgrade Project (AP042) in the fiscal year 2023-2024 budget (Fausto Burruel)

C3 Resolution No. 2023-087: Relating to Community and Neighborhood Services; designating the Community and Neighborhood Services Director and the Environmental Project Manager as the Certifying Officers for environmental review purposes in accordance with United States Department of Housing and Urban Development Regulations (Lisa Shafer)

C4 Resolution No. 2023-088: Relating to Community Events; approving and authorizing the Mayor to execute a funding and in-kind support agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. regarding the planning, development, and presentation of the North Marana Community Celebration Event (Andrea De La Cruz)

C5 Resolution No. 2023-089: Relating to Development; approving the final plat for Saguaro Bloom Blocks 5 & 6, Lots 1-146, and Common Area "A" (Parks, Drainage and Utilities) generally located south of W Lambert Lane, between Saguaro Peaks Boulevard and N Quarry Road (Scott S. Radden)

C6 Resolution No. 2023-090: Relating to Development; approving and authorizing the Town Engineer to execute and record an amendment to the general notes on the cover sheet of the Final Plat for Casas De Miguel Lots 1-5 to delete a general note that prohibits elevated earthen pads (Dustin Ward)

C7 Resolution No. 2023-091: Relating to the Risk Management; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for disbursement of opioid settlement funds (Libby Shelton)

C8 Resolution No. 2023-092: Relating to the Police Department; approving and authorizing the Police Chief to execute an agreement between Pima County Superior Court and Marana Police Department to allow the exchange of court information to determine disposition of cases (Libby Shelton)

C9 Resolution No. 2023-093: Relating to Real Estate; accepting the offer of just compensation from Pima County for additional property rights needed for the Continental Ranch Regional Pump Station Force Main Augmentation Project and authorizing the Town Engineer to execute the Acquisition Agreement, conveyance instruments, and any and all other associated documents (George Cardieri)

C10 Resolution No. 2023-097: Relating to Water and Wastewater; approving and authorizing the Mayor to sign agreements for construction of water and sewer facilities under private contract with FCD Marana Venture I, LLC and SBH Marana LP for Monarch Blocks 1, 11, 12, and 13 (David L. Udall)

C11 Approval of Regular Council Meeting Summary Minutes of August 15, 2023 and approval of Special Council Meeting Summary Minutes of August 22, 2023 (David L. Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2023.029: Relating to Development; approving modifications to rezoning conditions of Marana Ordinance No. 2006.29, which rezoned approximately 9.95 acres of land generally located at the southwest corner of the intersection of Ina and Silverbell Roads, to delete zoning conditions that were intended to only allow a retail shopping center on the site and to remove zoning conditions related to the now-completed Silverbell Road improvement project (Scott S. Radden)

A2 PUBLIC HEARING: Ordinance No 2023.030: Relating to Development; approving a rezoning of approximately 4.1 acres of land generally located approximately 800 feet south of the intersection of Ina Road and Silverbell Road, on the west side of Silverbell Road, from R-144 (single family residential) to VC (Village Commercial); and approving a minor amendment to the General Plan amending the land use category from Low Density Residential (LDR) to Commercial (C) (Scott S. Radden)

A3 PUBLIC HEARING: Ordinance No. 2023.031: Relating to Land Development; revising Marana Town Code Title 17 (Land Development), chapter 17-4 (Zoning), section 17-4-3 (Use conditions matrix) to clarify that for home occupations, the use of amenities customarily incidental to a residential use is permitted subject to conditions; and designating an effective date (Steven Cheslak)

A4 PUBLIC HEARING: Ordinance No. 2023.032: Relating to Land Development; adopting revisions to Marana Town Code (MTC) Title 17 "Land Development"; revising MTC Section 17-1-6 (Definitions), to revise definitions for “Single-family dwelling” and “Transitional housing”; revising MTC Section 17-4-2 (Use matrix) to revise the permissiveness of transitional housing uses in several zoning districts from allowed upon approval of a conditional use permit to allowed upon meeting specified conditions; revising MTC Section 17-4-3 (Use conditions matrix) to add conditions per use for transitional housing in the allowed zoning districts; revising MTC Chapter 17-6 “General and Miscellaneous Development Regulations” to add new section 17-6-12 (Transitional housing) establishing development regulations for transitional housing and a reasonable accommodation waiver process; providing that the revisions adopted by this ordinance shall apply to all specific plans in the Town that have more

restrictive zoning requirements for transitional housing; and designating an effective date (Jane Fairall)

Resolution No. 2023-098: Relating to Land Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2023.032, revisions to Marana Town Code (MTC) Title 17 "Land Development"; revising MTC Section 17-1-6 (Definitions), to revise definitions for “Single-family dwelling” and “Transitional housing”; revising MTC Section 17-4-2 (Use matrix) to revise the permissiveness of transitional housing uses in several zoning districts from allowed upon approval of a conditional use permit to allowed upon meeting specified conditions; revising MTC Section 17-4-3 (Use conditions matrix) to add conditions per use for transitional housing in the allowed zoning districts; revising MTC Chapter 17-6 “General and Miscellaneous Development Regulations” to add new section 17-6-12 (Transitional housing) establishing development regulations for transitional housing and a reasonable accommodation waiver process (Jane Fairall)

A6 Resolution No. 2023-099: Relating to Development; adopting the Town of Marana Public Art Policy (Jason Angell)

A5 Ordinance No. 2023.033: Relating to Finance; amending the Town of Marana comprehensive fee schedule by adding fees related to the Marana Public Art Policy and a General Plan Map Minor Amendment, in conjunction with a Translational or Non-Site Analysis Rezoning; and designating an effective date (Jason Angell)

A7 Resolution No. 2023-094: Relating to Municipal Court, reappointing Laine McDonald as Marana Town Magistrate for a four-year term beginning October 1, 2023; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine McDonald (Terry Rozema)

A8 Resolution No. 2023-095: Relating to Municipal Court; approving the reappointment of Kimberly Epling, Ramona Silence, and Mary Soehnle as civil traffic violation hearing officers for the Marana Municipal Court (Laine McDonald)

A9 Resolution No. 2023-096: Relating to Municipal Court; approving the reappointment of Frank Anjakos, Eva Bacal, Darlene Chavira-Chavez, Stuart DeHaan, David Deibel, Maria Felix and Ronald Newman as magistrates pro tempore for the Marana Municipal Court (Laine McDonald)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

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

E2 Executive Session pursuant to A.R.S. §38-431.03 (A)(1) to discuss the employment of Town Magistrate Laine McDonald, including discussion of the terms of the Town Magistrate's Employment Agreement.

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

ADJOURNMENT

Council-Regular Meeting **PR1**

Meeting Date: 09/19/2023

Date: September 19, 2023

Subject: Proclamation Recognizing Diaper Need Awareness Week (David L. Udall)

Attachments

Proclamation

MARANA AZ

PROCLAMATION

Recognizing Diaper Need Awareness Week

WHEREAS, diaper need, the condition of not having a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of babies, toddlers, and their families; and

WHEREAS, national surveys and research studies have reported that one in three families struggle with diaper need and 48% delay changing a diaper to extend their supply; and

WHEREAS, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in childcare programs and quality early-education programs; and

WHEREAS, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention resulting in medical costs, and may prevent parents from accessing child care needed to go to work or school, thereby destabilizing the family's economic prospects and well-being; and

WHEREAS, the people of Marana recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the Town's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

WHEREAS, Marana is proud to be home to trusted community-based organizations, including the Diaper Bank of Central and Southern Arizona, that recognize the importance of diapers in ensuring health and provide economic stability for families and thus distribute diapers to families through various channels.

NOW, THEREFORE, I, Ed Honea, Mayor of the Town of Marana do hereby proclaim the week of September 18 – 24, 2023 as Diaper Need Awareness Week in the Town of Marana, and thank the aforementioned diaper banks, their staff, volunteers and donors for their service, and encourage the citizens of Marana to donate generously to diaper banks, diaper drives, and those organizations that collect and distribute diapers to those struggling with diaper need, so that all of Marana's children and families can thrive and reach their full potential.

Dated this 19th day of September 2023.

ATTEST:

David L. Udall, Town Clerk

Ed Honea

Ed Honea, Mayor

Council-Regular Meeting **P1**

Meeting Date: 09/19/2023

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: September 19, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Budget; presentation of preliminary year-end results (July-June) 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 preliminary year-end financial results for the Town's General Fund and other selected major funds for fiscal year 2022-23. 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 summary, expenditure summary, and anticipated ending balances at the year-end.

Revenue

Overall, revenues and other financing sources are within or above expectations for the Town's General Fund and other selected funds largely fueled by a strong work force, low unemployment rates and better than anticipated sales tax revenues and investment revenues due to the high interest rate environment.

General Fund revenue is significantly above budgeted expectations and projected to come in about 18% above budgeted amounts, primarily due to higher than anticipated retail and contracting sales taxes, while Single Family Residential (SFR) permits revenues were below expectations due to higher mortgage interest rates which resulted in reduced residential development activity. It should be noted that most revenue categories were higher than prior year actual revenues, excluding one-time federal ARPA revenues.

Highway User Revenue Fund (HURF) revenues resulting from the collection of fees and taxes from users of the State's roads and highways were slightly below expectations, with the shortfall being recovered through higher investment revenues as a result of higher interest rates.

Revenues for the Transportation Fund which comprises 75% of all contracting taxes collected and used for new road construction and reconstruction projects are significantly higher than anticipated at 133% above budgeted expectations. Revenues have consistently exceeded expectations throughout the year due to higher than anticipated commercial activity and a number of infrastructure projects related to upcoming residential development.

Revenues for the Bed Tax Fund, which accounts for the portion of bed tax revenues restricted for tourism related costs, exceeded expectations with revenues just above prior year record levels due to resilient hospitality sector performance where average daily room rates remain near high levels while occupancy rates have recovered to pre-pandemic levels.

Revenues for the Water and Water Reclamation Funds were within or slightly above expectations for the fiscal year due to anticipated account growth for new housing and commercial projects in Marana.

Revenues for the Airport met expectations with fuel related income performing slightly above budgeted levels. Additional detail on these variances and other listed funds is included within the visualization slides attached to this item. The shortfall reflected in the summary page of the presentation will be covered by budgeted transfers of fund from the General Fund.

Expenditures

Expenditures in all funds are at or below expectations through the fourth quarter. This is primarily attributable to vacancy savings, operational efficiencies and also the timing of capital projects many of which are mutli-year projects. Also, certain purchases and projects were deferred to the next fiscal year due to continued supply chain issues and other delays. Additional detail on these variances and other funds are included within the visualization slides attached to this item.

General Fund Balance and Reserves

Based upon preliminary year-end results for fiscal year 2022-2023, and a number of assumptions, we expect General Fund reserves of approximately $62.8 million available to use for one-time projects and other one-time needs by the end of fiscal year 2023-2024. This balance excludes items like the General Fund reserve of 25% of budgeted revenues, or $17.4 million, the $5 million of contingency budget capacity in next year's budget and money set aside as part of the Town's equipment and vehicle replacement program, which are available to support continued, efficient and uninterrupted service delivery. Please find a General Fund available impact slide attached to this Council report which breaks out in greater detail the various

obligations of the General Fund. The amount of available fund balance will change as the Town reconciles and closes the books for fiscal year 2022-2023.

The preliminary year-end 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 after the Council meeting: http://www.maranaaz.gov/financial-documents

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

FY2022-2023 Preliminary Year-End Financial Update

FY2022-2023 General Fund Available Balances

Financial Brief: Fourth Quarter

Fiscal Year

2022 – 2023

Prepared by: Finance Department

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FISCAL YEAR 2022 - 2023 FOURTH 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 fourth quarter of fiscal year 2023 (July 2022 - June 2023). 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 Airport, Water, and Water Reclamation enterprise funds. Please note that all amounts are preliminary, unaudited 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	79,499,563	118%	89,390,610	79,569,029	89%	-69,466
HURF	4,807,629	4,996,228	104%	5,358,694	3,328,674	62%	1,667,554
TRANSPORTATION FUND	6,850,000	15,969,288	233%	26,964,539	6,162,698	23%	9,806,590
BED TAX FUND	1,338,158	1,913,104	143%	1,338,158	1,271,429	95%	641,675
1/2 CENT SALES TAX	6,000,000	7,790,177	130%	12,000,000	3,427,974	29%	4,362,203
WATER FUND	9,526,712	9,871,889	104%	12,670,333	7,916,626	62%	1,955,263
WATER RECLAMATION FUND	3,862,945	3,801,662	98%	5,619,363	3,096,978	55%	704,684
AIRPORT FUND	629,423	444,846	71%	629,423	533,019	85%	-88,173

Click HERE for a User Guide and FAQ about this report

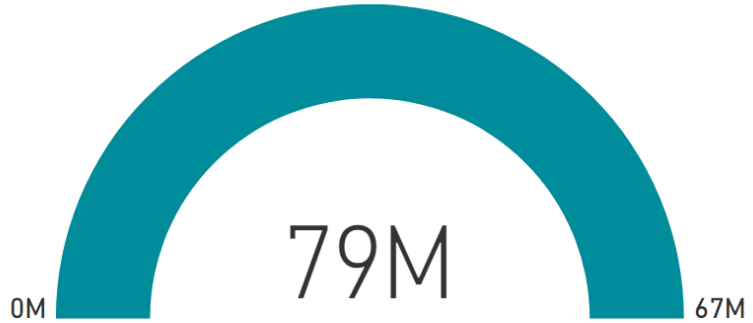
FY 2022-2023 FOURTH QUARTER: GENERAL FUND

REVENUES

Select Revenue or Expense

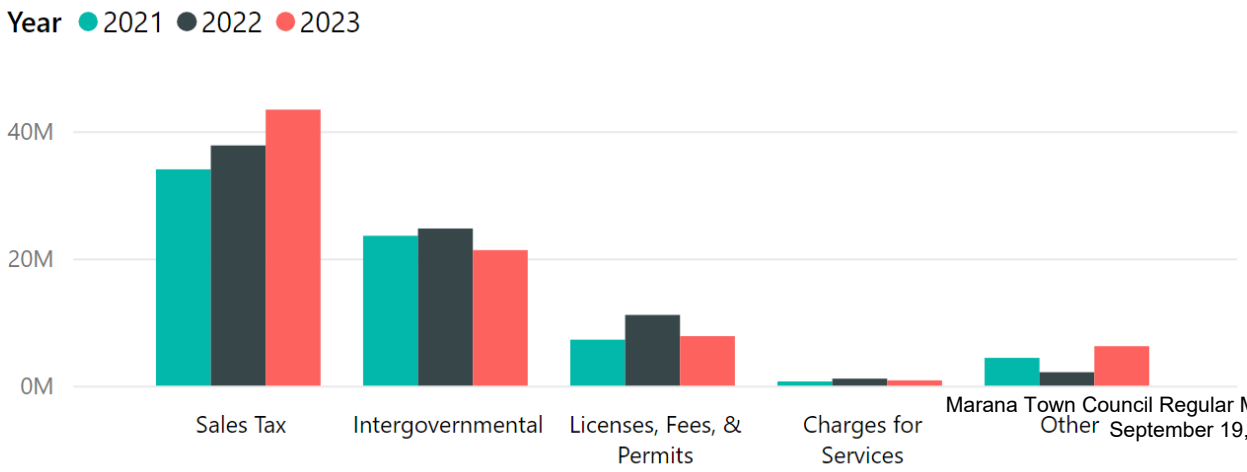
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Sales Tax	36,215,052	43,388,305	120%
Intergovernmental	20,148,736	21,304,677	106%
Licenses, Fees, & Permits	8,633,000	7,776,547	90%
Charges for Services	807,000	827,967	103%
Other	1,322,471	6,202,066	469%
Total	**67,126,259**	**79,499,563**	**118%**



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 fourth quarter of FY 2023 due to stronger than anticipated sales tax and high contracting taxes which have persisted in an environment of economic uncertainty. 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 permit issuance. Other



Category	2021	2022	2023
Sales Tax	34,001,110	37,758,889	43,388,305
Intergovernmental	23,559,039	24,700,801	21,304,677
Licenses, Fees, & Permits	7,225,295	11,112,418	7,776,547
Charges for Services	658,737	1,097,224	827,967
Other	4,364,201	2,111,466	6,202,066
Total	**69,808,381**	**76,780,798**	**79,499,563**

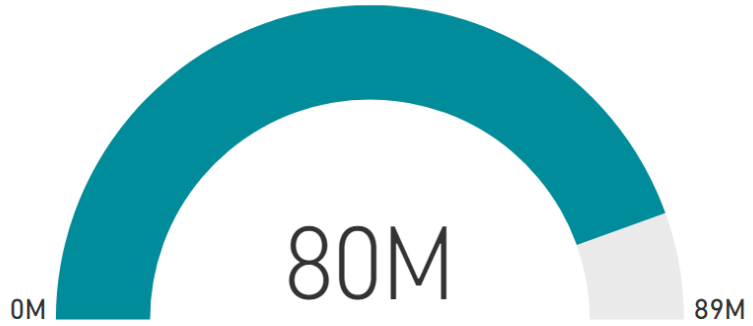
FY 2022-2023 FOURTH QUARTER: GENERAL FUND

EXPENSES

Select Revenue or Expense

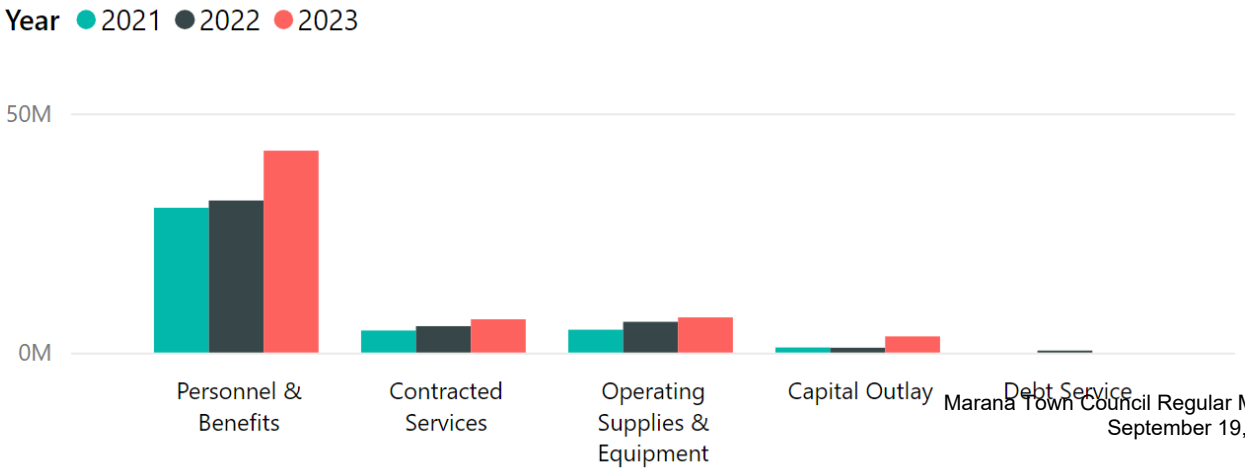
- ■ EXPENSES
- □ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Personnel & Benefits	45,770,799	42,205,647	92%
Contracted Services	8,953,694	6,951,531	78%
Operating Supplies & Equipment	7,716,754	7,345,662	95%
Capital Outlay	5,851,460	3,368,636	58%
Other Financing Uses	21,097,903	19,697,552	93%
Total	**89,390,610**	**79,569,029**	**89%**



General Fund Relevant Information

General Fund expenses through the fourth quarter of FY2023 are overall lower than anticipated. 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 higher than normal vacancy rates during the year. Capital Outlay is associated with a number of projects and capital equipment purchases, many of which are being carried forward to the next fiscal year due to delivery and other project delays related to higher than anticipated pricing. Other Financing Uses is related to budgeted transfers some of which are yet to occur as the Town reconciles



Category	2021	2022	2023
Personnel & Benefits	30,268,994	31,783,353	42,205,647
Contracted Services	4,598,461	5,508,994	6,951,531
Operating Supplies & Equipment	4,769,327	6,418,023	7,345,662
Capital Outlay	1,053,254	998,484	3,368,636
Debt Service		5,020	
Other Financing Uses	4,306,521	4,093,861	19,697,552
Total	**44,996,558**	**48,807,735**	**79,569,029**

FY 2022-2023 FOURTH QUARTER: HURF

REVENUES

Select Revenue or Expense

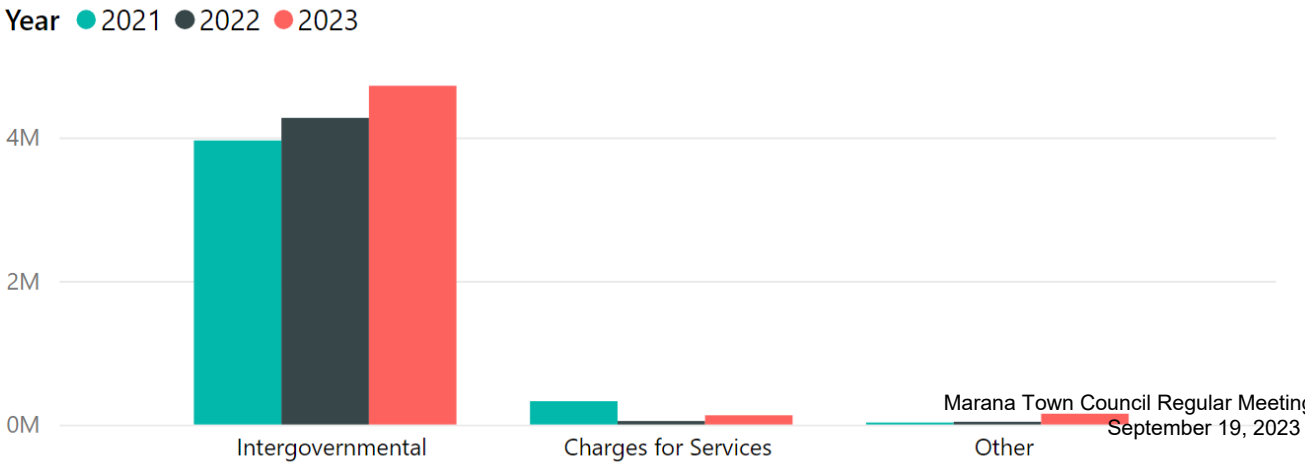
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Intergovernmental	4,802,629	4,718,392	98%
Charges for Services	0	128,100	0%
Other	5,000	149,737	2995%
Total	**4,807,629**	**4,996,228**	**104%**



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. Fourth quarter HURF revenue collections are slightly below forecasted levels but within budget expectations. 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 and reflects the current environment of higher interest rates.



Category	2021	2022	2023
Intergovernmental	3,956,482	4,271,391	4,718,392
Charges for Services	324,246	48,098	128,100
Other	603	37,744	149,737
Total	**4,281,332**	**4,357,234**	**4,996,228**

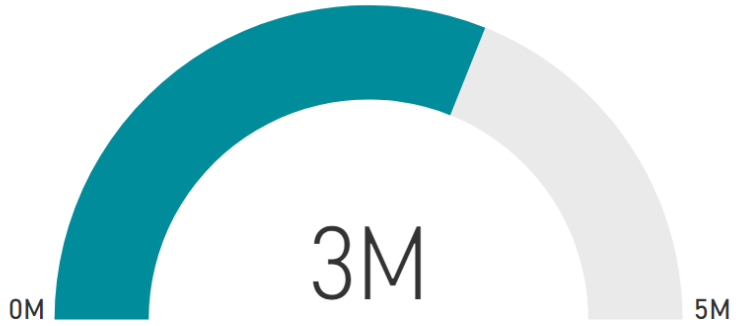
FY 2022-2023 FOURTH QUARTER: HURF

EXPENSES

Select Revenue or Expense

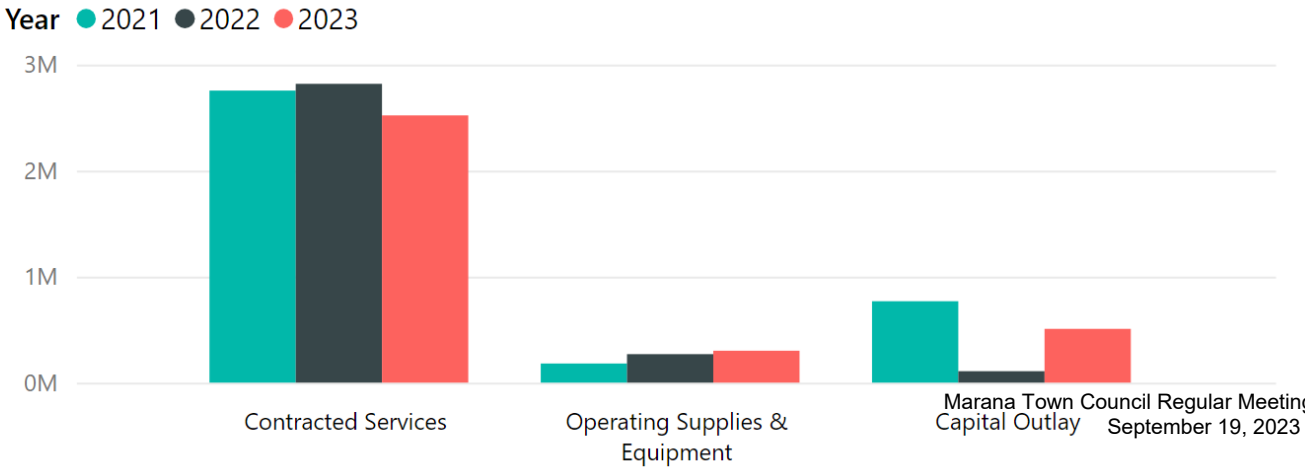
- ■ EXPENSES
- □ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Contracted Services	3,939,894	2,520,597	64%
Operating Supplies & Equipment	287,950	300,921	105%
Capital Outlay	930,850	507,156	54%
Other Financing Uses	200,000		
Total	**5,358,694**	**3,328,674**	**62%**



HURF Relevant Information

HURF expenses are overall below budgeted amounts through the fourth 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 to start in the last quarter of the year and be completed in the next fiscal year. Operating Supplies & Equipment are overall in line with expectations with the exception of higher than anticipated water irrigation costs. Capital Outlay is associated with vehicle/equipment purchases some of which were carried forward and ADA compliance and irrigation project funding that will be utilized in future periods. Other Financing Uses is restricted budget for possible monsoon storm damage or other unanticipated needs.



Category	2021	2022	2023
Contracted Services	2,754,594	2,818,319	2,520,597
Operating Supplies & Equipm...	180,283	268,662	300,921
Capital Outlay	767,722	107,860	507,156
Total	**3,702,599**	**3,194,841**	**3,328,674**

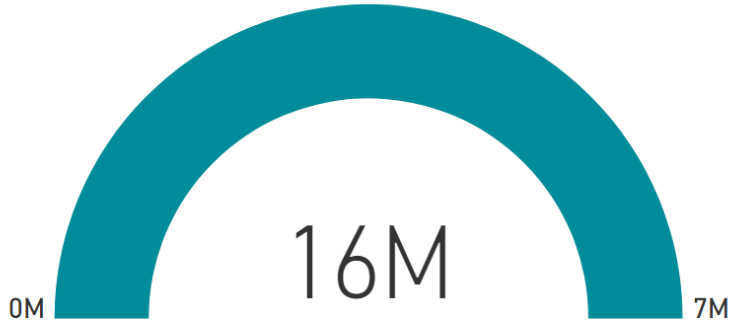
FY 2022-2023 FOURTH QUARTER: TRANSPORTATION FUND

REVENUES

Select Revenue or Expense

- ☐ EXPENSES
- ■ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Sales Tax	6,750,000	15,860,584	235%
Other	100,000	108,704	109%
Total	**6,850,000**	**15,969,288**	**233%**



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. Fourth quarter revenue collections are above expectations due to higher than normal commercial project construction activity throughout the Town. Permit issuance for residential housing is significantly lower than the same period in the prior year, but starting to show signs of recovery as we head into the next fiscal year. Other budgeted revenue is comprised of investment income and one-time third party contributions.



Category	2021	2022	2023
Sales Tax	7,378,783	8,395,919	15,860,584
Other	128,092	1,294,751	108,704
Total	**7,506,876**	**9,690,670**	**15,969,288**

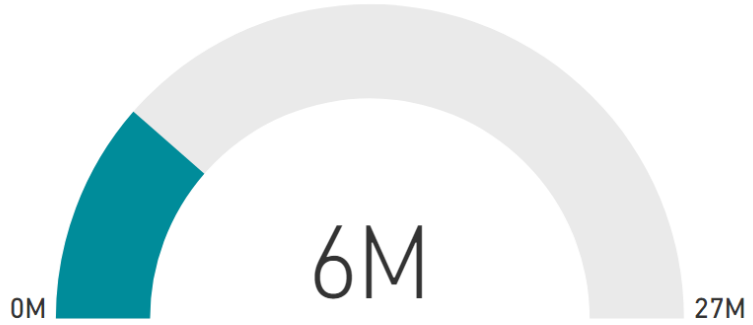
FY 2022-2023 FOURTH QUARTER: TRANSPORTATION FUND

EXPENSES

Select Revenue or Expense

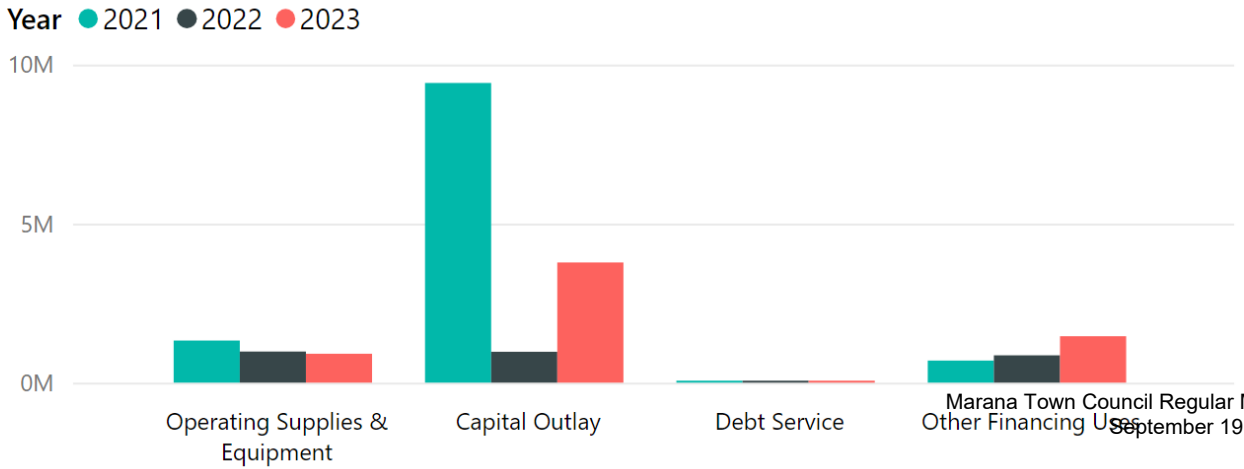
- ■ EXPENSES
- □ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Operating Supplies & Equipment	738,500	907,990	123%
Capital Outlay	24,601,871	3,778,161	15%
Debt Service	10,000	17,323	173%
Other Financing Uses	1,614,168	1,459,224	90%
Total	**26,964,539**	**6,162,698**	**23%**



Transportation Fund Relevant Information

Transportation Fund expenses are below budgeted levels through the fourth quarter of FY2023. Operating Supplies & Equipment is associated with ongoing developer reimbursements paid on a semi-annual basis, which are higher than anticipated due to higher revenues for the year. Capital Outlay is associated with multi-year 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 primarily associated with planned transfers related to debt service.



Category	2021	2022	2023
Operating Supplies & Equipm...	1,323,442	977,459	907,990
Capital Outlay	9,421,469	970,294	3,778,161
Debt Service	18,029	17,645	17,323
Other Financing Uses	693,655	858,375	1,459,224
Total	**11,456,595**	**2,823,774**	**6,162,698**

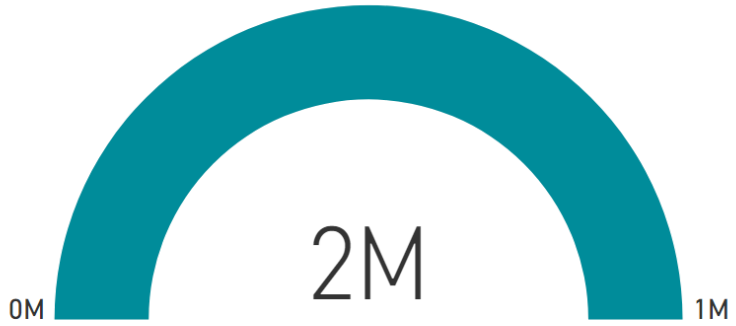
FY 2022-2023 FOURTH QUARTER: BED TAX FUND

REVENUES

Select Revenue or Expense

- ☐ EXPENSES
- ■ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Sales Tax	1,338,158	1,913,104	143%
Total	**1,338,158**	**1,913,104**	**143%**



Bed Tax Fund Relevant Information

The Bed Tax Fund accounts for the collection of the discriminatory portion of revenues restricted for tourism initiatives. Fourth quarter revenue collections for FY2023 are currently above expectations, due to a number of events in the area in prior quarters, including the Gem Show exhibition. Another important factor has been resilient room pricing rates which remain significantly above pre-pandemic levels while overall demand has fully recovered to normal prior year cycles.



Category	2021	2022	2023
Sales Tax	1,246,249	1,901,388	1,913,104
Total	**1,246,249**	**1,901,388**	**1,913,104**

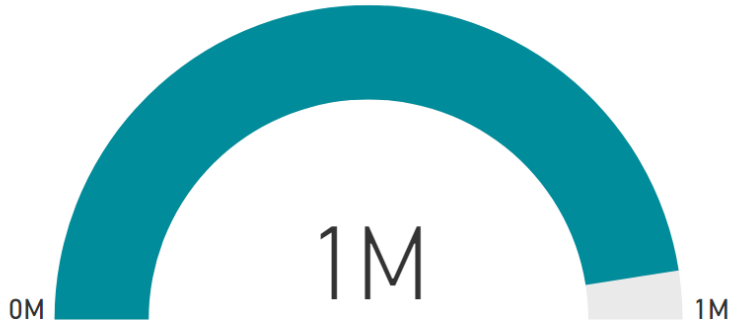
FY 2022-2023 FOURTH QUARTER: BED TAX FUND

EXPENSES

Select Revenue or Expense

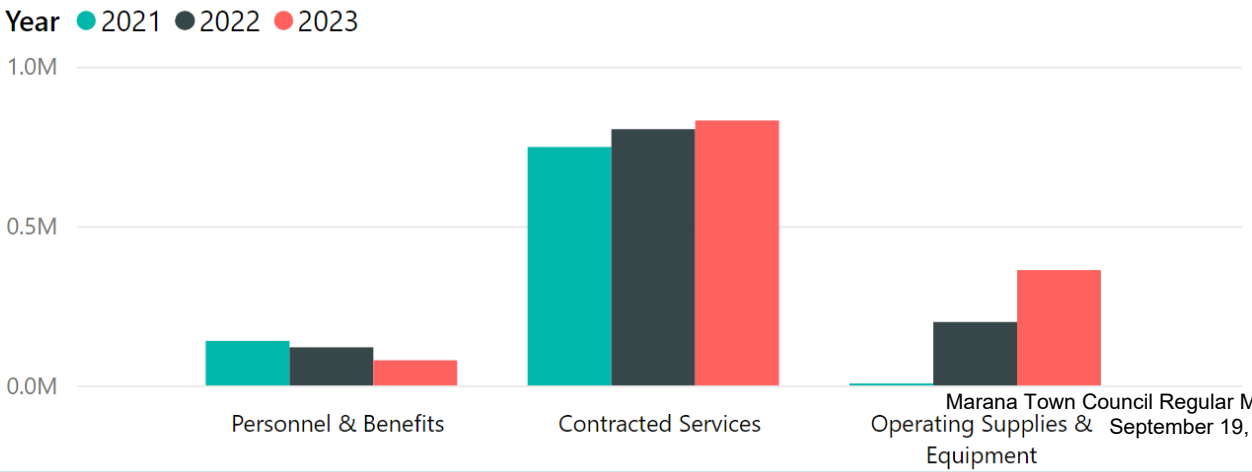
- ■ EXPENSES
- □ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Personnel & Benefits	152,880	78,797	52%
Contracted Services	957,242	830,907	87%
Operating Supplies & Equipment	145,044	361,725	249%
Other Financing Uses	82,992		
Total	**1,338,158**	**1,271,429**	**95%**



Bed Tax Fund Relevant Information

As a whole, the Bed Tax Fund spending is as expected through the fourth quarter of FY2023. Personnel costs are below expectations due to a vacant position funded with bed tax funding which was filled in the third quarter. Contracted services is primarily related to the annual State Land lease payment, which was made in the first quarter this year, and also includes planned advertising costs in support of tourism activities. Operating Supplies & Equipment includes developer rebates which are higher than anticipated as a result of higher than anticipated revenues. Other Financing Uses is restricted budget for unanticipated needs.



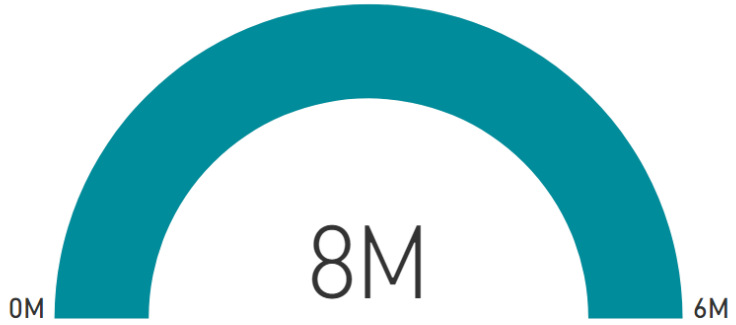
Category	2021	2022	2023
Personnel & Benefits	139,718	119,541	78,797
Contracted Services	747,761	803,701	830,907
Operating Supplies & Equipment	217	198,835	361,725
Total	**887,697**	**1,122,077**	**1,271,429**

FY 2022-2023 FOURTH QUARTER: HALF CENT SALES TAX FUND

REVENUES

Select Revenue or Expense
- EXPENSES
- REVENUES

Category	FY 2023 Budget	Actual	% Budget
Sales Tax	6,000,000	7,790,177	130%
Total	**6,000,000**	**7,790,177**	**130%**



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 fourth quarter as the economy continues to perform above expectations in an uncertain economic environment. To date, amounts collected continue to average just above $600,000 per month.



Category	2022	2023
Sales Tax	3,608,070	7,790,177
Total	**3,608,070**	**7,790,177**

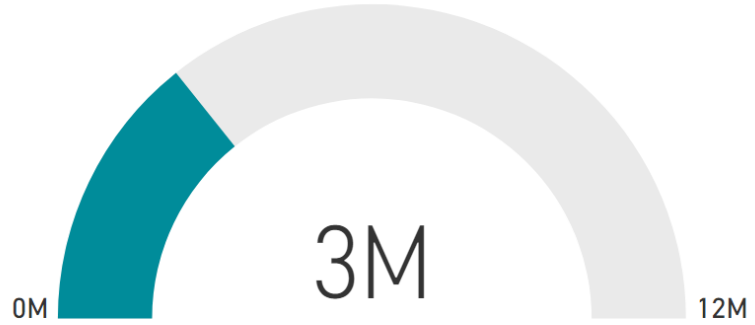
FY 2022-2023 FOURTH QUARTER: HALF CENT SALES TAX FUND

EXPENSES

Select Revenue or Expense

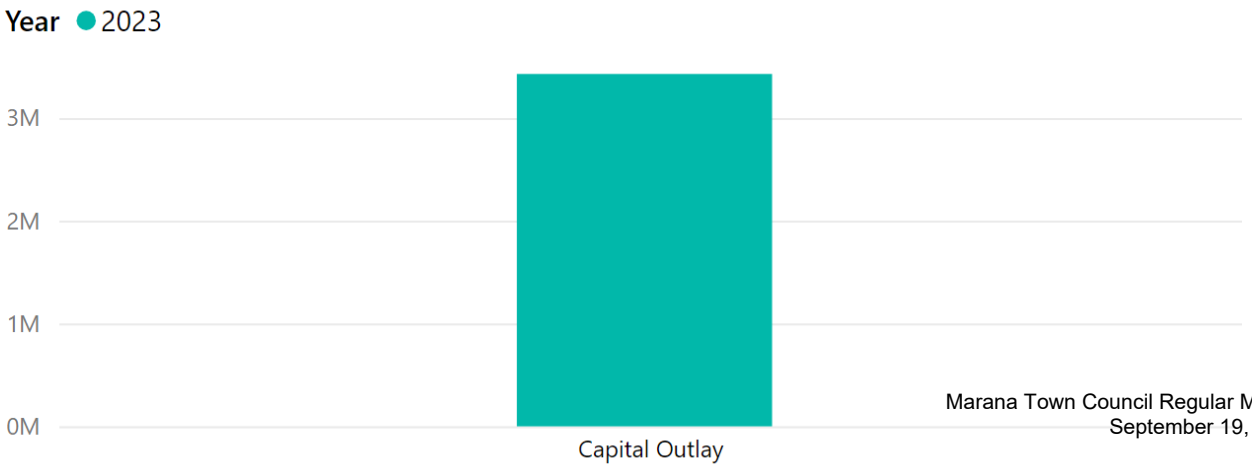
- ■ EXPENSES
- □ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Capital Outlay	12,000,000	3,427,974	29%
Total	**12,000,000**	**3,427,974**	**29%**



1/2 Cent Sales Tax Fund Relevant Information

The FY2023 budget is associated with the design and construction and equipping 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 on schedule to commence next fiscal year with completion anticipated in the first half of 2025.



Category	2023
Capital Outlay	3,427,974
Total	**3,427,974**

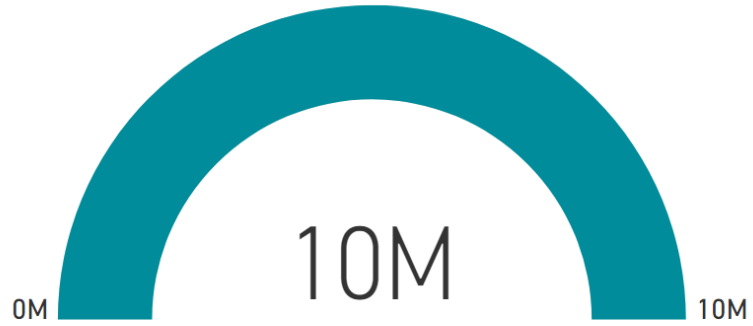
FY 2022-2023 FOURTH QUARTER: WATER OPERATING FUND

REVENUES

Select Revenue or Expense

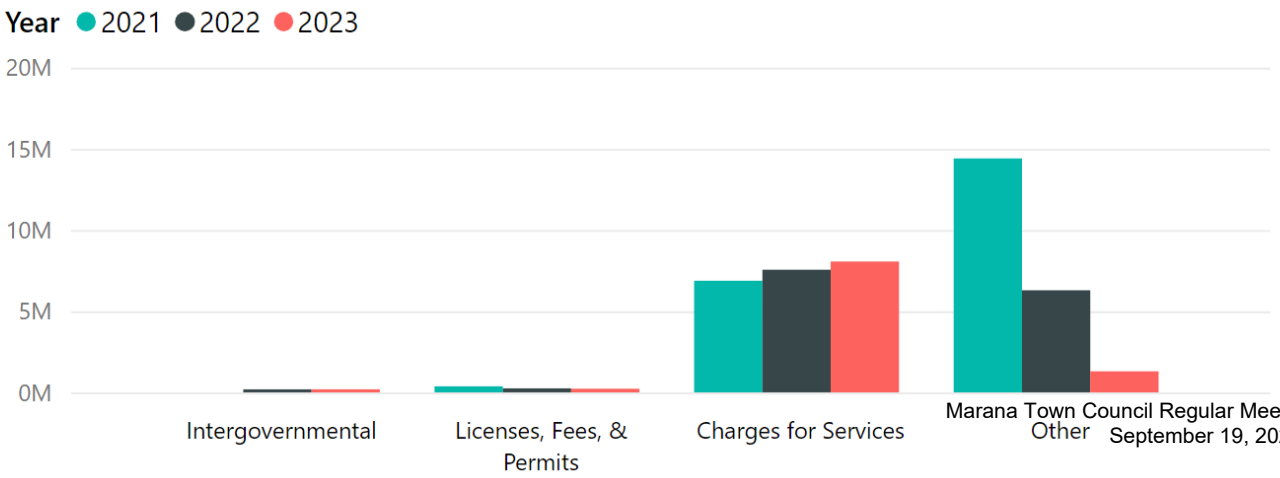
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Intergovernmental	172,000	186,409	108%
Licenses, Fees, & Permits	130,000	222,542	171%
Charges for Services	7,856,634	8,131,299	103%
Other	1,368,078	1,331,640	97%
Total	**9,526,712**	**9,871,889**	**104%**



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. Fourth quarter revenue collections are slightly above budget, but within expectations for FY2023. Other revenue is primarily comprised of planned interfund transfers used for debt service payments.



Category	2021	2022	2023
Intergovernmental	68,554	184,940	186,409
Licenses, Fees, & Permits	371,224	246,318	222,542
Charges for Services	6,926,989	7,615,282	8,131,299
Other	14,510,138	6,332,220	1,331,640
Total	**21,876,905**	**14,378,759**	**9,871,889**

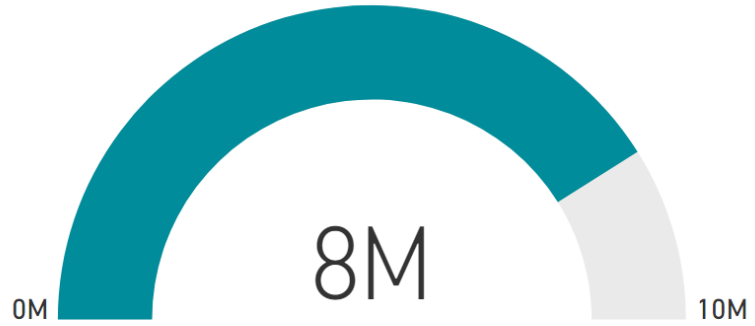
FY 2022-2023 FOURTH QUARTER: WATER OPERATING FUND

EXPENSES

Select Revenue or Expense

- EXPENSES
- REVENUES

Category	FY 2023 Budget	Actual	% Budget
Personnel & Benefits	3,202,451	2,841,316	89%
Contracted Services	2,644,281	2,318,810	88%
Operating Supplies & Equipment	2,211,855	2,292,377	104%
Capital Outlay	89,823	90,339	101%
Debt Service	1,494,030	373,785	25%
Other Financing Uses	3,027,893		
Total	**12,670,333**	**7,916,626**	**62%**



Water Fund Relevant Information

Overall, FY2023 fourth quarter expenses for the Water Operating Fund continue to be below budget levels but within expectations. Personnel & Benefits are below expectations due to turnover in a number of positions. Operating Supplies & Equipments is slighly above budget due to higher than anticipated utility and fuel costs. Debt Service is related to WIFA loan payments made in the first and third quarters 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 pass-through payments.



Category	2021	2022	2023
Personnel & Benefits	2,273,762	2,307,557	2,841,316
Contracted Services	1,625,151	2,142,332	2,318,810
Operating Supplies & Equipm...	1,646,211	1,973,884	2,292,377
Capital Outlay	0	202,916	90,339
Debt Service	294,074	394,784	373,785
Total	**5,839,198**	**7,021,473**	**7,916,626**

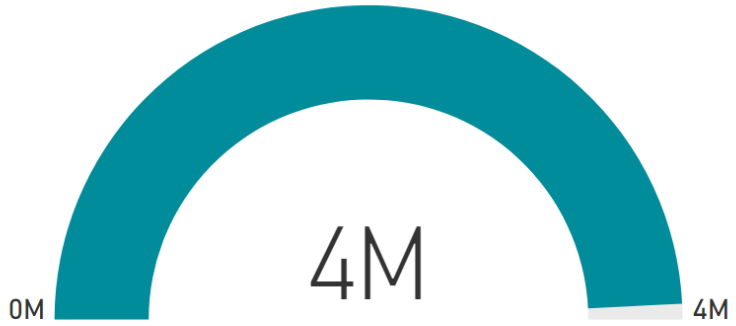
FY 2022-2023 FOURTH QUARTER: WATER RECLAMATION OPERATING FUND

REVENUES

Select Revenue or Expense

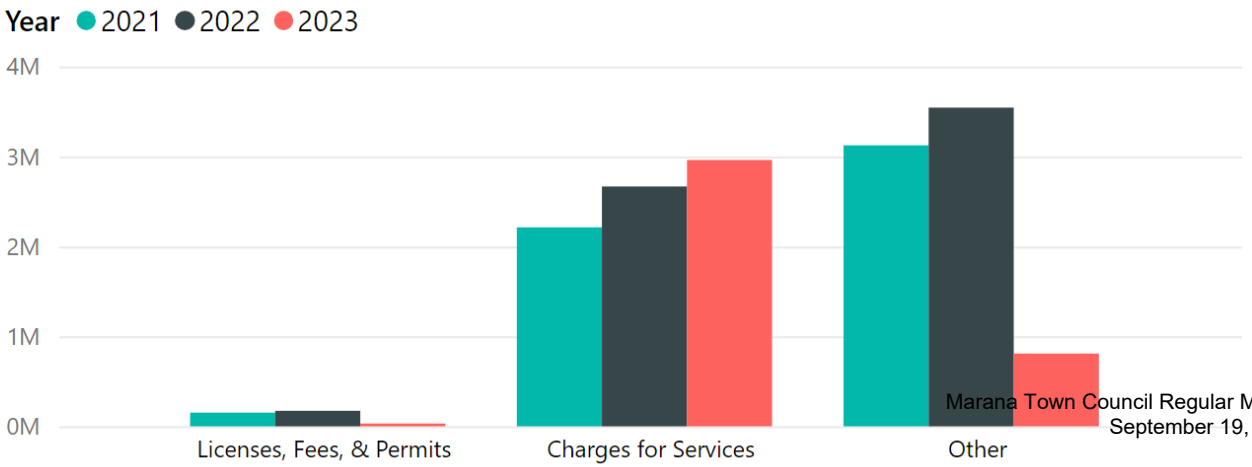
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Licenses, Fees, & Permits	130,000	30,995	24%
Charges for Services	2,923,375	2,961,592	101%
Other	809,570	809,076	100%
Total	**3,862,945**	**3,801,662**	**98%**



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 third quarter revenue collections are within expectations with the exception of inspection fee revenues which are now anticipated to be lower than originally forecasted, due to 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	152,263	172,386	30,995
Charges for Services	2,212,272	2,666,732	2,961,592
Other	809,069	1,053,769	809,076
Total	**3,173,604**	**3,892,887**	**3,801,662**

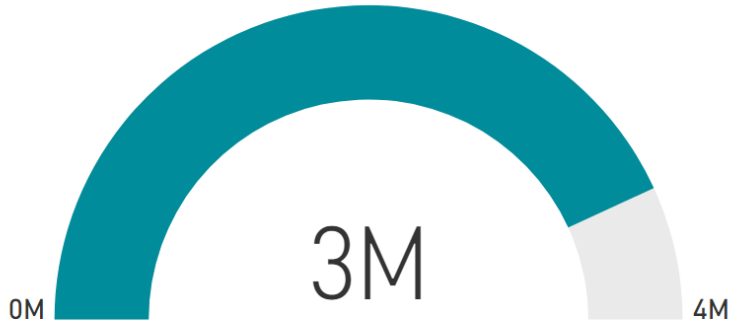
FY 2022-2023 FOURTH QUARTER: WATER RECLAMATION OPERATING FUND

EXPENSES

Select Revenue or Expense

- ■ EXPENSES
- □ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Personnel & Benefits	761,501	644,758	85%
Contracted Services	1,447,983	968,193	67%
Operating Supplies & Equipment	381,511	396,125	104%
Capital Outlay	73,400	229,991	313%
Debt Service	866,998	807,910	93%
Other Financing Uses	2,087,970	50,000	2%
Total	**5,619,363**	**3,096,978**	**55%**



Water Reclamation Fund Relevant Information

Overall, fourth quarter expenses for the Water Reclamation Operating Fund are within expectations at this time of year and similar to prior year levels. Capital outlay reflects equipment purchases related to repairs at Saguaro Springs, moved to this category from Contracted Services in compliance of accounting regulations. 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. Such transfers occur as money is expended on the projects.



Category	2021	2022	2023
Personnel & Benefits	577,130	596,579	644,758
Contracted Services	599,826	1,023,782	968,193
Operating Supplies & Equipm...	545,633	367,059	396,125
Capital Outlay			229,991
Debt Service	801,382	808,838	807,910
Other Financing Uses	4,663,759	307,762	50,000
Total	**7,187,730**	**3,104,020**	**3,096,978**

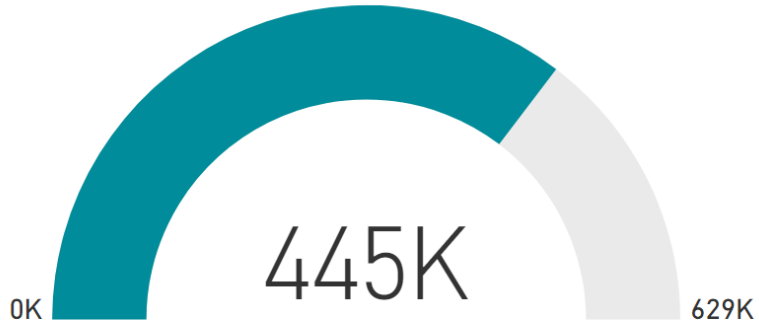
FY 2022-2023 FOURTH QUARTER: AIRPORT OPERATING FUND

REVENUES

Select Revenue or Expense

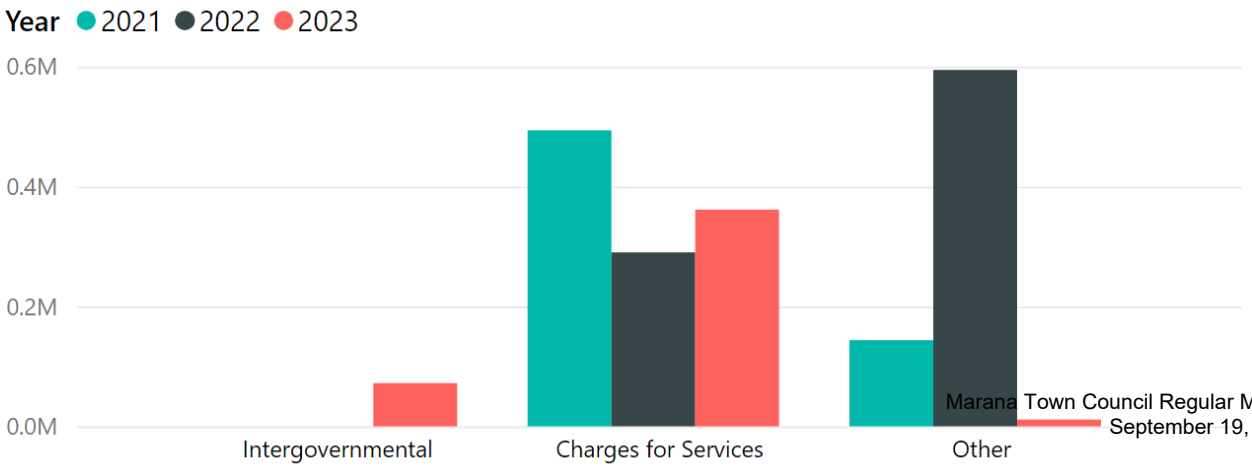
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Intergovernmental	0	72,000	0%
Licenses, Fees, & Permits	0	150	0%
Charges for Services	347,672	361,400	104%
Other	281,751	11,296	4%
Total	**629,423**	**444,846**	**71%**



Airport Fund Relevant Information

Overall, preliminary fourth quarter revenue collections for the Airport Fund are in line with expectations. Intergovernmental revenues reflect one-time grants to cover operational costs. 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
Intergovernmental			72,000
Licenses, Fees, & Permits			150
Charges for Services	493,711	290,100	361,400
Other	143,676	594,415	11,296
Total	**637,387**	**884,515**	**444,846**

FY 2022-2023 FOURTH QUARTER: AIRPORT OPERATING FUND

EXPENSES

Select Revenue or Expense

- ■ EXPENSES
- □ REVENUES

Category	FY 2023 Budget	Actual	% Budget
Personnel & Benefits	303,228	297,689	98%
Contracted Services	243,215	162,240	67%
Operating Supplies & Equipment	63,400	55,301	87%
Capital Outlay	19,580	17,790	91%
Total	**629,423**	**533,019**	**85%**



Airport Fund Relevant Information

Overall, expenses for the Airport Fund are in line with expectations through the fourth quarter of FY2023. Contracted Services expenses are below expectations as some expenses related to upgrading security at the airport was carried forward to FY2024. Costs related to CIP projects are captured in other funds.

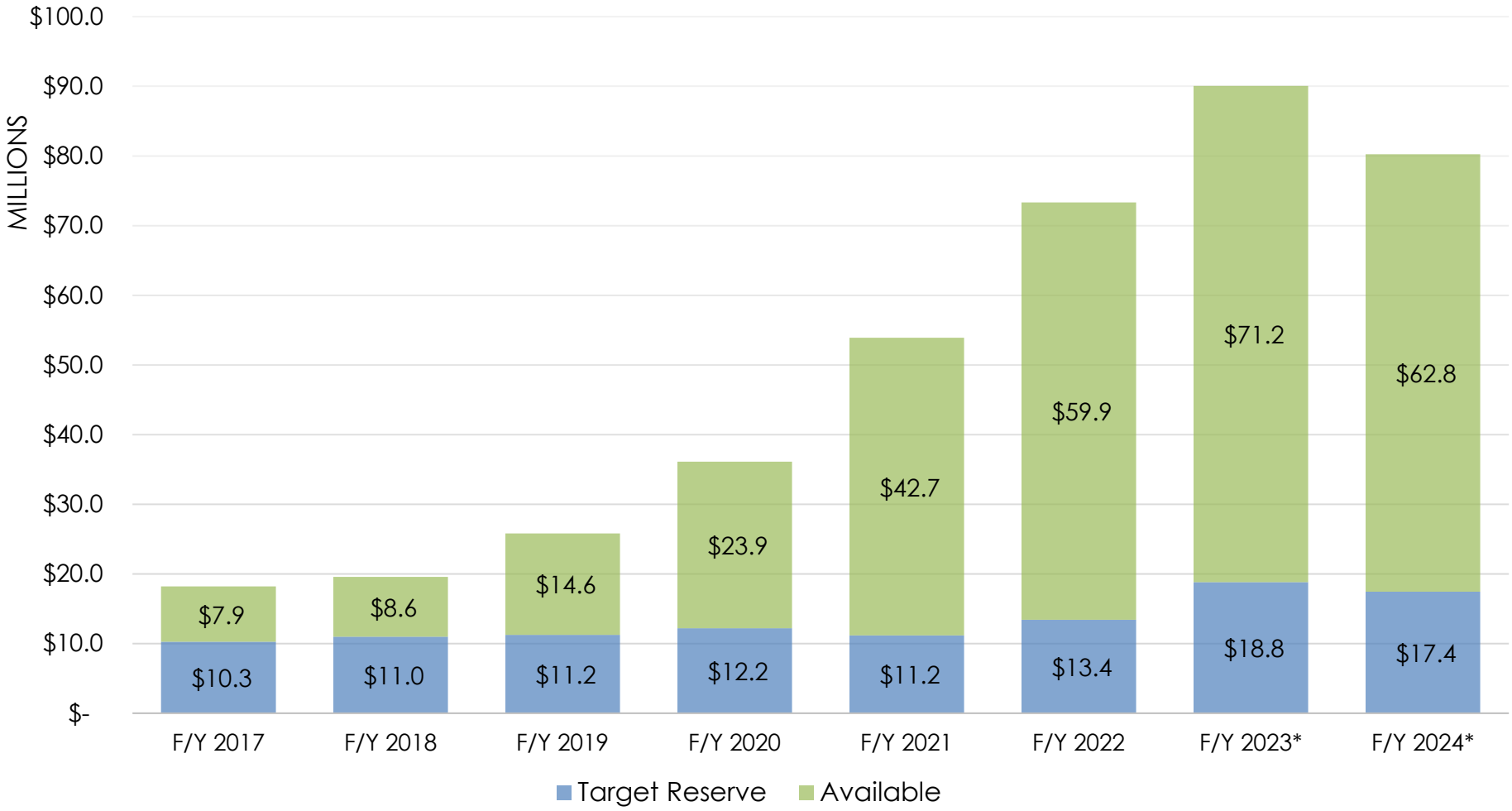


Category	2021	2022	2023
Personnel & Benefits	288,630	242,054	297,689
Contracted Services	28,357	161,645	162,240
Operating Supplies & Equipm...	44,195	56,486	55,301
Capital Outlay	0	0	17,790
Total	**361,182**	**460,186**	**533,019**

GENERAL FUND AVAILABLE BALANCES

PRELIMINARY YEAR END RESULTS FY23

GENERAL FUND RESERVES



Note: Balances presented exclude other assigned balances.
**Estimated ending balances based on projections*

Council-Regular Meeting **C1**

Meeting Date: 09/19/2023

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Wayne Barnett, Deputy Director Parks & Recreation

Date: September 19, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2023.028: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule to clarify descriptions of the park rental bundle and special event permit fees; and designating an effective date (Jim Conroy)

Discussion:

On May 18, 2021, the Town Council, via Ordinance No. 2021.008, adopted an amended Comprehensive Fee Schedule (Schedule) and standardized fees across all departments. At the time of that ordinance's adoption, it was determined that an annual review of the Schedule should occur to ensure that the Town was continuing to cover its costs, where appropriate, and that it was charging fair and equitable fees to its customers. Annual changes to the Schedule were adopted by Town Council pursuant to Ordinance No. 2023.017 and Resolution No. 2023-044 at the May 16, 2023 council meeting.

Since the adoption of annual changes to the Schedule, Parks & Recreation staff determined that clarifying language should be added to the notes for Park Rental Bundle and Special Event Permit fees. For the Park Rental Bundle fee, the requested edit to the notes clarifies that the Park Rental Bundle is only for designated rentable park spaces. For the Special Event Permit fees, the requested edit to the notes removes a category that no longer exists, park exclusive use, and replaces it with the applicable category, Park Rental Bundle.

Because these changes are only to the notes and do not create any new or increased

fees, notice of possible changes to the fee schedule pursuant to A.R.S. Section 9-499.15 is not required.

If approved, the Schedule, including specific amendments, will be effective on November 1, 2023.

Staff Recommendation:

Staff recommends approval of this item.

Suggested Motion:

I move to adopt Ordinance No. 2023.028 amending the Town of Marana Comprehensive Fee Schedule to clarify descriptions of the park rental bundle and special event permit fees; and designating an effective date.

Attachments

Ordinance No. 2023.028

MARANA ORDINANCE NO. 2023.028

RELATING TO FINANCE; AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE TO CLARIFY DESCRIPTIONS OF THE PARK RENTAL BUNDLE AND SPECIAL EVENT PERMIT FEES; AND DESIGNATING AN EFFECTIVE DATE

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

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

WHEREAS from time to time the Town Council has adopted amendments to the comprehensive fee schedule, most recently on August 1, 2023, via Ordinance No. 2023.022; and

WHEREAS amending the comprehensive fee schedule as set forth in this ordinance is in the best interests of the Town of Marana.

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

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

Fee/Description	Amount	Unit of Measure	Notes
COMMUNITY SERVICES: PARKS, RECREATION & SPECIAL EVENTS			
Park Rental Bundle	500.00	Per park/Per date	Reservation of ~~all~~ designated rentable park spaces, utilities, Event Application Fee, Beer & Wine Permit. (Additional fees for liquor license may apply for public events). Event Aapplication can be submitted up to 6 months in advance.

Special Event Permit – Minor less than 1000 attending	50.00	Per application	Does not apply to events where ~~park exclusive use~~Park Rental Bundle fee is paid. Includes safety inspection, right of-way and traffic control review if applicable to the event.
Special Event Permit – Major 1000 or more attending	1000.00	Per application	Does not apply to events where ~~park exclusive use~~Park Rental Bundle fee is paid. Includes safety inspection, right of-way and traffic control review if applicable to the event.

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 become effective on November 1, 2023.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 19th day of September, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 09/19/2023

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: September 19, 2023

Strategic Plan Focus Area:
Not Applicable

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

Subject: Resolution No. 2023-086: Relating to Budget; approving the transfer of up to $500,000 in budgeted expense authority from the West Apron Rehab Project (AP033) to increase the project budget for the Airport Weather Observation Station Upgrade Project (AP042) in the fiscal year 2023-2024 budget (Fausto Burruel)

Discussion:
Marana Town Code Section 3-4-7(B)(2) provides that Town Council approval is necessary where the purchase exceeds $100,000 and funds for the purchase are not provided in the budget as adopted.

The budget for fiscal year 2023-2024 was adopted on June 22, 2023. The Airport Weather Observation Station (AWOS) Upgrade Project (AP042) (AWOS Upgrade Project) was included within the Town of Marana's FY2024 Capital Improvement Plan but only for $61,105. The necessary budgeted expense authority for construction of the AWOS Upgrade Project was not included in the FY2024 CIP Budget.

The AWOS Upgrade Project is a project that is primarily funded by the FAA, but also has some additional funding from the State of Arizona and the Town of Marana. After budget approval, the Town was advised that the FAA and the State will be providing a grant to construct the AWOS Upgrade Project in fiscal year 2024. In order to fund construction for the AWOS Upgrade Project, staff is requesting the Town Council's approval to increase the budgeted expense authority of the AWOS Upgrade Project by up to $500,000, for a total project budget of $561,105 in the fiscal year 2024 budget.

Due to constraints initiated by the FAA, the West Apron Rehab Project (AP033) will not be able to be constructed in this fiscal year 2024. Staff is requesting to transfer up to $500,000 of budgeted expense authority from the West Apron Rehab Project (AP033) to the construction of the AWOS Upgrade Project.

Financial Impact:

Fiscal Year:	2024
Budgeted Y/N:	Yes
Amount:	$61,105

The project budget, including the additional funding of up to $500,000 will be funded with FAA (91%), State (4.5%) and Town match (4.5%) funds to be expended from the Airport Capital funds (Fund # 5025). The overall budget capacity within the fund will not change as there is adequate capacity in the West Apron Rehab Project (AP033) to transfer to the Airport AWOS Upgrade project (AP042).

Staff Recommendation:

Staff recommends the approval to transfer up to $500,000.00 in budgeted expense authority from the West Apron Rehab Project (AP033) to the Airport Weather Observation Station Upgrade Project (AP042) in the fiscal year 2023-2024 budget.

Suggested Motion:

I move to adopt Resolution No. 2023-086, approving the transfer of up to $500,000.00 in budgeted expense authority from the West Apron Rehab Project (AP033) to the Airport Weather Observation Station Project (AP042) in the fiscal year 2023-2024 budget.

Attachments

Resolution No. 2023-086

MARANA RESOLUTION NO. 2023-086

RELATING TO BUDGET; APPROVING THE TRANSFER OF UP TO $500,000 IN BUDGETED EXPENSE AUTHORITY FROM THE WEST APRON REHAB PROJECT (AP033) TO INCREASE THE PROJECT BUDGET FOR THE AIRPORT WEATHER OBSERVATION STATION UPGRADE PROJECT (AP042) IN THE FISCAL YEAR 2023-2024 BUDGET

WHEREAS on June 22, 2023, the Town Council adopted the fiscal year 2023-2024 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS the budget included the Airport Weather Observation Station (AWOS) Upgrade Project (AWOS Upgrade Project) with funding set at $61,105; and

WHEREAS the AWOS Upgrade Project is primarily funded by the Federal Aviation Administration (FAA), but both the State of Arizona and the Town of Marana provide additional funding; and

WHEREAS after the fiscal year 2023-2024 budget was approved, the Town was advised that the FAA and the State will be providing a grant to construct the AWOS Upgrade Project in fiscal year 2024; and

WHEREAS up to an additional $500,000 in budgeted expense authority is required to fund construction of the AWOS Upgrade Project; and

WHEREAS due to constraints initiated by the FAA, the West Apron Rehab Project will not be constructed in fiscal year 2024; and

WHEREAS transferring up to $500,000 in budgeted expense authority from the West Apron Rehab Project to the AWOS Upgrade Project within the fiscal year 2023-2024 budget will not significantly impact the General Fund; and

WHEREAS the Council finds that the reallocations addressed by this resolution are in the best interests of the Town of Marana and its citizens.

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

SECTION 1. The transfer of up to $500,000 in budgeted expense authority from the West Apron Rehab Project to the AWOS Upgrade Project within the fiscal year 2023-2024 budget is hereby approved.

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 19th day of September, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 09/19/2023

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: September 19, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-087: Relating to Community and Neighborhood Services; designating the Community and Neighborhood Services Director and the Environmental Project Manager as the Certifying Officers for environmental review purposes in accordance with United States Department of Housing and Urban Development Regulations (Lisa Shafer)

Discussion:

As a recipient of Federal funding from the U.S. Department of Housing and Urban Development (HUD), the Town of Marana is the "Responsible Entity" (RE) under 24 Code of Federal Regulations (CFR) Part 58, which must ensure completion of the Federally required environmental review process. The RE is responsible for ensuring compliance with the National Environmental Protection Act (NEPA) and relevant Federal laws, and for ensuring the Environmental Review Record (ERR) is complete, which includes issuing the required public notifications and submitting required documentation.

In order to fulfill its obligations under 24 CFR Part 58, the governing body of the RE must designate one or more Certifying Officers and should periodically review their appointments. Due to the Town previously being a subrecipient of the County's CDBG program, the Town has not been required to have a designated Certifying Officer previously. Now that we are receiving our grant funding directly from HUD, the Town needs to formally designate a Certifying Officer. Staff is requesting that Council designate the Community and Neighborhood Services Director and the Environmental Project Manager as the Town's Certifying Officers as it relates to environmental reviews for CDBG programs.

NEPA Regulations (24 CFR Part 58) state the following regarding the Certifying Officer: "The responsible entity must designate a Certifying Officer-- the "responsible Federal official" -- to ensure compliance with the National Environmental Policy Act (NEPA) and the Federal laws and authorities cited at section 58.5 has been achieved." This person is the chief elected official, chief executive official, or other official designated by adopted resolution of the Marana Town Council. The Certifying Officer must have the authority to assume legal responsibility for certifying that all environmental requirements have been followed. This function may not be assumed by administering agencies, or consultants, although consultants may be hired to prepare the environmental review, it must be reviewed and approved by the Certifying Officer.

The Certifying Officer must also consent to the jurisdiction of Federal courts and ensure that the RE reviews and comments on all Environmental Impact Statements prepared for Federal projects that may have an impact on the recipient's program.

Staff Recommendation:

Staff recommends approval of the resolution designating the Community and Neighborhood Services Director and the Environmental Project Manager as the Certifying Officers for environmental review purposes in accordance with United States Department of Housing and Urban Development Regulations.

Suggested Motion:

I move to adopt Resolution 2023-087; designating the Community and Neighborhood Services Director and the Environmental Project Manager as the Certifying Officers for environmental review purposes in accordance with United States Department of Housing and Urban Development Regulations.

Attachments

Resolution No. 2023-087

MARANA RESOLUTION NO. 2023-087

RELATING TO COMMUNITY AND NEIGHBORHOOD SERVICES; DESIGNATING THE COMMUNITY AND NEIGHBORHOOD SERVICES DIRECTOR AND THE ENVIRONMENTAL PROJECT MANAGER AS THE CERTIFYING OFFICERS FOR ENVIRONMENTAL REVIEW PURPOSES IN ACCORDANCE WITH UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS

WHEREAS in September 2022, the Town of Marana received notice from the United States Department of Housing and Urban Development (HUD) that the Town now qualifies as a Metropolitan City and is eligible to receive Community Development Block Grant (CDBG) funds directly from HUD; and

WHEREAS on May 2, 2023, the Town Council adopted Resolution No. 2023-039 approving and adopting the Town of Marana CDBG Five-Year Consolidated Plan including the 2023 Action Plan, which HUD subsequently approved, and the first program year began on July 1, 2023; and

WHEREAS HUD-funded projects require environmental review in compliance with the National Environmental Protection Act (NEPA), where applicable, and must comply with other federal laws and HUD requirements; and

WHEREAS in order to fulfill its obligations under 24 Code of Federal Regulations (CFR) Part 58, the Town as a "Responsible Entity" may designate "Certifying Officers" to certify compliance with the NEPA and other relevant federal laws, to issue any required public notifications, to submit the request for release of funds and certification, when required, and to ensure the Environmental Review Record (ERR) is complete; and

WHEREAS the Town Council finds that designating the Community and Neighborhood Services Director and the Environmental Project Manager as the "Certifying Officers" as set forth in this resolution is in the best interests of the Town and its residents.

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

SECTION 1. The Town of Marana hereby designates the Community and Neighborhood Services Director and the Environmental Project Manager as the "Certifying Officers" for environmental review and other related responsibilities on applicable HUD-funded projects.

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 19th day of September, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C4**

Meeting Date: 09/19/2023

To: Mayor and Council

Submitted For: Andrea De La Cruz, Assistant to the Town Manager

From: Andrea De La Cruz, Assistant to the Town Manager

Date: September 19, 2023

Strategic Plan Focus Area:
Vibrant Community

Subject: Resolution No. 2023-088: Relating to Community Events; approving and authorizing the Mayor to execute a funding and in-kind support agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. regarding the planning, development, and presentation of the North Marana Community Celebration Event (Andrea De La Cruz)

Discussion:

The Marana Chamber of Commerce is planning the North Marana Community Celebration Event for Wednesday, September 27, 2023 from 5:00 p.m. to 8:00 p.m. The purpose of the North Marana Celebration Event is to bring the community together and celebrate the attraction of a grocery store in an underserved area of the community that for years has lacked convenient access to a grocery store. The Event will be located at Compass Point Park (located at the corner of Lon Adams and Tangerine Farms Road) and will include custom prizes, entertainment, games, and other related activities.

Under the terms of the agreement, the Town will provide $5,000 in cash funding to the Chamber to support the Event. The Town will also provide in-kind support and assistance at no cost to the Chamber, including parking access at Gladden Farms Community Park and Heritage River Park Splash Pad on the day of Event, cross-promoting the Event through the Town's media/communication outlets, and assistance in staffing Event games and activities with Town personnel. In exchange, the Chamber will provide sufficient staffing to present and run the Event and will also provide the Town with the following: Stage mentions at each demonstration at the

Event and the opportunity for Town staff/elected officials to speak on stage.

If approved, this Resolution will authorize the Mayor to sign the agreement on behalf of the Town.

Financial Impact:

Fiscal Year:	2024
Budgeted Y/N:	Y
	$5,000

Cash funding will be provided from the Mayor and Council community relations budget.

Staff Recommendation:

Staff recommends approval of Resolution No. 2023-088.

Suggested Motion:

I move to adopt Resolution No. 2023-088, approving and authorizing the Mayor to execute a funding and in-kind support agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. regarding the planning, development, and presentation of the North Marana Community Celebration Event.

Attachments

Resolution No. 2023-088

Exhibit A to Resolution No. 2023-088

MARANA RESOLUTION NO. 2023-088

RELATING TO COMMUNITY EVENTS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AND IN-KIND SUPPORT AGREEMENT BETWEEN THE TOWN OF MARANA AND THE MARANA CHAMBER OF COMMERCE, INC. REGARDING THE PLANNING, DEVELOPMENT, AND PRESENTATION OF THE NORTH MARANA COMMUNITY CELEBRATION EVENT

WHEREAS the Town of Marana is dedicated to supporting exceptional community events that create opportunities for citizen engagement as directed by the Vibrant Community focus area of the Town's Strategic Plan; and

WHEREAS the Marana Chamber of Commerce, Inc. ("Chamber") is a nonprofit corporation serving the business and professional community as the voice of Marana commerce and providing numerous programs and services to improve the economic environment for its members and the community as a whole; and

WHEREAS the Town and Chamber desire to enter into a funding and in-kind support agreement regarding the North Marana Community Celebration Event on September 27, 2023; and

WHEREAS the purpose of the North Marana Celebration Event is to bring the Marana community together and celebrate the attraction of a grocery store in an underserved area of the community that for years has lacked convenient access to a grocery store; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Agreement between the Town of Marana and Marana Chamber of Commerce for the 2023 North Marana Celebration Event, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of September, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

AGREEMENT BETWEEN THE TOWN OF MARANA AND MARANA CHAMBER OF COMMERCE FOR THE 2023 NORTH MARANA CELEBRATION EVENT

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

RECITALS

A. The Town of Marana is dedicated to providing exceptional community events that create opportunities for citizen engagement as directed by the Vibrant Community focus area of the Town's Strategic Plan.

B. CHAMBER is a nonprofit corporation serving the business and professional community as the voice of commerce, providing numerous programs and services to improve the economic environment for its members and the community as a whole.

C. The Town and CHAMBER, desire to enter into an agreement regarding the presentation of the North Marana Celebration Event on September 27, 2023. The purpose of the North Marana Celebration Event is to bring the community together and celebrate the attraction of a grocery store in an underserved area of the community that for years has lacked convenient access to a grocery store.

D. The Town finds that the benefits to the Town resulting from CHAMBER's production and presentation of the North Marana Celebration Event have a value at least equal to the fair market value of the in-kind support and assistance to be provided to CHAMBER by the Town pursuant to this Agreement.

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

AGREEMENT

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

1. *Funding.* Town hereby commits $5,000 of funding to CHAMBER to assist in funding the North Marana Celebration Event.

2. *Services by CHAMBER.* CHAMBER, shall plan, develop, and present the North Marana Celebration Event (the "Event") at Compass Point Park (located at the corner of Lon Adams and Tangerine Farms Rd) as set forth in this paragraph 2. The Event will be held on September 27, 2023 from 5:00 p.m. to 8:00 p.m. The Event will include custom prizes, entertainment, games and other related activities.

a. CHAMBER shall provide sufficient staffing to present and run the Event.

b. CHAMBER shall also provide the Town with the following:

i. Stage mentions at each demonstration at the Event, and opportunity for a Town staff member/elected officials to speak on stage.

3. *Support and assistance to be provided by the Town.* The Town shall provide in-kind support and assistance, at no cost to CHAMBER, as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. In addition to the support and assistance listed in Exhibit A, the Town shall also:

a. Cross-promote the Event through the Town's media/communication outlets.

b. Assist CHAMBER in coordinating a traffic and safety plan for the Event (if necessary).

c. Allow Event parking access at Gladden Farms Community Park and Heritage River Park Splash Pad on day of Event.

d. Assist in staffing Event games and activities with personnel.

4. *Expenses.* Except as provided in paragraph 2 above, CHAMBER shall be responsible for all of its operating expenses associated with the Event.

5. *Effective date and duration.* This agreement shall be effective as of the signature date of the last Party to sign this Agreement, and shall remain in effect until September 27, 2023. Notwithstanding the foregoing, the indemnification provisions set forth in paragraph 8 below shall survive termination of this Agreement.

6. *Relationship of the parties.* In the performance of the services contemplated by this Agreement, CHAMBER shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and CHAMBER.

7. *Use of Town logo.* The Town grants CHAMBER a limited license to use, at no cost, the Town's logo in CHAMBER's performance of the services described in this Agreement. CHAMBER shall not use the Town's logo for any other purpose or use. CHAMBER shall not modify, revise or alter the Town's logo in any way.

8. *Insurance*. During the term of this Agreement, CHAMBER shall maintain insurance from carriers acceptable to the Town with the following required minimum coverages and limits, and the Town shall be named as an additional insured on the commercial

general liability for the purposes of CHAMBER's activities in relation to the Event pursuant to this Agreement:

Worker's Compensation:	Statutory
Employer's Liability:	U.S. $100,000
Commercial General Liability:	U.S. $1,000,000 per occurrence
	U.S. $2,000,000 aggregate
Business Auto Liability:	U.S. $1,000,000 combined single limit

a. CHAMBER shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph 8 to the Town upon execution of this Agreement and prior to commencing any activities pursuant to this Agreement. CHAMBER shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to the Town's Legal Department.

b. As an additional insured on CHAMBER's commercial general liability and liquor liability policies, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of CHAMBER. CHAMBER shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by subparagraph (a) above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement.

c. All policies required pursuant to this paragraph 8 shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for any claims arising out of CHAMBER's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this Article.

d. The certificate(s) shall also stipulate that the insurance afforded CHAMBER shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by CHAMBER. Coverage provided by CHAMBER shall be primary insurance with respect to all other available sources.

e. The insurance requirements specified in this paragraph 8 may not be changed or modified except by written agreement signed by both Parties.

f. During the term of this Agreement CHAMBER shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph 8. CHAMBER shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this paragraph 8. Cancellation or reduction of any coverage required by this paragraph 8 is grounds for termination of this Agreement by the Town.

9. *Indemnification.* CHAMBER agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from CHAMBER's errors, omissions, or negligent acts in the performance of services pursuant to this Agreement, or the errors, omissions or negligent acts of any party CHAMBER contracts with in the performance of services pursuant to this Agreement, anyone directly or indirectly employed by CHAMBER, or anyone for whose acts CHAMBER may be liable.

10. *Regulatory compliance and approvals.* Each Party shall at its own expense comply with all applicable federal, state and local laws, rules, and regulations in connection with its obligations under this Agreement. As part of this obligation, CHAMBER shall obtain any and all permits required by the Town, the Northwest Fire District, or any other appropriate regulatory agency for its activities under this Agreement. In consideration of the services to be performed by CHAMBER under the terms of this Agreement, to the extent legally permissible, the Town agrees to waive all Town of Marana review and permit fees that CHAMBER would normally be required to pay for CHAMBER's activities pursuant to this Agreement.

11. *Notices.* All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the Town, to:
TOWN OF MARANA
Attn: Assistant to the Town Manager
11555 W. Civic Center Drive
Marana, AZ 85653

If to CHAMBER, to:
MARANA CHAMBER OF COMMERCE, INC.
Attn: President/CEO
13251 N. Lon Adams Rd.
Marana, Arizona 85653

12. *Entire agreement.* This Agreement constitutes the entire agreement and understanding of the Parties pertaining to the subject matter of the Agreement and supersedes all offers, negotiations, and other agreements of any kind. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

13. *Authority to execute agreement*. The individuals executing this Agreement hereby represent that they have full right, power, and authority to execute this Agreement on behalf of their respective Parties.

14. *Force majeure.* Notwithstanding any other term, condition or provision of this Agreement to the contrary, if any Party to this Agreement is precluded from satisfying or fulfilling any duty or obligation imposed upon it due to labor strikes, material shortages,

war, civil disturbances, weather conditions, natural disasters, acts of God, or other events beyond the control of such Party, the time period provided herein for the performance by such Party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events.

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

16. *No Forced Labor*. Pursuant to and in compliance with A.R.S. § 35-394, CHAMBER hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that CHAMBER will 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; or (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 CHAMBER becomes aware during the term of the Agreement that it is not in compliance with this written certification, CHAMBER shall notify the Town of Marana within five business days after becoming aware of the noncompliance. If CHAMBER does not provide the Town with a written certification that CHAMBER has remedied the noncompliance within 180 days after notifying the Town of the noncompliance, this Agreement terminates, except that if the Agreement termination date occurs before the end of the remedy period the Agreement terminates on the Agreement termination date. CHAMBER also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

17. *Conflict of interest.* This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

18. *Israel boycott divestments*. If applicable or required, CHAMBER certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel as defined by A.R.S. § 35-393.

19. *Attorneys' fees.* The prevailing Party in a civil action to enforce this Agreement shall be entitled to recover from the other Party, in addition to any relief to which such prevailing Party may be entitled, all costs, expenses and reasonable attorneys' fees incurred in connection with that civil action.

20. *Governing law.* This Agreement shall be construed in accordance with the laws of the State of Arizona.

21. *Termination.* Either Party may terminate its participation in this Agreement for any reason upon at least 15 days' prior written notice to the other Party.

22. *Miscellaneous.*

a. This Agreement may not be modified except in a writing signed by both of the Parties.

b. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement.

c. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this instrument below.

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

_____

Ed Honea, Mayor

Date:_____

ATTEST:

_____

David L. Udall, Town Clerk Date

APPROVED AS TO FORM:

_____

Jane Fairall, Town Attorney Date

"CHAMBER":

MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) nonprofit corporation

_____

Amanda Wiggins, President/CEO

Date_____

Federal I.D. # _____

EXHIBITS

Exhibit A: Spreadsheet listing Town In-Kind Support and Assistance

EXHIBIT A to
Agreement between the Town of Marana and Marana Chamber of Commerce for the North Marana Celebration

Town of Marana In-Kind Support to Marana Chamber North Marana Celebration Event		
In-Kind Contribution Type	**Unit**	**Unit Quantity**
Traffic Control Assistance (if necessary)	Plan and Set Up	-
Cross Promotion on Town Platforms	hour	2
Parks and Recreation Staff Support (4 Recreation Aides)	hour	16

Council-Regular Meeting **C5**

Meeting Date: 09/19/2023

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Scott Radden, Senior Planner

Date: September 19, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-089: Relating to Development; approving the final plat for Saguaro Bloom Blocks 5 & 6, Lots 1-146, and Common Area "A" (Parks, Drainage and Utilities) generally located south of W Lambert Lane, between Saguaro Peaks Boulevard and N Quarry Road (Scott S. Radden)

Discussion:

Request
Bowman, on behalf of the owner D.R. Horton, is requesting the approval of a final plat consisting of 146 lots in two blocks on approximately 29.9 acres, located within the Saguaro Bloom Specific Plan area.

Location
The residential subdivision is generally located south of W Lambert Lane, between Saguaro Peaks Boulevard and N Quarry Road in a portion of Section 18, Township 12 S, Range 12 E.

Zoning
The zoning for the proposed plat area, Saguaro Bloom Specific Plan (Ordinance No. 2018.11), was approved by the Mayor and Town Council on January 16, 2018, and has the land use designation of High Density Residential (HDR) that allows for a variety of attached and detached site built residential products. All development within the subdivision will be subject to development plan approval and compliance with the Town's residential design standards.

Land Use
On April 6, 2004, the Mayor and Town Council adopted Resolution No. 2004-15, approving the final plat for Saguaro Springs, Blocks 1 through 10 & A thru D and Lots 1 thru 9 & A and B. The proposed final plat subdivides 29.9 acres of land that includes a portion of Block 5 and all of Block 6 of the Final Plat for Saguaro Springs. The minimum lot size allowed for the HDR land use is 4,000 square feet. The proposed final plat minimum provided lot size of 5,073 square feet, a maximum provided lot size of 12,548 square feet and an average provided lot size of 5,898 square feet. The gross density is 4.90 residential units per acre for the 146 lots provided.

Access
Direct access to the subdivision will be provided from Saguaro Peaks Boulevard, which is a 110' public right-of-way. Two local streets, per each block, off Saguaro Peaks Boulevard will provide access into the subdivision.

Utilities
All parcels in the Saguaro Bloom Specific Plan area are served by Marana Water (water and sewer service), Southwest Gas and Tucson Electric Power.

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

Suggested Motion:
I move to adopt Resolution No. 2023-089, approving the final plat for Saguaro Bloom Blocks 5 & 6, Lots 1-146, and Common Area "A" (Parks, Drainage and Utilities).

Attachments

Resolution No. 2023-089
SAGUARO BLOOM BLOCKS 5 6 Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2023-089

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT FOR SAGUARO BLOOM BLOCKS 5 & 6, LOTS 1-146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES) GENERALLY LOCATED SOUTH OF W LAMBERT LANE, BETWEEN SAGUARO PEAKS BOULEVARD AND N QUARRY ROAD

WHEREAS, on November 15, 2005, the Marana Town Council adopted Ordinance No. 2005.14, approving the Saguaro Springs Specific Plan; and,

WHEREAS, on January 16, 2018, the Marana Town Council adopted Ordinance No. 2018.001, amending the Saguaro Springs Specific Plan by removing the age restriction requirement in Blocks 1A and 1B, replacing the community center in Block 1A with enhanced recreational facilities and a name change of the Specific Plan to Saguaro Bloom; and

WHEREAS, on April 6, 2004, the Marana Town Council adopted Resolution No. 2004-015 approving the Final Plat of Saguaro Springs, Blocks 1 thru 10 & A thru D and Lots 1 thru 9 & A and B; and

WHEREAS Bowman, representing D.R. Horton, the property owner, has applied for approval of a final plat for a 146-lot, single-family residential home subdivision within Block 5 and all of Block 6 of the Final Plat of Saguaro Springs, Blocks 1 thru 10 & A thru D and Lots 1 thru 9 & A and B generally located south of W Lambert Lane, between Saguaro Peaks Boulevard and N Quarry Road; and

WHEREAS the Mayor and Town Council, at its September 19, 2023 meeting, determined that the Final Plat for Saguaro Bloom Blocks 5 & 6, Lots 1-146, and Common Area "A" (Parks, Drainage and Utilities) should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Final Plat for Saguaro Bloom Blocks 5 & 6, Lots 1-146, and Common Area "A" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of September, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

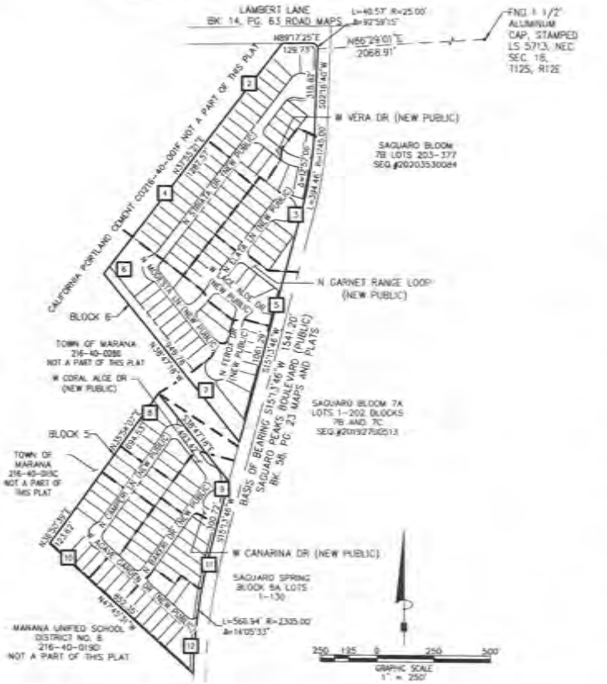
GENERAL NOTES

1. THIS PROJECT SHALL COMPLY WITH THE CONDITIONS SET FORTH IN MARANA ORDINANCE NO. 97.04, ORDINANCE NO. 2005.14, AND ORDINANCE NO. 2011.18.
2. THE GROSS AREA OF THE SUBDIVISION IS N IS 1,297,901 SQ FT / 29.
3. THE EXISTING ZONING FOR THIS PROJECT IS SP, SAGUARO BLOOM SPECIFIC PLAN: HIGH DENSITY RESIDENTIAL (HDR)
4. THE ASSESSOR'S PARCEL NUMBERS IS 21640019B AND 216400200
5. THE PROPOSED NUMBER OF RESIDENTIAL LOTS FOR THIS PROJECT IS 146.
6. GROSS DENSITY FOR 146 RESIDENTIAL LOTS IS 4.90 RAC
   BLOCK 5 IS 5.1 RAC, BLOCK 6 IS 4.8 RAC
7. MINIMUM ALLOWABLE LOT SIZE IS 4000 SQ. FT. PER SAGUARO BLOOM SPECIFIC PLAN
8. MINIMUM PROVIDED LOT SIZE, BLK6-5,073 SF-LOT #82
   AVERAGE PROVIDED LOT SIZE 5,896 SF
   MAXIMUM PROVIDED LOT SIZE BLK5- 12,090 SF-LOT #1, BLK6-12,548 SF-LOT #58
   MAXIMUM ALLOWABLE BUILDING HEIGHT IS 30' (TWO STORIES).
   NO LOTS ARE LIMITED TO ONE STORY IN HEIGHT.
9. COMMON AREA INFORMATION:
   COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
   BLOCK 5 = 50,084 SQ FT. BLOCK 6 = 131,039 SQ FT.
10. BUILDING SETBACKS PER THE LAND DEVELOPMENT CODE SECTION 17-4-5 ARE:
   FRONT - 16 FEET
   SIDE - 5 FEET, CORNER LOTS FACING A STREET IS 10 FEET
   REAR - 20 FEET
11. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
12. PARKING PROVISIONS INCLUDE 4 PARKING SPACES FOR EACH LOT (146 LOTS X 4 = 584). BLOCK 5 (57 LOTS X 4 = 228), BLOCK 6 (89 LOTS X 4 = 356). ALL REQUIRED PARKING WILL BE OFF-STREET, ON-SITE.
13. N SAGUARO HIGHLANDS AND N SAGUARO PEAKS BLVD ARE THE NEAREST PAVED ACCESS (PUBLIC) ADJACENT TO THIS PROJECT.
14. ALL WEATHER ACCESS WILL BE PROVIDED FOR ALL LOTS PRIOR TO ANY LOT RELEASE.
15. 1.0 MILES OF NEW PUBLIC STREETS ARE INCLUDED IN THIS FINAL PLAT.
   0 MILES OF NEW PRIVATE STREETS ARE INCLUDED IN THIS FINAL PLAT.
16. THIS PROJECT LIES WITHIN THE PLANNED WATER SERVICE AREA OF THE TOWN OF MARANA WATER DEPARTMENT WHICH IS DESIGNATED BY THE DEPARTMENT OF WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY.
17. THIS PROJECT LIES WITHIN THE PLANNED WASTEWATER SERVICE AREA OF THE TOWN OF MARANA REGIONAL WASTEWATER RECLAMATION DEPARTMENT.
18. THE 100-YEAR FREQUENCY FLOOD WILL BE ENTIRELY CONTAINED WITHIN THE CONSTRUCTED DRAINAGE IMPROVEMENTS OR NATURAL DRAINAGEWAYS.
19. ANY UTILITIES THAT MAY HAVE TO BE RELOCATED AS A RESULT OF THIS DEVELOPMENT WILL BE RELOCATED AT NO EXPENSE TO THE TOWN OF MARANA AND/OR PIMA COUNTY.
20. ALL PRIVATE ROADS AND DRAINAGE IMPROVEMENTS ON OR ADJACENT TO THIS DEVELOPMENT SHALL BE CONSTRUCTED TO MINIMUM PIMA ASSOCIATION OF GOVERNMENTS STANDARDS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2015 EDITION, IN ACCORDANCE WITH PLANS ACCEPTED BY THE TOWN OF MARANA.
21. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
22. THE BASIS OF BEARING FOR THIS PROJECT IS ALONG BETWEEN FOUND MONUMENTS ON SAGUARO PEAKS BOULEVARD SOUTH OF GARNET RANGE LOOP. ASSUMED FOUND BEARING OF SOUTH 15°13'46" WEST
23. BASIS OF ELEVATION FOR THIS PROJECT IS A BRASS CAP AT THE CENTER OF THE ROUNDABOUT, NORTHING=934862.60 EASTING=507294.80, SAID ELEVATION=2080.80 NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
24. THE DEVELOPER WILL COVENANT TO HOLD THE TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGE RELATED TO THE USE OF THIS DEVELOPMENT AS SHOWN HEREON, NOW AND IN THE FUTURE, BY REASON OF FLOODING, FLOWING EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOW, OR RAINFALL.
25. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
26. THE MASTER HOMEOWNER'S ASSOCIATION WILL ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY, AND LIABILITY OF COMMON AREA "A" (PARKS, DRAINAGE, AND UTILITIES)
27. THE DESIGN SPEED AND DESIGN VEHICLE FOR THE ONSITE STREETS SHOWN ON THIS PROJECT IS 25 MPH/WB-40.
28. APPROVED IMPROVEMENT PLANS WILL BE REQUIRED PRIOR TO FINAL PLAT APPROVAL.
29. APPROVAL OF THIS PLAN DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.
30. THE OWNER OR OWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR OPERATION, MAINTENANCE, AND LIABILITY FOR DRAINAGE STRUCTURES AND RETENTION/DETENTION BASINS.
31. ALL NEW UTILITIES AND ALL EXISTING UTILITIES, EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 46KV OR MORE, WITHIN OR CONTIGUOUS TO THIS SITE, SHALL BE PLACED UNDERGROUND.
32. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE, AND INDEMNIFICATION.
33. ALL WALLS SHALL BE CONSTRUCTED OF OR PAINTED WITH GRAFFITI-RESISTANT MATERIALS.
34. THE MAXIMUM ALLOWABLE LOT COVERAGE PER SAGUARO BLOOM SPECIFIC PLAN, BY BUILDINGS AND STRUCTURES SHALL NOT EXCEED SEVENTY PERCENT (70%) OF THE TOTAL LALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS. THESE MAY BE MODIFIED AND/OR SUPPLEMENTED BY THE REQUIREMENTS OF THESE PLANS.
35. INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET THE MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH AZ STATE STATUTES.

FINAL PLAT

SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1-146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)

BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA





BEING A PORTION OF SEC. 18, T 12 S, R 12 E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

LOCATION MAP

SCALE: 3" = 1 MILE

DEDICATION

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

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

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

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

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST NO. 201434-T, AND NOT IN ITS CORPORATE CAPACITY AND NOT OTHERWISE.

____________ TRUST OFFICER ____________ DATE

STATE OF ARIZONA }S.S.
COUNTY OF PIMA

ON THIS, THE ____ DAY OF ____________ 2023, BEFORE ME PERSONALLY APPEARED ____________ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICER OF TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST NUMBER 201434-T AND NOT ITS CORPORATE CAPACITY AND ACKNOWLEDGED THAT HE/SHE, AS THE TRUST OFFICIAL, BEING AUTHORIZED TO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY NAME AND OFFICIAL SEAL.

____________ NOTARY PUBLIC

RECORDING

STATE OF ARIZONA }SS FEE ____________
COUNTY OF PIMA NO. ____________

THIS PLAT WAS FILED FOR RECORD AT THE REQUEST OF D.R. HORTON, INC., ON THIS ________ DAY OF ____________ 2023 AT ____________ .M. IN BOOK ________ OF MAPS AND PLATS AT PAGE ________ THEREOF.

____
GABRIELLA CAZARES-KELLY

BY: ____________
DEPUTY

TOWN OF MARANA APPROVALS

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

BY ____________ ____________
MARANA PLANNING MANAGER DATE

BY ____________ ____________
MARANA WATER DIRECTOR DATE

MARANA WASTEWATER APPROVAL

BY ____________ P.E. ____________
MARANA ENGINEERING DEPARTMENT DATE

ASSURED WATER SUPPLY

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

BY ____________ ____________
MARANA WATER DIRECTOR DATE

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM TITLE SECURITY AGENCY, TRUST NO. 201434-T, AS RECORDED IN SEQUENCE NUMBER ____________ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY ____________ ____________
TOWN OF MARANA DATE

SHEET INDEX

SHEET	1	COVER
SHEETS	2-11	PLAN SHEETS
SHEET	12	PLAN SHEET AND CURVE TABLES

LEGEND

	SUBDIVISION BOUNDARY
	LOT LINE
	EASEMENT LINE - AS DESCRIBED ON PLAT
	MATCH LINE
	PROPOSED R.O.W. LINE
	CENTERLINE
	MULTI USE EASEMENT
	FEMA LINE
	SET MONUMENT
★	PREFERRED DRIVEWAY ACCESS
PUE	PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT
SVT	SIGHT VISIBILITY TRIANGLE DEDICATED BY THIS PLAT
PURMS	PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE
NAE	NO ACCESS EASEMENT DEDICATED BY THIS PLAT
1	SHEET NUMBER

CERTIFICATION

I, ____________ CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE ________ DAY OF ________ , 2023.

BY ____________ ____________
CLERK OF THE TOWN OF MARANA DATE

OWNER/DEVELOPER
D.R. HORTON
6875 N ORACLE ROAD, SUITE 125
TUCSON, AZ 85704
ATTENTION: SAM MILLS
PHONE: (520) 572-3104
EMAIL: SHMILLS@DRHORTON.COM

BENEFICIARY

D.R. HORTON, INC.
6875 N ORACLE ROAD, SUITE 125

CERTIFICATION

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

____________ 8/16/23
NATHAN GARDNER, RLS 36786 DATE

ADMIN. ADDRESS: 10137 N SAGUARO PEAKS BLVD., MARANA AZ 856
PRV2206-001 MARANA PROJECT NUMBER
PRV0305-006 RELATED PROJECT NUMBER

FINAL PLAT

SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1-146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)

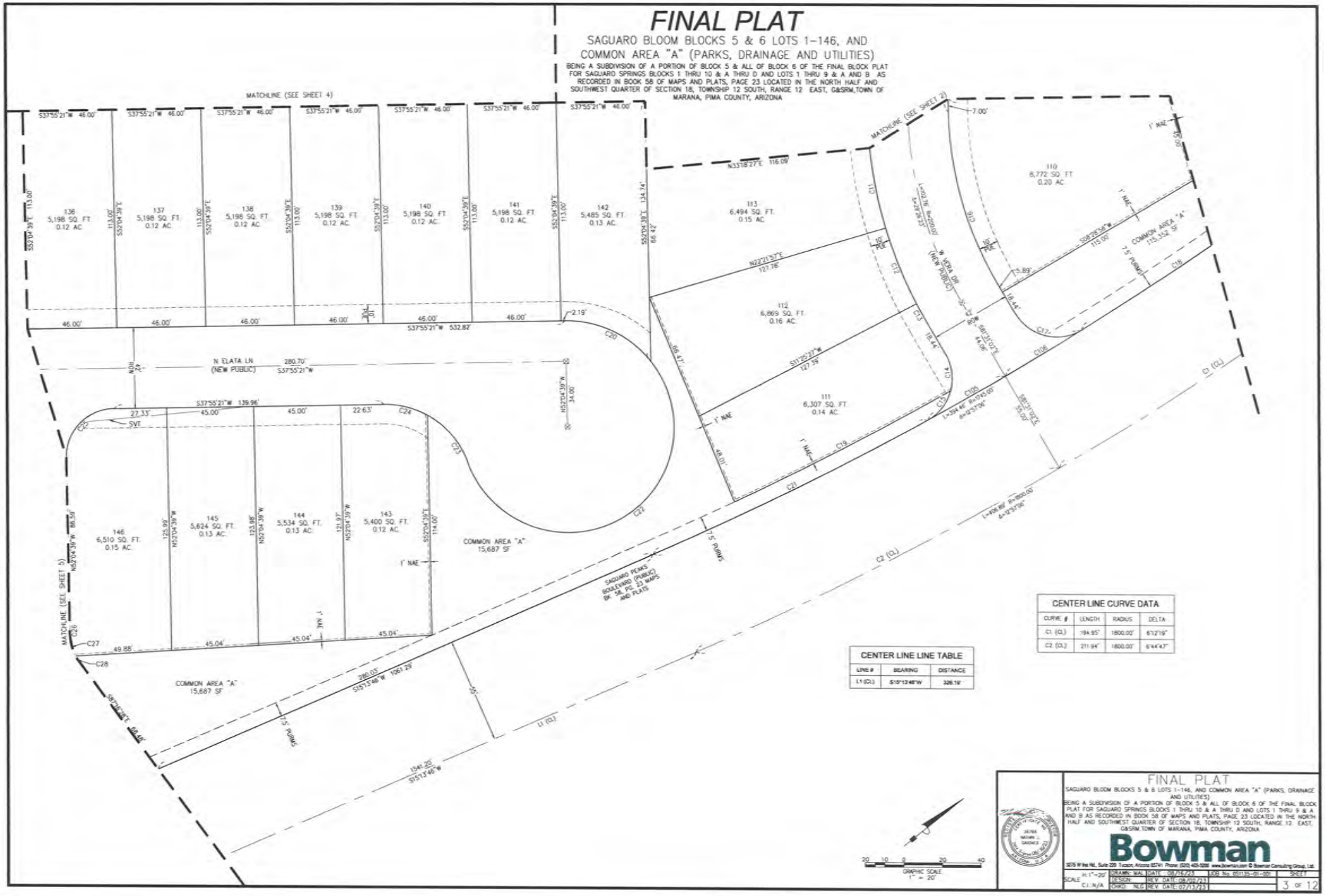
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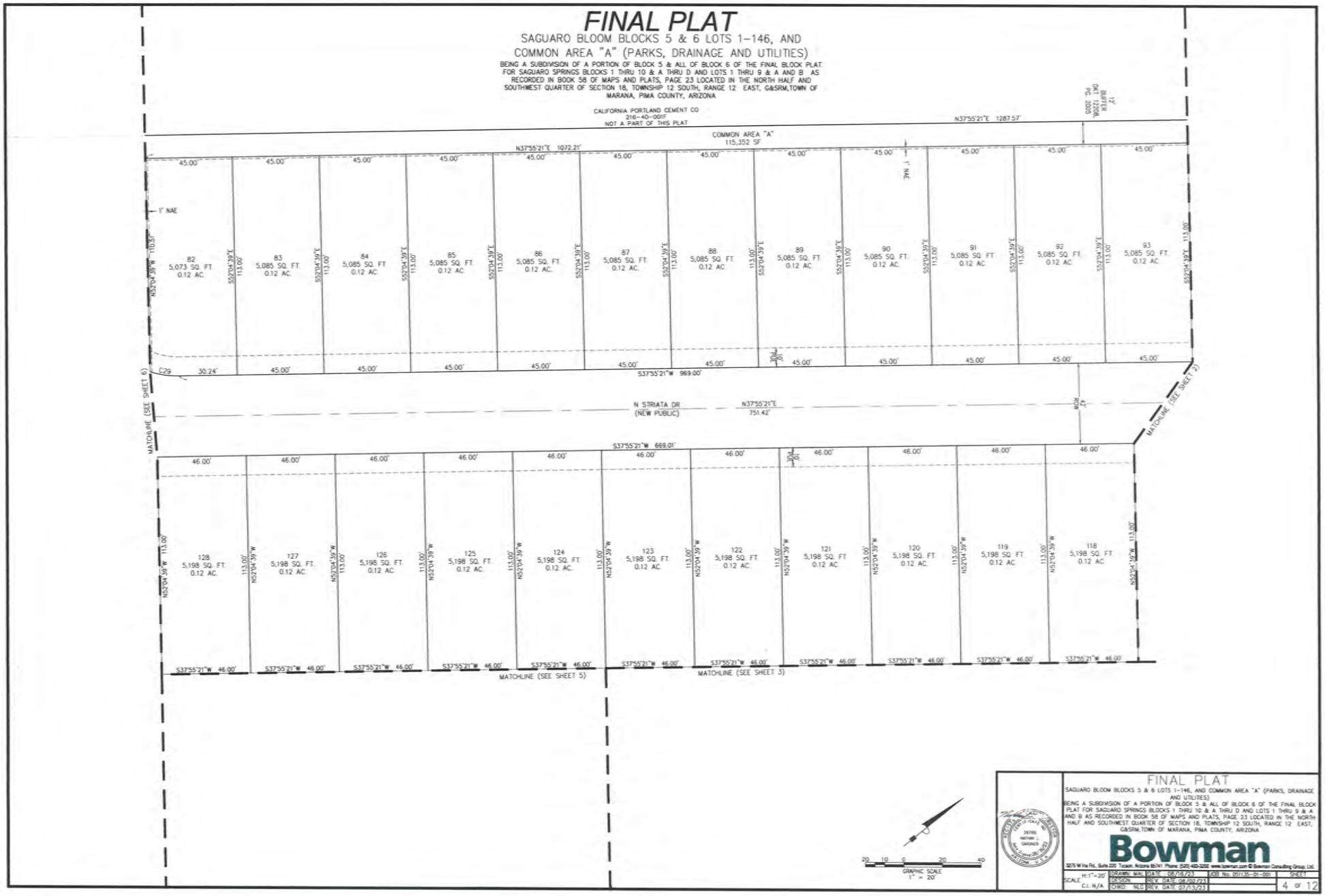
Bowman

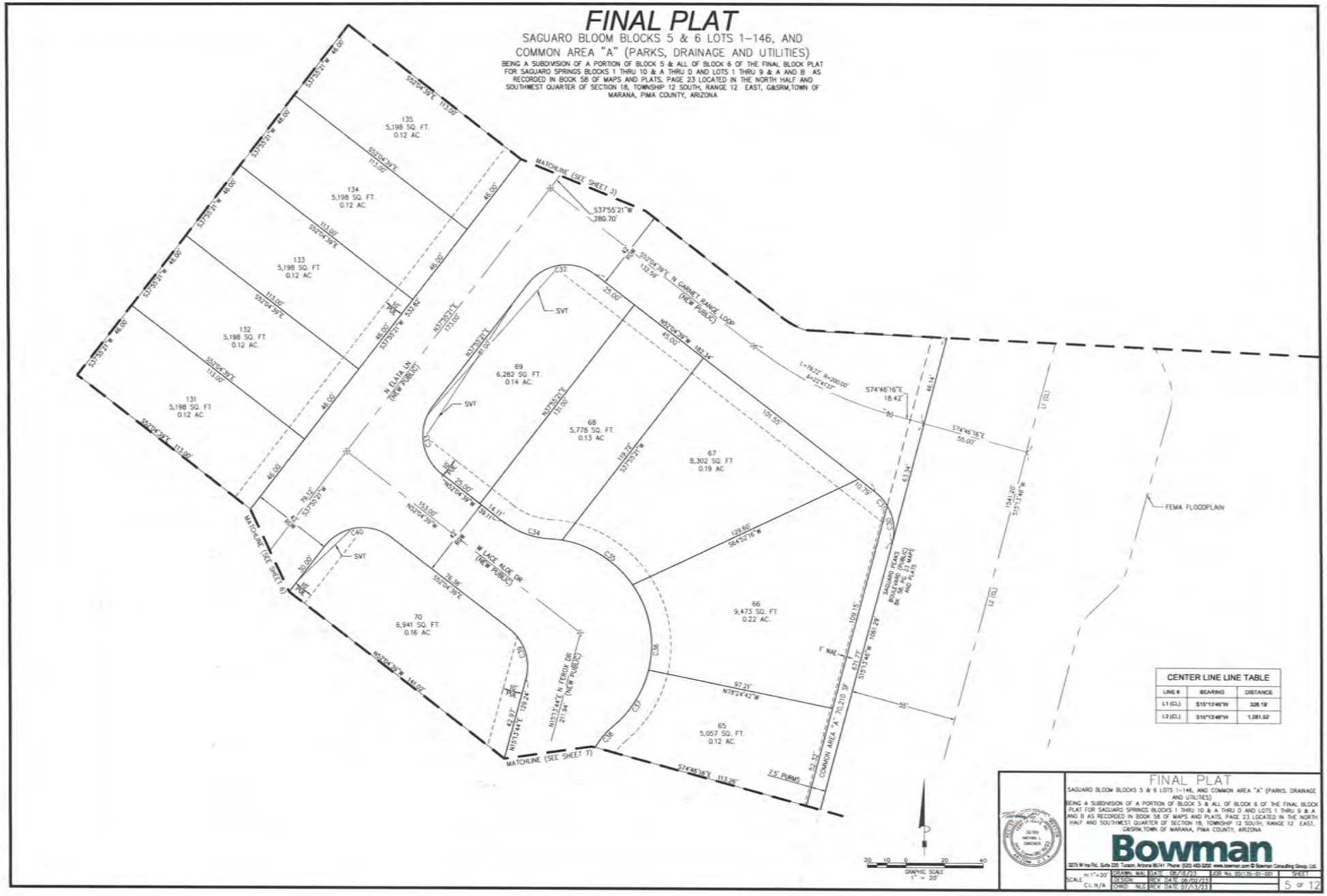
3275 W Ina Rd., Suite 220 Tucson, Arizona 85741 Phone: (520) 403-3250 www.bowman.com © Bowman Consulting Group, Ltd.

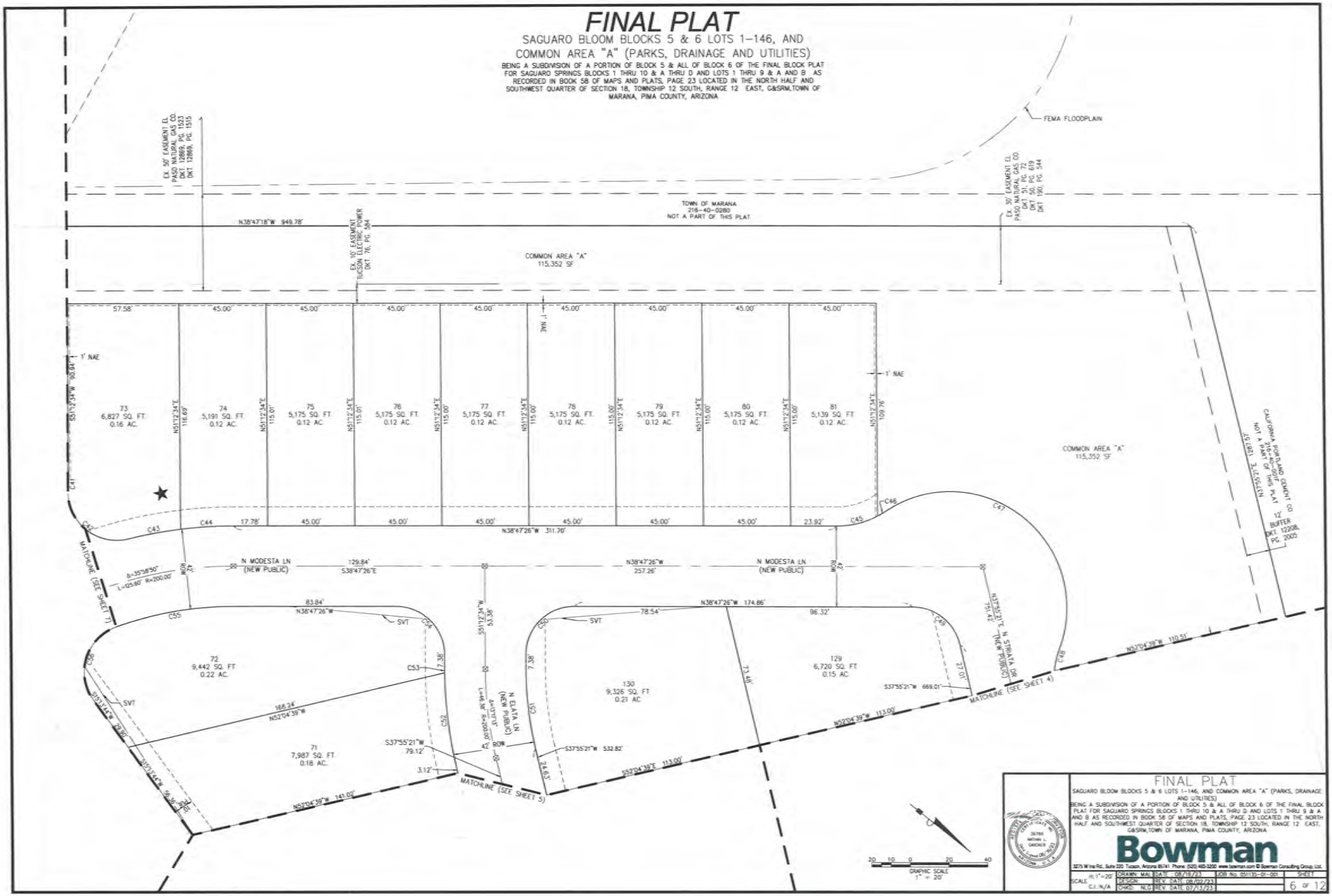
SCALE: H: 1"=250' V: N/A | DRAWN: MAL | DESIGN: | CHKD: NLG | DATE: 08/16/23 | REV. DATE 08/02/23 | REV. DATE 07/13/23 | JOB No. 050135-01-001 | SHEET 1 OF 12

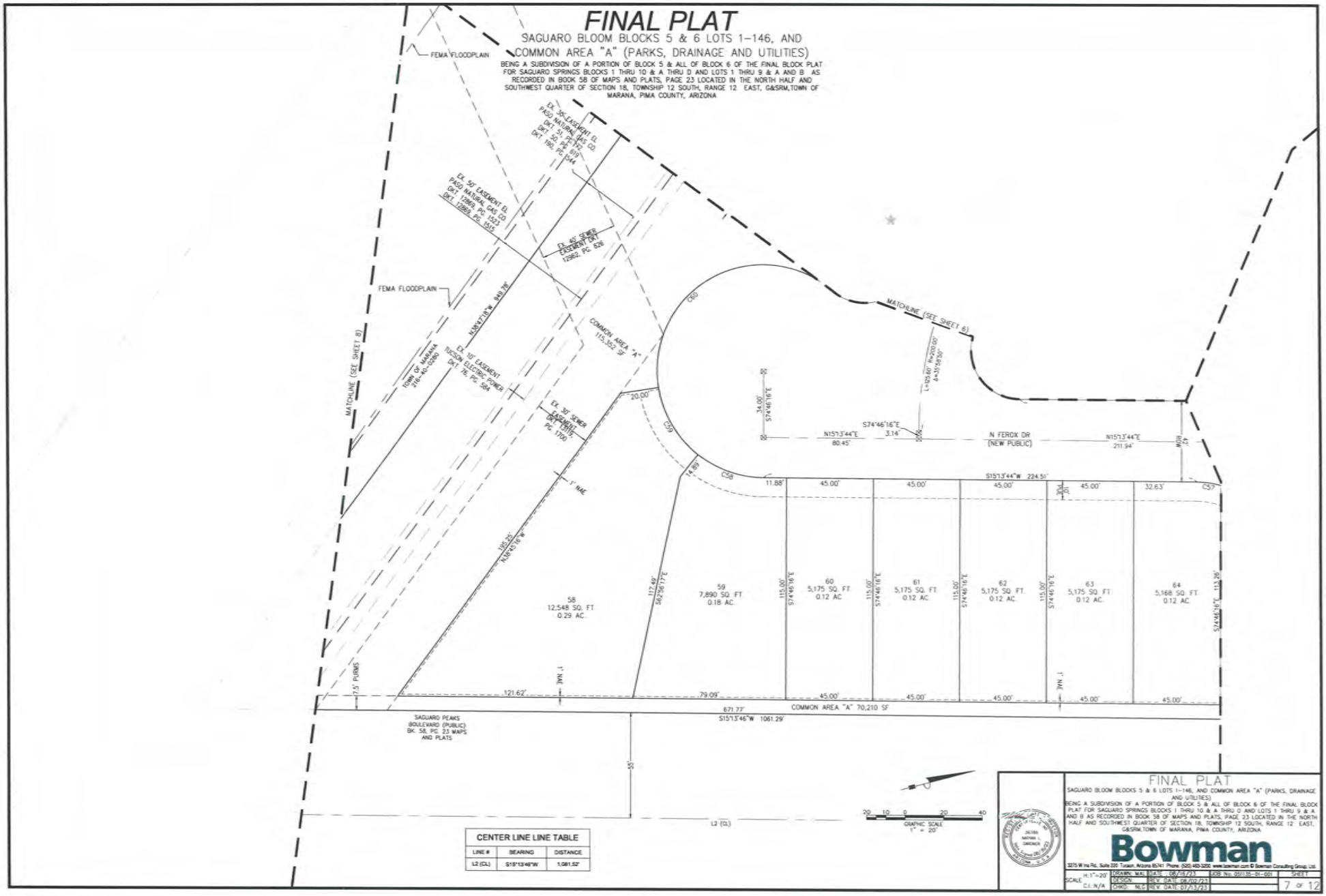

FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1-146, AND
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CALIFORNIA PORTLAND CEMENT CO 216-40-001F NOT A PART OF THIS PLAT
N37°55'21"E 1287.57'
COMMON AREA "A" 115,352 SF
N37°55'21"E 1072.21'
S37°55'21"W 969.00'
N37°55'21"E 751.42'
N. STRIATA DR (NEW PUBLIC)
N STRIATA DR (NEW PUBLIC) 292.99' S37°55'21"W
S37°55'21"W 869.01'
N37°55'21"E 115.00'
S37°55'21"W 46.00'
N37°18'27"E 116.08'
N37°55'21"E 185.00'
MATCHLINE (SEE SHEET 4)
MATCHLINE (SEE SHEET 3)
W VERA DR (NEW PUBLIC)
SAGUARO PEAKS BOULEVARD (PUBLIC) BK. 58 PG. 23 MAPS AND PLATS
LAMBERT LANE (PUBLIC) BK. 14 PG. 63 ROAD MAPS
N89°17'26"E 120.73'
COMMON AREA "A" 115,352 SF
N89°17'26"E 120.29'
S02°58'29"E 119.08'
S05°49'40"W 160.12'
S02°58'40"W 318.82'
S02°58'40"W 423.13'
L=384.46' R=1045.00' Δ=21°3706"
15'X15' T.E.P. ELECTRIC EASEMENT DEDICATED BY THIS PLAT
FND 1 1/2" ALUMINUM CAP, STAMPED LS 5713, NEC SEC 18, T12S, R12E
COMMON AREA "A" 115,352 SF
7.5' PUMA
1' NAE
94 5,085 SQ. FT. 0.12 AC.
95 5,085 SQ. FT. 0.12 AC.
96 5,085 SQ. FT. 0.12 AC.
97 5,085 SQ. FT. 0.12 AC.
98 5,085 SQ. FT. 0.12 AC.
99 5,085 SQ. FT. 0.12 AC.
100 5,085 SQ. FT. 0.12 AC.
101 5,085 SQ. FT. 0.12 AC.
102 5,085 SQ. FT. 0.12 AC.
103 5,755 SQ. FT. 0.13 AC.
104 10,852 SQ. FT. 0.25 AC.
105 8,011 SQ. FT. 0.18 AC.
106 5,125 SQ. FT. 0.12 AC.
107 5,130 SQ. FT. 0.12 AC.
108 5,130 SQ. FT. 0.12 AC.
109 5,566 SQ. FT. 0.13 AC.
114 5,580 SQ. FT. 0.13 AC.
115 5,405 SQ. FT. 0.12 AC.
116 5,386 SQ. FT. 0.12 AC.
117 5,198 SQ. FT. 0.12 AC.
L=102.76' R=200.00' Δ=29°26'23"
GRAPHIC SCALE 1" = 20'
FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1-146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
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Bowman
DRAWN: MAL DATE: 08/16/23
DESIGN: REV. DATE: 08/30/23
CHKD: NLG REV. DATE: 07/13/23
SCALE H:1"=20' V:1"=N/A
JOB No. 05113.35-01-001
SHEET 2 of 12

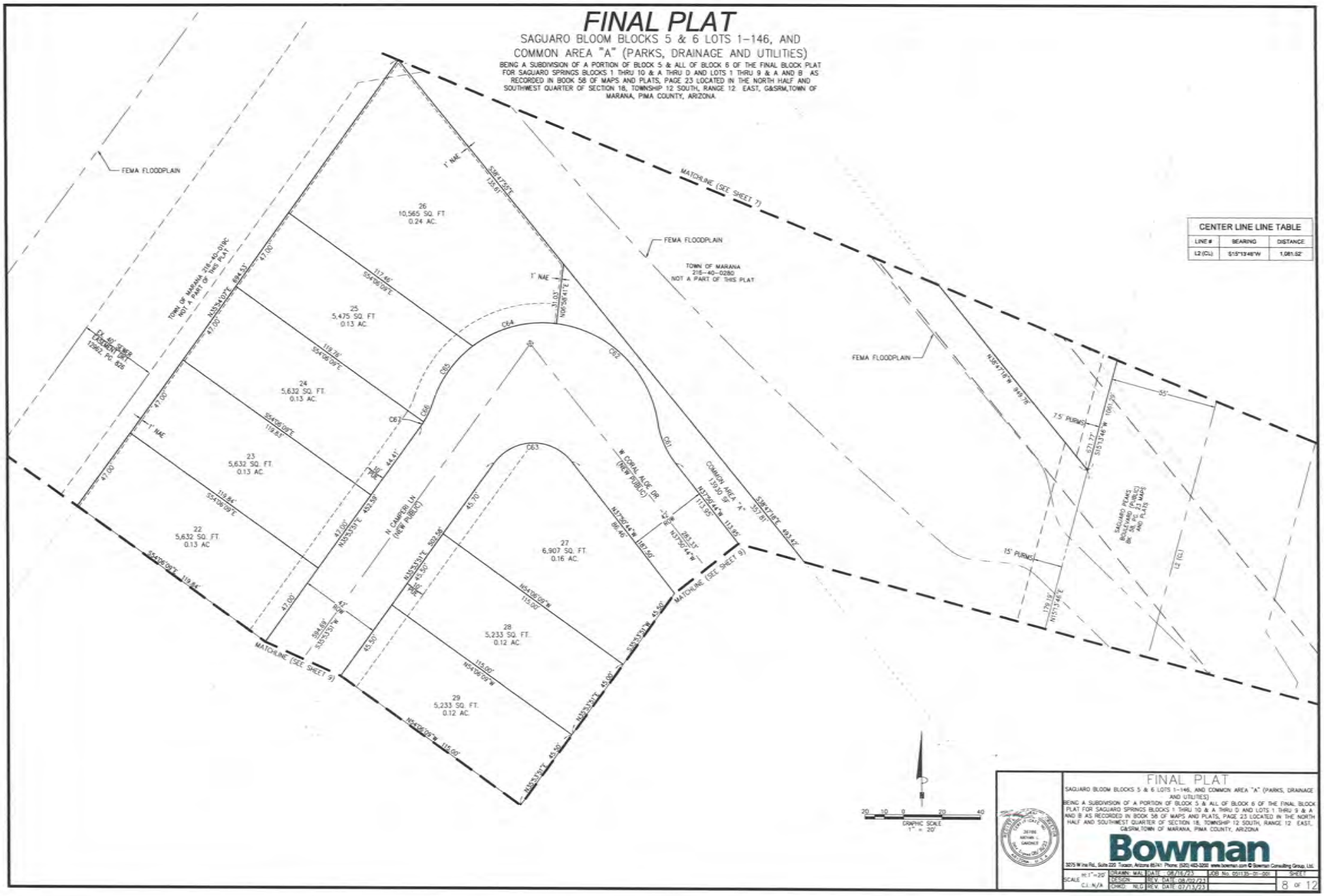

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SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND
COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
MATCHLINE (SEE SHEET 4)
MATCHLINE (SEE SHEET 2)
MATCHLINE (SEE SHEET 5)
N ELATA LN (NEW PUBLIC)
W MARA DR (NEW PUBLIC)
SAGUARO PEAKS BOULEVARD (PUBLIC) BK. 58, PG. 23 MAPS AND PLATS
COMMON AREA "A" 15,687 SF
COMMON AREA "A" 115,353 SF
136 5,198 SQ. FT. 0.12 AC.
137 5,198 SQ. FT. 0.12 AC.
138 5,198 SQ. FT. 0.12 AC.
139 5,198 SQ. FT. 0.12 AC.
140 5,198 SQ. FT. 0.12 AC.
141 5,198 SQ. FT. 0.12 AC.
142 5,485 SQ. FT. 0.13 AC.
143 5,400 SQ. FT. 0.12 AC.
144 5,534 SQ. FT. 0.13 AC.
145 5,624 SQ. FT. 0.13 AC.
146 6,510 SQ. FT. 0.15 AC.
111 6,307 SQ. FT. 0.14 AC.
112 6,869 SQ. FT. 0.16 AC.
113 6,494 SQ. FT. 0.15 AC.
110 8,772 SQ. FT. 0.20 AC.
CENTER LINE CURVE DATA
CENTER LINE LINE TABLE
GRAPHIC SCALE 1" = 20'
FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
Bowman
SCALE H: 1"=20' V: N/A
DRAWN: MAL DATE: 08/16/23
DESIGN: REV. DATE: 08/22/23
CHKD: NLG REV. DATE: 07/13/23
JOB No. 051135-01-001
SHEET 3 OF 12

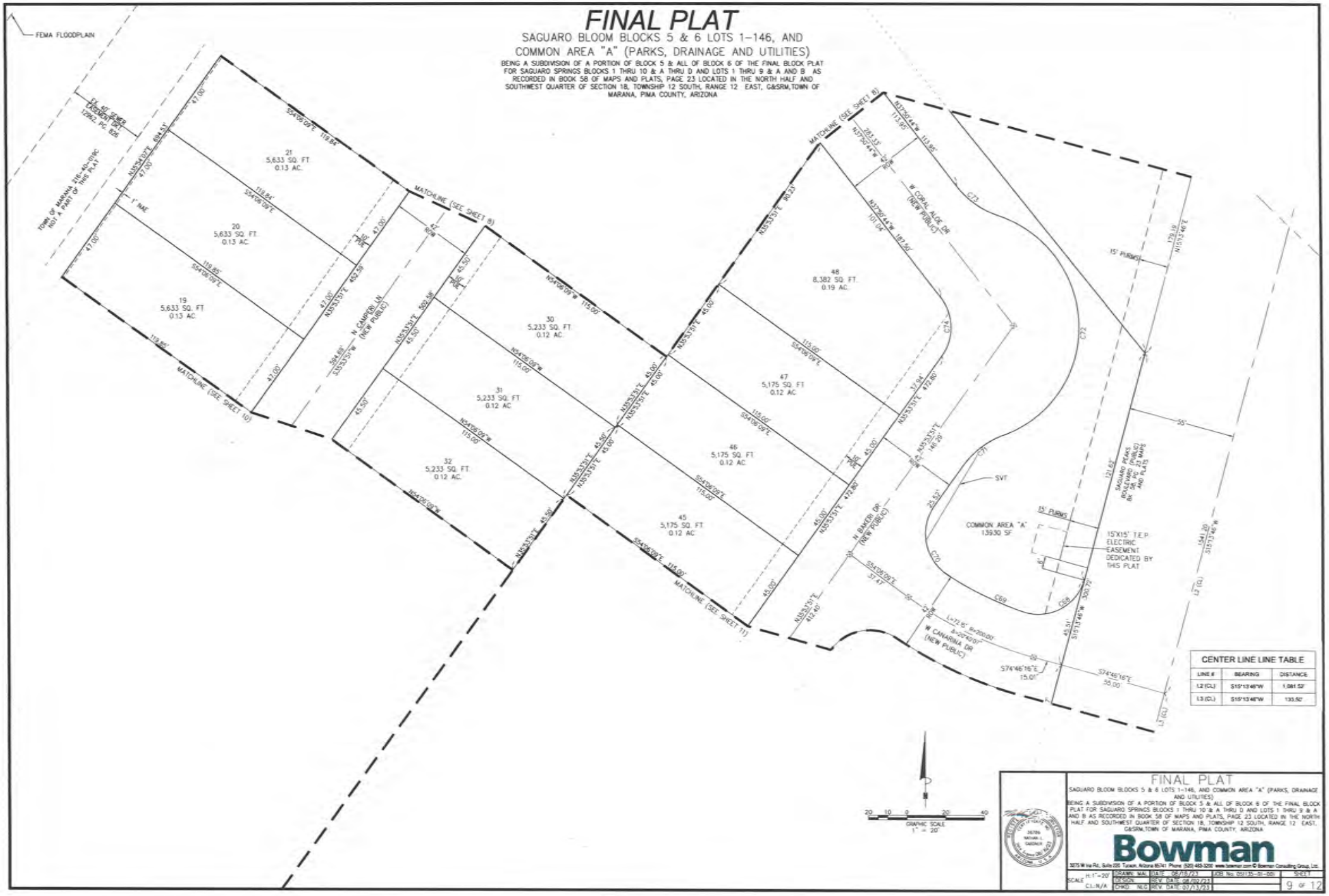

FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND
COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
CALIFORNIA PORTLAND CEMENT CO
216-40-005F
NOT A PART OF THIS PLAT
N37°55'21"E 1287.57'
COMMON AREA "A"
115,352 SF
N37°55'21"E 1072.21'
1' NAE
82 5,073 SQ. FT. 0.12 AC.
83 5,085 SQ. FT. 0.12 AC.
84 5,085 SQ. FT. 0.12 AC.
85 5,085 SQ. FT. 0.12 AC.
86 5,085 SQ. FT. 0.12 AC.
87 5,085 SQ. FT. 0.12 AC.
88 5,085 SQ. FT. 0.12 AC.
89 5,085 SQ. FT. 0.12 AC.
90 5,085 SQ. FT. 0.12 AC.
91 5,085 SQ. FT. 0.12 AC.
92 5,085 SQ. FT. 0.12 AC.
93 5,085 SQ. FT. 0.12 AC.
S37°55'21"W 969.00'
N STRIATA DR
(NEW PUBLIC)
N37°55'21"E 751.42'
MATCHLINE (SEE SHEET 6)
MATCHLINE (SEE SHEET 2)
S37°55'21"W 669.01'
128 5,198 SQ. FT. 0.12 AC.
127 5,198 SQ. FT. 0.12 AC.
126 5,198 SQ. FT. 0.12 AC.
125 5,198 SQ. FT. 0.12 AC.
124 5,198 SQ. FT. 0.12 AC.
123 5,198 SQ. FT. 0.12 AC.
122 5,198 SQ. FT. 0.12 AC.
121 5,198 SQ. FT. 0.12 AC.
120 5,198 SQ. FT. 0.12 AC.
119 5,198 SQ. FT. 0.12 AC.
118 5,198 SQ. FT. 0.12 AC.
MATCHLINE (SEE SHEET 5)
MATCHLINE (SEE SHEET 3)
GRAPHIC SCALE
1" = 20'
FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
Bowman
SCALE H:1"=20' V:N/A
DRAWN MAL DATE 08/16/23
DESIGN DEV DATE 08/22/23
CHKD NLD DEV DATE 07/13/23
JOB No. 0511.35-01-001
SHEET
4 OF 12

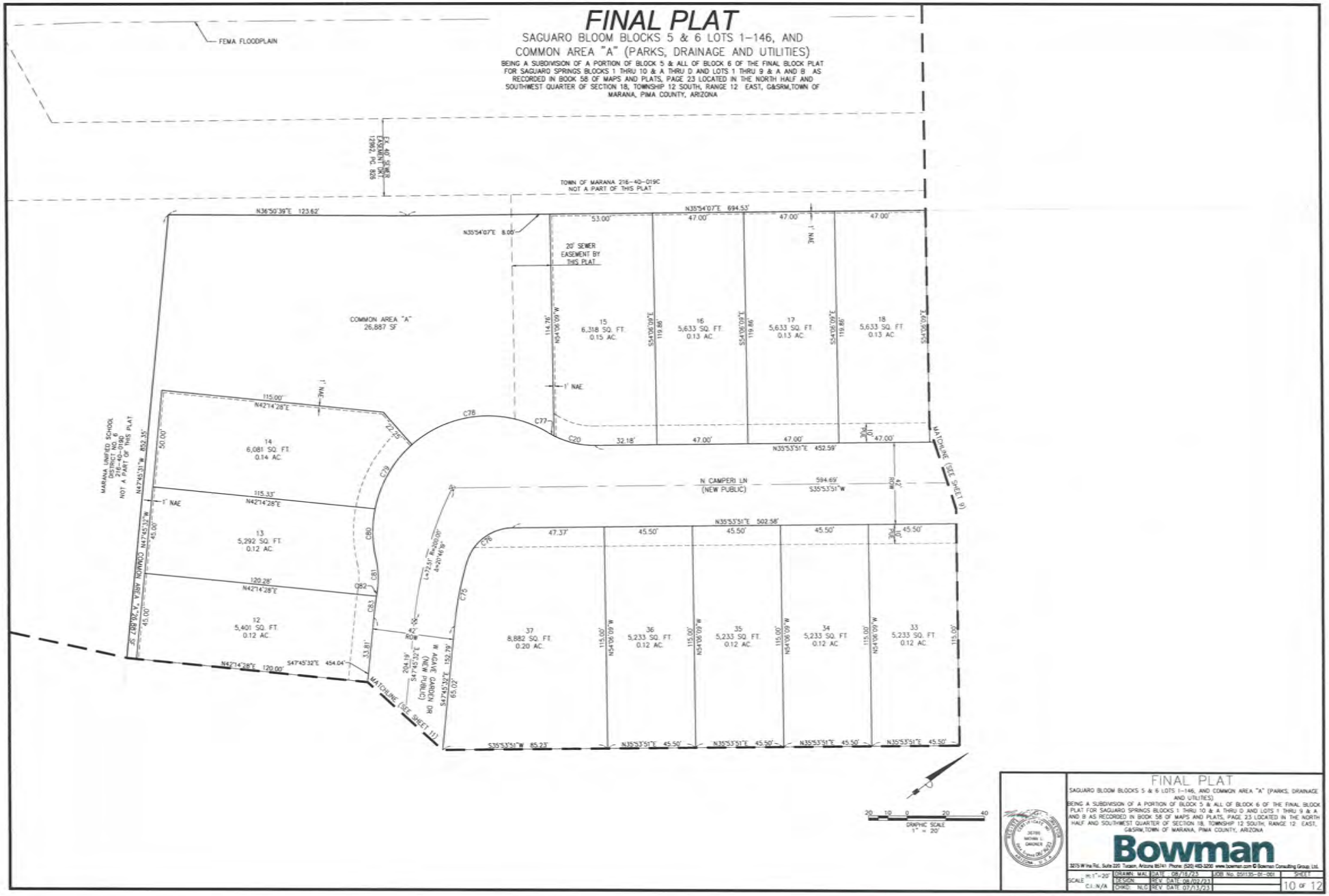

FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND
COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
MATCHLINE (SEE SHEET 3)
MATCHLINE (SEE SHEET 4)
MATCHLINE (SEE SHEET 7)
N. ELATA LN (NEW PUBLIC)
W. LACE AILOE DR (NEW PUBLIC)
N. PEROX DR (NEW PUBLIC)
N. GARNET RANGE LOOP (NEW PUBLIC)
SAGUARO PEAKS BOOK 58 OF MAPS AND PLATS PAGE 23 AND #418
COMMON AREA "A" 70,210 SF
7.5' PUMMS
FEMA FLOODPLAIN
131 5,198 SQ. FT. 0.12 AC.
132 5,198 SQ. FT. 0.12 AC.
133 5,198 SQ. FT. 0.12 AC.
134 5,198 SQ. FT. 0.12 AC.
135 5,198 SQ. FT. 0.12 AC.
65 5,057 SQ. FT. 0.12 AC.
66 9,473 SQ. FT 0.22 AC.
67 8,302 SQ. FT 0.19 AC.
68 5,778 SQ. FT. 0.13 AC.
69 6,282 SQ. FT. 0.14 AC.
70 6,941 SQ. FT. 0.16 AC.
CENTER LINE LINE TABLE
LINE # | BEARING | DISTANCE
L1 (CL) | S15°13'46"W | 328.19'
L2 (CL) | S15°13'46"W | 1,081.52'
GRAPHIC SCALE 1" = 20'
FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
Bowman
5 OF 12


FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND
COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
FEMA FLOODPLAIN
TOWN OF MARANA 216-40-0280 NOT A PART OF THIS PLAT
COMMON AREA "A" 115,352 SF
N38°47'18"W 949.78'
N38°47'26"W 311.70'
N38°47'26"W 257.26'
N38°47'26"W 174.86'
N52°04'39"W 141.02'
N52°04'39"W 168.34'
N52°04'39"W 113.00'
N52°04'39"W 110.51'
S37°55'21"W 79.12'
S37°55'21"W 532.82'
S37°55'21"W 669.01'
N37°55'21"E 715.42'
N 0°13'34"E 90.04'
N51°12'34"E 116.69'
N51°12'34"E 109.76'
N 51°12'34" W 53.38'
S 51°12'34" E 53.38'
73 6,827 SQ. FT. 0.16 AC.
74 5,191 SQ. FT. 0.12 AC.
75 5,175 SQ. FT. 0.12 AC.
76 5,175 SQ. FT. 0.12 AC.
77 5,175 SQ. FT. 0.12 AC.
78 5,175 SQ. FT. 0.12 AC.
79 5,175 SQ. FT. 0.12 AC.
80 5,175 SQ. FT. 0.12 AC.
81 5,139 SQ. FT. 0.12 AC.
72 9,442 SQ. FT. 0.22 AC.
71 7,987 SQ. FT. 0.18 AC.
130 9,326 SQ. FT. 0.21 AC.
129 6,720 SQ. FT. 0.15 AC.
N MODESTA LN (NEW PUBLIC)
N STRATA DR (NEW PUBLIC)
N ELATA LN (NEW PUBLIC)
MATCHLINE (SEE SHEET 7)
MATCHLINE (SEE SHEET 5)
MATCHLINE (SEE SHEET 4)
EX. 30' EASEMENT EL PASO NATURAL GAS CO DKT 12868, PG. 1523 DKT 12868, PG. 1515
EX. 10' EASEMENT TUCSON ELECTRIC POWER DKT. 76, PG. 584
EX. 30' EASEMENT EL PASO NATURAL GAS CO DKT. 72, PG. 619 DKT. 50, PG. 544 DKT 190, PG. 544
CALIFORNIA PORTLAND CEMENT CO NOT A PART OF THIS PLAT 216-40-0290
12' BUFFER DKT. 12208, PG. 2005
1' NAE
GRAPHIC SCALE 1" = 20'
FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
Bowman
SCALE: H: 1"=20' V: N/A
DRAWN: MAL DATE: 08/16/23
DESIGN: REV. DATE: 08/22/23
CHKD: NLG REV. DATE: 07/13/23
JOB No. 051135-01-001
SHEET 6 OF 12


FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND
COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
FEMA FLOODPLAIN
EX. 30' EASEMENT EL PASO NATURAL GAS CO. DKT. 51, PG. 512 DKT. 50, PG. 172 DKT. 198, PG. 519, 544
EX. 50' EASEMENT EL PASO NATURAL GAS CO DKT. 12869, PG. 1523 DKT. 12869, PG. 1573
EX. 40' SEWER EASEMENT DKT. 12362, PG. 826
FEMA FLOODPLAIN
N39°41'18"W 949.78'
TOWN OF MARANA 216-40-0280
EX. 10' EASEMENT TUCSON ELECTRIC POWER DKT. 76, PG. 384
COMMON AREA "A" 115,352 SF
EX. 30' SEWER EASEMENT DKT. 1701, PG. 1700
MATCHLINE (SEE SHEET 8)
MATCHLINE (SEE SHEET 6)
C60
L=125.60' R=200.00' Δ=35°58'50"
34.00'
S74°46'16"E
S74°46'16"E 3.14'
N15°13'44"E 80.45'
N FEROX DR (NEW PUBLIC)
N15°13'44"E 211.94'
C59
20.00'
C58
14.85'
11.88'
S15°13'44"W 224.51'
45.00'
45.00'
45.00'
45.00'
45.00'
32.63'
C57
1" NAE
195.25'
N39°45'16"W
117.49'
S62°56'17"E
58
12,548 SQ. FT.
0.29 AC.
59
7,890 SQ. FT.
0.18 AC.
60
5,175 SQ. FT.
0.12 AC.
61
5,175 SQ. FT.
0.12 AC.
62
5,175 SQ. FT.
0.12 AC.
63
5,175 SQ. FT.
0.12 AC.
64
5,168 SQ. FT.
0.12 AC.
115.00'
S74°46'16"E
S74°46'16"E 113.26'
7.5' PUMS
121.62'
79.09'
45.00'
671.77'
S15°13'46"W 1061.29'
COMMON AREA "A" 70,210 SF
SAGUARO PEAKS BOULEVARD (PUBLIC) BK. 58, PG. 23 MAPS AND PLATS
35'
L2 (CL)
CENTER LINE LINE TABLE
LINE # | BEARING | DISTANCE
L2 (CL) | S15°13'46"W | 1,061.52'
20 10 0 20 40
GRAPHIC SCALE
1" = 20'
FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
Bowman
DRAWN: MJL DATE: 08/16/23
DESIGN: REV. DATE: 08/22/23
CHKD: NJG REV. DATE: 07/13/23
SHEET 7 OF 12


FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND
COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
FEMA FLOODPLAIN
MATCHLINE (SEE SHEET 7)
TOWN OF MARANA 215-40-019C NOT A PART OF THIS PLAT
TOWN OF MARANA 215-40-0280 NOT A PART OF THIS PLAT
CENTER LINE LINE TABLE
LINE # | BEARING | DISTANCE
L2 (CL) | S15°13'46"W | 1,081.52'
26 10,565 SQ. FT. 0.24 AC.
25 5,475 SQ. FT. 0.13 AC.
24 5,632 SQ. FT. 0.13 AC.
23 5,632 SQ. FT. 0.13 AC.
22 5,632 SQ. FT. 0.13 AC.
27 6,907 SQ. FT. 0.16 AC.
28 5,233 SQ. FT. 0.12 AC.
29 5,233 SQ. FT. 0.12 AC.
N. CAMPERI LN (NEW PUBLIC)
W CORAL ALOE DR (NEW PUBLIC)
COMMON AREA "A" 139,939 SF 3.212 AC
SAGUARO PEAKS BOULEVARD (PUBLIC) BK. 58, PG. (MAPS AND PLATS)
15' PUPMS
7.5' PUPMS
1' NAE
MATCHLINE (SEE SHEET 9)
GRAPHIC SCALE 1" = 20'
FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
Bowman
SCALE H: 1"=20' V: N/A
DRAWN: MAL DATE: 06/16/23
DESIGN: REV. DATE: 08/02/23
CHKD: NLG REV. DATE: 07/13/23
JOB No. 05113b-01-001
SHEET
8 OF 12


FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND
COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
FEMA FLOODPLAIN
MATCHLINE (SEE SHEET 10)
MATCHLINE (SEE SHEET 8)
MATCHLINE (SEE SHEET 11)
N CAMPBELL LN (NEW PUBLIC)
W CORAL ALOE DR (NEW PUBLIC)
N BAKER DR (NEW PUBLIC)
W CANARINA DR (NEW PUBLIC)
SAGUARO PEAKS BOULEVARD (PUBLIC) BK 58, PG 23 MAPS AND PLATS
COMMON AREA "A" 1.3930 SF
15'X15' T.E.P. ELECTRIC EASEMENT DEDICATED BY THIS PLAT
SVT
CENTER LINE LINE TABLE
LINE # | BEARING | DISTANCE
L2 (CL) | S15°13'46"W | 1,081.52'
L3 (CL) | S15°13'46"W | 133.52'
GRAPHIC SCALE 1" = 20'
FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
Bowman
SCALE H:1"=20' V:N/A
DRAWN: MAL DATE: 06/15/23
DESIGN: REV. DATE: 06/02/23
CHKD: NEG REV. DATE: 07/13/23
JOB No. 051135-01-001
SHEET 9 OF 12


FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND
COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
FEMA FLOODPLAIN
EXISTING ROW PER 12942 PG 858
TOWN OF MARANA 216-40-019C NOT A PART OF THIS PLAT
N36°50'39"E 123.62'
N35°54'07"E 694.53'
N35°54'07"E 8.00'
20' SEWER EASEMENT BY THIS PLAT
COMMON AREA "A" 26,887 SF
MARANA UNIFIED SCHOOL DISTRICT NO. 6 216-40-019D NOT A PART OF THIS PLAT
N47°45'32"W 852.35'
N47°45'32"W 45.00'
14 6,081 SQ. FT. 0.14 AC.
13 5,292 SQ. FT. 0.12 AC.
12 5,401 SQ. FT. 0.12 AC.
15 6,318 SQ. FT. 0.15 AC.
16 5,633 SQ. FT. 0.13 AC.
17 5,633 SQ. FT. 0.13 AC.
18 5,633 SQ. FT. 0.13 AC.
115.00' N42°14'28"E
115.33' N42°14'28"E
120.28' N42°14'28"E
N42°14'28"E 120.00'
S47°45'32"E 454.04'
1' NAE
22.29°
C78
C77
C20
32.18'
47.00'
N35°53'51"E 452.59'
MATCHLINE (SEE SHEET 9)
N. CAMPERI LN (NEW PUBLIC)
594.69' S35°53'51"W
ROW
N35°53'51"E 502.58'
C76
C75
C80
C81
C82
C83
L=232.51' R=200.00' Δ=66°36'19"
42' ROW
W ADAME GARDEN DR (NEW PUBLIC)
204.19' S47°45'32"E
152.79'
65.02'
33.81'
37 8,882 SQ. FT. 0.20 AC.
36 5,233 SQ. FT. 0.12 AC.
35 5,233 SQ. FT. 0.12 AC.
34 5,233 SQ. FT. 0.12 AC.
33 5,233 SQ. FT. 0.12 AC.
47.33'
45.50'
115.00' N54°06'09"W
S35°53'51"W 85.23'
N35°53'51"E 45.50'
MATCHLINE (SEE SHEET 11)
20 10 0 20 40
GRAPHIC SCALE 1" = 20'
FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
Bowman
3275 W Ina Rd., Suite 220 Tucson, Arizona 85741 Phone: (520) 463-3200 www.bowman.com © Bowman Consulting Group, Ltd.
SCALE H:1"=20' V:1"=N/A
DRAWN: MAL DATE: 08/18/23
DESIGN: REV. DATE: 08/22/23
CHKD: NLS REV. DATE: 07/13/23
JOB No. 85135-01-001
SHEET
10 OF 12


FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND
COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
MATCHLINE (SEE SHEET 10)
MATCHLINE (SEE SHEET 9)
N. BAKERI DR (NEW PUBLIC)
W. AGAVE GARDEN DR (NEW PUBLIC)
COMMON AREA "A" 9207 SF
SAGUARO PEAKS BOULEVARD (PUBLIC) BK. 58, PG. 23 MAPS AND PLATS
MARANA UNIFIED SCHOOL DISTRICT NO. 6 PIMA COUNTY, AZ
NOT A PART OF THIS PLAT
CENTER LINE LINE TABLE
CENTER LINE CURVE DATA
FINAL PLAT
SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)
BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA
Bowman
11 OF 12

FINAL PLAT

SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)

BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA



PARCEL CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C1	5.89'	55.00'	5°55'39"
C2	41.77'	55.00'	43°30'34"
C3	89.72'	55.00'	93°28'06"
C4	102.20'	55.00'	106°27'42"
C5	50.18'	50.00'	57°30'20"
C6	11.38'	50.00'	13°02'06"
C7	39.27'	25.00'	90°00'00"
C8	39.27'	25.00'	90°00'00"
C9	17.80'	221.00'	4°36'55"
C10	23.96'	15.00'	91°32'17"
C11	42.20'	221.00'	10°56'30"
C12	42.20'	221.00'	10°56'30"
C13	11.35'	221.00'	2°56'29"
C14	19.92'	25.00'	45°38'20"
C15	19.63'	25.00'	45°04'54"
C16	91.93'	179.00'	29°26'23"
C17	39.94'	25.00'	91°31'57"
C18	142.62'	1745.00'	4°40'58"
C19	126.36'	1757.50'	4°07'01"
C20	21.65'	45.00'	27°33'43"

PARCEL CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C20	50.68'	55.00'	52°47'43"
C21	159.14'	1745.00'	5°13'30"
C22	190.59'	55.00'	198°32'30"
C23	32.62'	45.00'	41°31'49"
C24	23.41'	45.00'	29°48'24"
C25	39.27'	25.00'	90°00'00"
C26	5.96'	179.00'	2°17'36"
C27	10.02'	25.00'	22°58'06"
C28	4.36'	25.00'	10°00'01"
C29	15.04'	45.00'	19°08'43"
C30	19.33'	25.00'	44°18'03"
C31	9.47'	25.00'	21°42'50"
C32	39.27'	25.00'	90°00'00"
C33	39.27'	25.00'	90°00'00"
C34	27.42'	45.00'	34°54'55"
C35	44.21'	55.00'	46°03'06"
C36	46.59'	55.00'	48°32'13"
C37	34.81'	55.00'	36°15'32"
C38	14.89'	45.00'	18°57'13"
C39	29.37'	25.00'	67°18'23"

PARCEL CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C40	39.27'	25.00'	90°00'00"
C41	4.49'	55.00'	4°40'29"
C42	47.48'	25.00'	108°48'25"
C43	27.22'	221.00'	7°03'25"
C44	27.29'	221.00'	7°04'31"
C45	21.94'	45.00'	27°55'43"
C46	4.81'	45.00'	6°07'09"
C47	151.64'	60.00'	144°46'31"
C48	11.70'	45.00'	14°54'09"
C49	33.47'	25.00'	76°42'47"
C50	39.27'	25.00'	90°00'00"
C51	41.51'	179.00'	13°17'13"
C52	49.29'	221.00'	12°46'40"
C53	1.96'	221.00'	0°30'33"
C54	39.27'	25.00'	90°00'00"
C55	61.93'	179.00'	19°49'19"
C56	46.32'	25.00'	106°09'31"
C57	12.54'	45.00'	15°57'42"
C58	36.56'	55.00'	38°05'25"
C59	40.84'	55.00'	42°32'53"

PARCEL CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C60	134.31'	55.00'	139°55'01"
C61	23.36'	45.00'	29°44'29"
C62	78.45'	60.00'	74°55'03"
C63	46.36'	25.00'	106°15'25"
C64	48.13'	60.00'	44°02'55"
C65	36.43'	60.00'	34°47'05"
C66	11.35'	45.00'	14°27'12"
C67	2.59'	45.00'	3°17'58"
C68	40.89'	25.00'	93°42'34"
C69	43.04'	179.00'	13°46'38"
C70	40.66'	25.00'	93°10'33"
C71	28.74'	45.00'	34°02'52"
C72	148.53'	60.00'	141°50'19"
C73	26.74'	45.00'	34°02'52"
C74	32.18'	25.00'	73°44'35"
C75	33.45'	179.00'	10°42'28"
C76	31.83'	25.00'	72°56'56"
C77	3.33'	45.00'	4°13'13"
C78	75.76'	60.00'	72°20'54"
C79	38.92'	60.00'	37°10'10"

PARCEL CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C80	25.78'	60.00'	24°37'20"
C81	17.41'	45.00'	22°09'54"
C82	2.42'	221.00'	0°37'42"
C83	11.19'	221.00'	2°54'01"
C84	42.04'	25.00'	96°20'33"
C85	38.40'	25.00'	88°00'45"
C86	63.09'	221.00'	16°21'22"
C87	37.45'	25.00'	85°46'30"
C88	306.23'	2305.00'	7°36'43"
C88	306.23'	2305.00'	7°36'43"
C89	42.82'	2320.03'	1°03'27"
C90	48.65'	2320.03'	1°12'05"
C91	49.08'	2320.03'	1°12'44"
C92	49.55'	2320.03'	1°13'26"
C93	36.50'	25.00'	83°39'23"
C94	22.90'	179.00'	7°19'46"
C95	22.17'	25.00'	50°48'59"
C96	26.92'	25.00'	61°41'59"
C97	138.96'	2320.03'	3°25'54"
C98	166.66'	2305.00'	4°08'34"

PARCEL CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C99	26.75'	25.00'	61°17'48"
C100	168.71'	2320.03'	4°09'59"
C101	2.16'	25.00'	4°57'14"
C102	41.26'	221.00'	10°41'46"
C103	29.83'	221.00'	7°44'34"
C103	38.11'	2305.00'	0°56'51"
C104	55.93'	2305.00'	1°23'25"
C105	46.33'	1745.00'	1°31'16"
C106	45.83'	1745.00'	1°30'18"

CENTER LINE CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C3 (CL)	359.73'	2250.00'	9°09'38"
C4 (CL)	501.52'	2250.00'	12°46'16"

FINAL PLAT

SAGUARO BLOOM BLOCKS 5 & 6 LOTS 1–146, AND COMMON AREA "A" (PARKS, DRAINAGE AND UTILITIES)

BEING A SUBDIVISION OF A PORTION OF BLOCK 5 & ALL OF BLOCK 6 OF THE FINAL BLOCK PLAT FOR SAGUARO SPRINGS BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 & A AND B AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23 LOCATED IN THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM,TOWN OF MARANA, PIMA COUNTY, ARIZONA

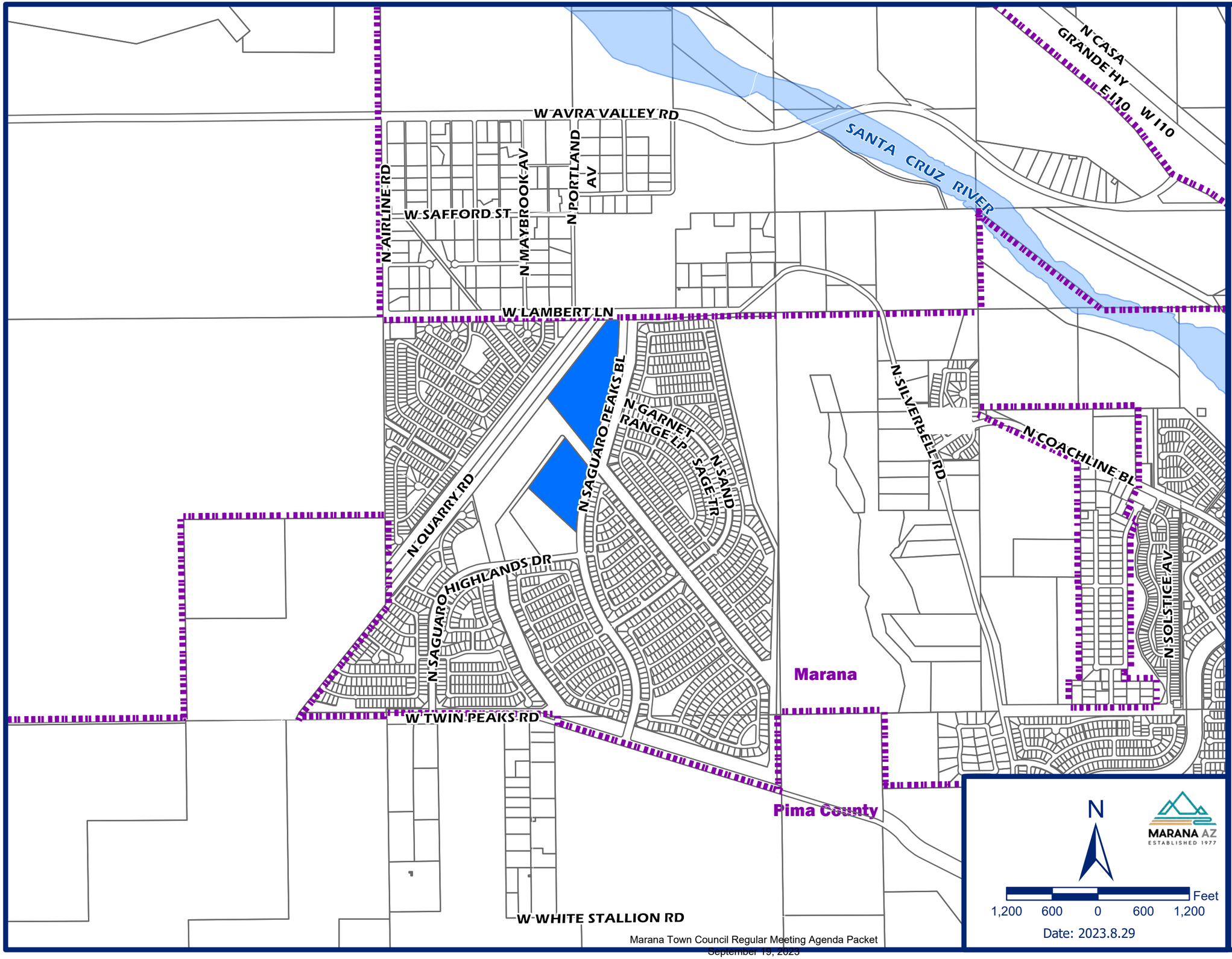
Bowman

5275 W Ina Rd., Suite 220 Tucson, Arizona 85741 Phone: (520) 463-3200 www.bowman.com © Bowman Consulting Group, Ltd.

SCALE	DRAWN: MAL	DATE: 06/16/23	JOB No. 05115-01-001	SHEET
H: 1" = 20'	DESIGN:	REV. DATE: 06/02/23		12 OF 12
V: N/A	CHKD: NLG	REV. DATE: 07/13/23		

TOWN OF MARANA

PIMA COUNTY, AZ



Marana Corporate Limits

Water Features

Project Area

N

MARANA AZ
ESTABLISHED 1977

Feet

1,200 600 0 600 1,200

Date: 2023.8.29

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Saguaro Bloom Blocks 5 & 6			
Description of Project: SFR Subdivision			Number of Lots: 146
Parcel No.(s): 216-40-019B and 216-40-0200			Gross Area (Acres): 29.9
Project Address: 10137 N Saguaro Blvd.			
Ref. Project No.:			

CONTACT INFORMATION

Owner: DR Horton	Contact Name: Sam Mills		
Address: 6875 N Oracle Road, Suite 125	City: Tucson	State: AZ	Zip: 85704
Email: SHMills@drhorton.com	Phone No.: (520) 572-5104		
Applicant: Bowman	Contact Name: Kim Lucas		
Address: 3275 W Ina Road, Suite 220	City: Tucson	State: AZ	Zip: 85741
Email: klucas@bowman.com	Phone No.: (520) 329-8882		
Consultant/Engineer: Bowman	Contact Name: John Gray		
Address: 1600 N Desert Drive, Suite 210	City: Tempe	State: AZ	Zip: 85281
Email: jgray@bowman.com	Phone No.: (480) 629-8830		

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.)

Kim Lucas	Kim Lucas Digitally signed by Kim Lucas DN: C=US, E=klucas@bowman.com, O=Bowman, OU=Project Coordinator, CN=Kim Lucas Date: 2023.01.24 16:32:51-07'00'	1/24/2023
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C6**

Meeting Date: 09/19/2023

To: Mayor and Council

From: Dustin Ward, Development Engineering Division Manager

Date: September 19, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-090: Relating to Development; approving and authorizing the Town Engineer to execute and record an amendment to the general notes on the cover sheet of the Final Plat for Casas De Miguel Lots 1-5 to delete a general note that prohibits elevated earthen pads (Dustin Ward)

Discussion:

The Casa Miguel subdivision is located on the northwest corner of the intersection of Lambert Lane and Camino De Oeste. The Final Plat for Casas De Miguel Lots 1-5 was approved by the Town Council on April 1, 2008, by the adoption of Marana Resolution No. 2008-47, and was recorded in the Pima County Recorder's Office at Book 63 Maps & Plats Page 61.

The Town has received a request from the owners of all the property in the subdivision to remove general note 17 from the Final Plat covers sheet. General note 17 prohibits elevated earthen pads within the subdivision.

If approved, this resolution will remove the note and allow the custom homes in the subdivision to build on a fill pad that meets the Town's Floodplain Ordinance and grading standards per Land Development Code Chapter 17-13.

Staff Recommendation:

Staff recommends approving the plat amendment to remove general note 17 from the Final Plat for Casas de Miguel Lots 1-5.

Suggested Motion:

I move to adopt Resolution No. 2023-090, approving and authorizing the Town Engineer to execute and record an amendment to the general notes on the cover sheet of the Final Plat for Casas De Miguel Lots 1-5 to delete a general note that prohibits elevated earthen pads.

Attachments

Resolution No. 2023-090

Exhibit A to Resolution

Location Map

MARANA RESOLUTION NO. 2023-090

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE TOWN ENGINEER TO EXECUTE AND RECORD AN AMENDMENT TO THE GENERAL NOTES ON THE COVER SHEET OF THE FINAL PLAT FOR CASAS DE MIGUEL LOTS 1-5 TO DELETE A GENERAL NOTE THAT PROHIBITS ELEVATED EARTHEN PADS

WHEREAS the Final Plat for Casas De Miguel Lots 1-5 was approved by the Town Council on April 1, 2008, by the adoption of Marana Resolution No. 2008-47, and was recorded in the Pima County Recorder's Office at Book 63 Maps & Plats Page 61, for property generally located at the northwest corner of Camino de Oeste and Lambert Lane; and

WHEREAS the cover sheet of the Final Plat includes general note 17 which prohibits elevated earthen pads within the subdivision; and

WHEREAS the owners of all property within the Casas de Miguel subdivision have requested that the Town remove general note 17 and allow the custom homes in the subdivision to build on a fill pad that meets the Town's Floodplain Ordinance and grading standards per Land Development Code Chapter 17-13; and

WHEREAS the Town Council has determined that the proposed amendment and this process for making the amendment are the most efficient way to address the issue in a manner that gives full disclosure of the revision to the general public and to purchasers of lots in the subdivision, and should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the amendment to the general notes on the cover sheet of the Final Plat for Casas De Miguel Lots 1-5 to delete a general note that prohibits elevated earthen pads is hereby approved in the form attached as Exhibit A to this resolution, and the Town Engineer is hereby authorized to execute and record it on behalf of the Town.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of September, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

NOTICE OF AMENDMENT TO FINAL PLAT FOR CASAS DE MIGUEL LOTS 1-5

(Book 63 Maps & Plats Page 61, Pima County Recorder's Office)

The undersigned, who are the only parties having any fee title interest in the property depicted on the final subdivision plat entitled "Final Plat for Casas De Miguel Lots 1-5" (the "Casas De Miguel Plat") recorded in the Pima County Recorder's Office at Book 63 Maps & Plats Page 61, with the consent and approval of the Town of Marana, hereby modifies the cover sheet of the Casas De Miguel Plat as follows:

The "GENERAL NOTES" are hereby amended by deleting in its entirety General Note 17 which reads: "ELEVATED EARTHEN PADS SHALL NOT BE ALLOWED. PROPERLY ENGINEERED FOOTINGS AND STEM WALLS SET TO THE CORRECT FFE SHALL BE INSTALLED."

CLIFFORD MCKENNA, an unmarried man, as to Lot 1

By: _____
Clifford McKenna

AMY NICOLE BRZEZINSKI, a single woman, as to Lot 2

By: _____
Amy Nicole Brzezinski

CONSENT AND APPROVAL:

TOWN OF MARANA

By _____
Fausto Burruel, Town Engineer

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

00089403.DOCX /1

STATE OF ARIZONA)
County of Pima) SS

The foregoing instrument was acknowledged before me on June 28, 2023, by AMY NICOLE BRZEZINSKI.

(Seal)

ALEXANDER RACY
Notary Public - State of Arizona
PIMA COUNTY
Commission # 635343
Expires August 23, 2026

Notary Public

STATE OF ARIZONA)
County of Pima) SS

The foregoing instrument was acknowledged before me on JUNE 17th, 2023, by SIDNEY R. BARKER, JR. AND SHERRY L. BARKER.

(Seal)

CHRISTINA CHAVEZ
Notary Public, State of Arizona
Pima County
Commission # 647267
My Commission Expires
March 07, 2027

Notary Public

STATE OF ARIZONA)
County of Pima) SS

The foregoing instrument was acknowledged before me on June 19th, 2023, by SEAN HOFFMAN AND JENNIFER LOUISE HOFFMAN.

(Seal)

DANIEL H ROGERS
Notary Public - Arizona
Pima County
Commission # 579810
My Comm. Expires Mar 12, 2024

Notary Public

STATE OF ARIZONA)
County of Pima) SS

The foregoing instrument was acknowledged before me on July 18th, 2023, by DUSTIN L. CANALE AND NICOLE R. CANALE.

(Seal)

OFFICIAL SEAL
MARA ALMANZA
NOTARY PUBLIC-ARIZONA
PIMA COUNTY
My Comm. #: 598588
My Comm. Exp: Jan. 11, 2025

Notary Public

SIDNEY R. BARKER, JR. AND SHERRY L. BARKER, husband and wife, as community property with right of survivorship, as to Lot 3

By: _____
Sidney R. Barker, Jr.

By: _____
Sherry L. Barker

SEAN HOFFMAN AND JENNIFER LOUISE HOFFMAN, husband and wife, as community property with right of survivorship, as to Lot 4

By: _____
Sean Hoffman

By: _____
Jennifer Louise Hoffman

DUSTIN L. CANALE AND NICOLE R. CANALE, husband and wife, as community property with right of survivorship, as to Lot 5

By: _____
Dustin L. Canale

By: _____
Nicole R. Canale

STATE OF ARIZONA)
County of Pima) ss

The foregoing instrument was acknowledged before me on July 18th, 2023, by CLIFFORD MCKENNA.

(Seal)

OFFICIAL SEAL
MARA ALMANZA
NOTARY PUBLIC-ARIZONA
PIMA COUNTY
My Comm. #: 598588
My Comm. Exp: Jan. 11, 2025

_____
Notary Public

00089403.DOCX /1

Note to be Amended

Location Map

GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION IS 18.04 ACRES (785,647± S.F.).
2. THE EXISTING ZONING IS R-144 THE GROSS DENSITY IS 0.277 RAC.
3. THE NUMBER OF LOTS FOR THIS PROJECT IS 5.
4. BASIS OF BEARINGS FOR THIS SUBDIVISION IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, T-12-S, R-12-E PER THE GENERAL LAND OFFICE PLAT. SAID BEARING BEING: N 00°00'00" E.
5. THE AREA BETWEEN THE 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA SHALL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
6. THE WATER COMPANY THAT WILL SERVICE THIS SUBDIVISION IS TUCSON WATER.
7. THIS DEVELOPMENT PROPOSES 0.1 MILES OF NEW PRIVATE STREETS.
8. THE MINIMUM LOT SIZE IS 144,008 S.F. (AVERAGE LOT SIZE IS 145,599 S.F.) (MAXIMUM LOT SIZE IS 150,195 S,F,)
9. SUBDIVISION AREA CALCULATIONS:
   A. RESIDENTIAL DEVELOPMENT AREA
      1. LOTS 1 THRU 5 AREA: ±16.72 AC
   B. RIGHT-OF-WAY AREA: 1.32 AC
10. SITE DEVELOPMENT STANDARDS
   (1) LOT SIZE: ONE-HUNDRED FORTY-FOUR THOUSAND (144,000) SQUARE-FOOT MINIMUM.
   (2) LOT DIMENSIONS
      A. WIDTH. LOTS SHALL HAVE A MINIMUM WIDTH OF ONE HUNDRED SEVENTY-FIVE (175) FEET.
      B. DEPTH. LOTS SHALL HAVE A MINIMUM LOT DEPTH OF TWO HUNDRED (200) FEET.
   (3) MINIMUM FRONT, SIDE AND REAR YARDS (SETBACKS)
      A. THE REQUIRED FRONT YARD (SETBACK) SHALL BE A MINIMUM OF FORTY (40) FEET, EXCEPT THAT ANY FRONT YARD (SETBACK) ADJACENT TO AN ARTERIAL OR COLLECTOR ROAD SHALL BE FIFTY (50) FEET.
      B. THE REQUIRED SIDE YARD (SETBACK SHALL BE A MINIMUM OF FIFTY (50) FEET.
      C. THE REQUIRED REAR YARD (SETBACK) SHALL BE A MINIMUM OF FIFTY (50) FEET.
   (4) BUILDING SEPARATION (DISTANCE BETWEEN STRUCTURES/BUILDINGS)
      A. THE MINIMUM DISTANCE BETWEEN PRINCIPAL (MAIN) BUILDINGS SHALL BE TWENTY (20) FEET.
      B. THE MINIMUM DISTANCE BETWEEN A PRINCIPAL (MAIN) BUILDING AND AN ACCESSORY BUILDING OR TWO ACCESSORY BUILDINGS SHALL BE TEN (10) FEET.
   (5) BUILDING HEIGHTS.
      A. BUILDINGS AND STRUCTURES ERECTED IN THIS ZONE SHALL HAVE A HEIGHT NOT GREATER THAN TWO-STORIES OR THIRTY (30) FEET, EXCEPT AS OTHERWISE PERMITTED.
      B. ACCESSORY BUILDING HEIGHTS, FOR AGRICULTURAL PURPOSES SHALL BE LIMITED TO A MAXIMUM OF FIFTY (50) FEET; ALL OTHER STRUCTURES SHALL BE A MAXIMUM OF THE THIRTY (30) FEET.
   (6) BUILDING MASS
      ANY TWO-STORY STRUCTURE MUST MEET REDUCED MASSING REQUIREMENTS FOR THE FLOORS ABOVE THE FIRST LEVEL. THE GROSS FLOOR AREA (GFA) OF EACH FLOOR ABOVE THE FIRST FLOOR MUST NOT EXCEED EIGHTY PERCENT (80%) OF THE GFA OF THE PREVIOUS FLOOR. EXEMPTION: BUILDINGS USED EXCLUSIVELY FOR AGRICULTURAL PURPOSES ARE NOT REQUIRED TO REDUCE THE GROSS FLOOR AREA.
   (7) LOT COVERAGE
      THE MAXIMUM SITE DISTURBANCE SHALL NOT EXCEED THIRTY PERCENT (30%) OF THE TOTAL AREA.
   (8) UNDERGROUND UTILITIES
      ALL NEW UTILITIES AND ALL EXISTING UTILITIES, EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 69 KV OR MORE, WITHIN OR CONTIGUOUS TO THIS SITE, SHALL BE PLACED UNDERGROUND.
11. ALL HOMES TO BE SPRINKLERED.
12. SEWAGE DISPOSAL FOR LOTS 1-5 WILL BE INDIVIDUAL ON-SITE DISPOSAL SYSTEMS.
13. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE MARANA TOWN COUNCIL.
14. BUILDABLE AREAS FOR LOTS 2 THROUGH 5 WILL BE FILLED TO INDICATED ELEVATIONS AND VERIFIED BY A REGISTERED PROFESSIONAL ENGINEER PRIOR TO THE ISSUANCE OF ANY PERMITS FROM THE TOWN OF MARANA FOR THOSE LOTS.
15. 3 PARKING SPACES ARE PROVIDED ON EACH LOT.
16. THE HOUSE FOOTPRINT SHALL BE PLACED ALONG THE RIDGE LINES ON THE INDIVIDUAL LOTS. WHEREVER POSSIBLE NATURAL DRAINAGE AWAY FROM THE HOME SITE WILL BE MAINTAINED. WHERE NATURAL DRAINAGE CAN NOT BE MAINTAINED, MAN MADE GRADING SHALL BE PROVIDED TO ALLOW FOR POSITIVE DRAINAGE AWAY FROM THE HOME SITE.
17. ELEVATED EARTHEN PADS SHALL NOT BE ALLOWED. PROPERLY ENGINEERED FOOTINGS AND STEM WALLS SET TO THE CORRECT FFE SHALL BE INSTALLED.
18. THE FFE SHALL BE ELEVATED AT LEAST 2 FEET ABOVE THE HIGHEST ADJACENT GRADE WITHIN THE AO-1 FEMA FLOOD ZONES AS SHOWN ON FLOOD INSURANCE RATE MAP (FIRM) PANEL 1015 OF 4700 OR HIGHER IF REQUIRED BY THE LOCALLY REGULATED ADJACENT WATER SURFACE ELEVATIONS.
19. ALL GRADING AND HOME CONSTRUCTION WILL REQUIRE A FLOODPLAIN USE PERMIT AND A TYPE 1 GRADING PERMIT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
20. THIS DEVELOPMENT IS SUBJECT TO MARANA ORDINANCE NO. 2002.16, PASSED AND ADOPTED SEPTEMBER 3, 2002 AND MARANA ORDINANCE NO. 2002.29, PASSED AND ADOPTED NOVEMBER 6, 2007.
21. THE MAXIMUM DISTURBANCE AREA EXCLUDES ON-LOT SEPTIC LEACH FIELDS WHICH ARE RESEEDED AFTER ANY CONSTRUCTION OR MAINTENANCE ACTIVITIES WITH A NATIVE DESERT SEED MIX ACCEPTABLE TO THE TOWN OF MARANA; HOWEVER, THE SEPTIC TANK DISTURBANCE WILL BE INCLUDED AS PART OF THE MAXIMUM DISTURBANCE AREA. TEMPORARY FENCING IS REQUIRED AROUND DISTURBANCE AREAS PRIOR TO GRADING AND SHALL BE MAINTAINED UNTIL ALL CONSTRUCTION ACTIVITY IS COMPLETED. ALL NON-DISTURBED AND REVEGETATED AREAS ON LOTS SHALL BE DESIGNATED NATURAL OPEN SPACE PER A RECORDED LEGAL DESCRIPTION BY SEPARATE INSTRUMENT AS PART OF THE TYPE 1 GRADING PERMIT PROCESS.
22. THE MAXIMUM DISTURBANCE SQUARE FOOTAGE FOR EACH LOT MAY NOT BE CHANGED.

WATER ADEQUACY

THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

BY: [signature] #3639 — 4/16/08
UTILITY DIRECTOR – TOWN OF MARANA — DATE

TOWN OF MARANA APPROVALS

BY: [signature] P.E. — 4-15-08
MARANA TOWN/SUBDIVISION ENGINEER — DATE

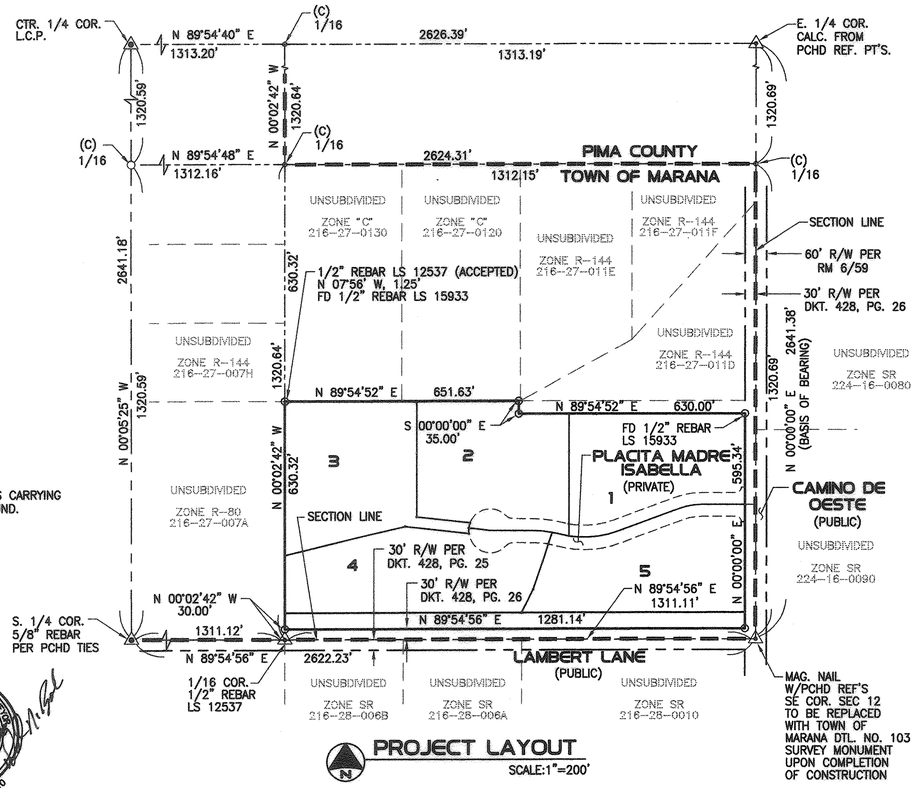
[signature] A.I.C.P. — 4-16-08
MARANA PLANNING DIRECTOR — DATE

I, Jocelyn C. Bronson, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA ON THE 1st DAY OF April, 2008.

[signature]
MARANA TOWN CLERK

PIMA COUNTY APPROVAL

BY: NOT REQUIRED — DATE
PIMA COUNTY DEPT. OF ENVIRONMENTAL QUALITY



PROJECT LAYOUT

SCALE:1"=200'

LEGEND

⚠	INDICATES SURVEY MONUMENT FOUND AS NOTED
○	INDICATES 1/2" REBAR TAGGED LS 36715 UNLESS OTHERWISE NOTED
◦	INDICATES CALCULATED POINT, NOTHING FOUND OR SET
●	INDICATES 1/2" IRON PIN TAGGED BY AN ARIZONA R.L.S. TO BE SET UPON COMPLETION OF CONSTRUCTION
■	INDICATES SURVEY MONUMENT PER TOWN OF MARANA DTL. NO. 103 TO BE SET BY AN ARIZONA R.L.S. UPON COMPLETION OF CONSTRUCTION
———	INDICATES SUBDIVISION BOUNDARY
— — — —	INDICATES EASEMENT LINE
- - - - - -	INDICATES EROSION HAZARD SETBACK
— · — · —	100 YEAR FLOODPLAIN LIMITS
———	EXIST. RIGHT-OF-WAY LINE
— — — —	MARANA TOWN LIMITS
1	INDICATES EASEMENT NOTE. (SEE MASTER LIST ON SHEET 3)
C12	INDICATES CURVE NUMBER (SEE CURVE DATA TABLE ON SHEET 3)
L2	INDICATES LINE NUMBER (SEE LINE DATA TABLE ON SHEET 3)
(RAD)	RADIAL BEARING
R10	INDICATES RADIAL LINE NUMBER (SEE RADIAL LINE DATA TABLE ON SHEET 3)
F1	INDICATES 100 YEAR FLOODPLAIN LINE NUMBER (SEE 100 YR. FLOODPLAIN LINE DATA TABLE ON SHEET 3)
SVT	SIGHT VISIBILITY TRIANGLE
E50	INDICATES EROSION HAZARD SETBACK LINE NUMBER (SEE EROSION HAZARD SETBACK LINE DATA TABLE ON SHEET 3)

CERTIFICATION

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

[signature]
DAVID N. BOOKER — R.L.S. NO. 36715

REGISTERED LAND SURVEYOR CERTIFICATE NO. 36715 DAVID N. BOOKER Date signed 3/31/10 ARIZONA, U.S.A. EXPIRES 09/30/10

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND THAT ALL INTERIOR GEOMETRY AND EASEMENTS WERE REVIEWED AND SHOWN UNDER MY SUPERVISION.

[signature]
TIMOTHY D. BIRK — R.L.S. NO. 26047

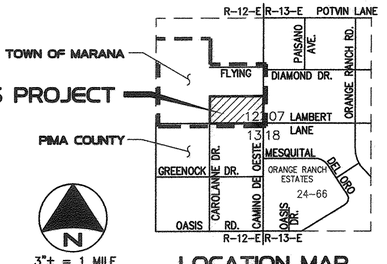
REGISTERED LAND SURVEYOR 26047 TIMOTHY D. BIRK Date signed 3/31/10 ARIZONA, U.S.A. EXPIRES 3/31/10

I HEREBY CERTIFY THAT THE 100-YEAR FLOOD PRONE LIMITS AND EROSION HAZARD SETBACKS SHOWN WERE PREPARED UNDER MY SUPERVISION BY BOGARDUS ENGINEERING, L.L.C. PER THEIR DRAINAGE ADDENDUM REPORT DATED OCTOBER 2007.

[signature]
JOHN D. WOOD — P.E. NO. 21734

REGISTERED PROFESSIONAL ENGINEER 21734 JOHN D. WOOD Date signed 3/31/10 ARIZONA, U.S.A. EXPIRES 12/31/10

Presidio ENGINEERING INC.
Civil • Land Development • Water Resources
4582 N. 1st Ave., Suite 120 • Tucson, Arizona 85718
(520) 795-7255 • Fax (520) 795-6747



LOCATION MAP

BEING A PORTION OF THE S 1/2, SE 1/4, SE 1/4, SECTION 12, T-12-S, R-12-E, G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON. WE HEREBY DEDICATE TO THE PUBLIC ALL RIGHTS-OF-WAY SHOWN HEREON, INCLUDING ALL STREETS AND EASEMENTS. UTILITY EASEMENTS AS SHOWN HEREON ARE DEDICATED FOR THE PURPOSE OF ACCESS, INSTALLATION AND MAINTENANCE OF UTILITIES.

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

PRIVATE INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT AS SHOWN HEREON IS RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES, AND IS GRANTED AS AN EASEMENT TO THE TOWN OF MARANA, AND ALL UTILITY COMPANIES, FOR THE PURPOSE OF ACCESS, INSTALLATION, OPERATION AND MAINTENANCE OF UNDERGROUND UTILITIES. AN ASSOCIATION OF INDIVIDUAL LOT OWNERS SHALL BE ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 13287 AT PAGE 879 IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT WITHIN THIS SUBDIVISION, AS SHOWN HEREON.

FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, TRUST NO. 9261, AS TRUSTEE ONLY AND NOT OTHERWISE.

BY [signature]
TRUST OFFICER

BENEFICIARY:

MIKE L. AND WENDY L. LEE
P.O. BOX 89697
TUCSON, ARIZONA 85752

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF PIMA }

ON THIS 14th DAY OF March, 2008, BEFORE ME PERSONALLY APPEARED Cindy A. Reiche WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, TRUST NUMBER 9261, AS TRUSTEE ONLY AND NOT OTHERWISE, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

7-2-2008
MY COMMISSION EXPIRES:

[signature]
NOTARY PUBLIC

RECORDING

STATE OF ARIZONA } SS
COUNTY OF PIMA }

FEE: $34.00
NO: 20080750283

Maps not picked up in 45 days will be recycled. April 17, 2008

PIMA COUNTY RECORDER ARIZONA

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF PRESIDIO ENGINEERING, INC., ON THIS 17th DAY OF April, 2008, AT 5:07 P.M. IN BOOK 63 OF MAPS AND PLATS AT PAGE 61 THEREOF.

F. ANN RODRIGUEZ, PIMA COUNTY RECORDER

BY: Yvette R. Carbajal
DEPUTY FOR PIMA COUNTY RECORDER

ASSURANCES

ASSURANCES IN THE FORM OF A 3rd Party Trust from First American Title Insurance Co., a California Corp. ~~IN THE AMOUNT OF $~~ As recorded in Docket 13287, Page 872 HAS BEEN PROVIDED TO GUARANTEE DRAINAGE AND STREET IMPROVEMENTS (INCLUDING MONUMENTS) AND UTILITY IMPROVEMENTS (ELECTRIC, TELEPHONE, GAS, SEWER, WATER) IN THIS SUBDIVISION.

BY: [signature] — 4-15-08
TOWN OF MARANA — DATE

FINAL PLAT FOR CASAS DE MIGUEL

LOTS 1 THRU 5

BEING A PORTION OF THE S 1/2, SE 1/4, SE 1/4, SEC. 12, T-12-S, R-12-E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

PRV-07042F

MARCH 13, 2008 — SCALE: AS SHOWN
PRESIDIO JOB No. 103034-01-0106 — SHEET 1 OF 3 SHEETS

Council-Regular Meeting **C7**

Meeting Date: 09/19/2023

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: September 19, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-091: Relating to the Risk Management; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for disbursement of opioid settlement funds (Libby Shelton)

Discussion:

On November 3, 2021, Town Council approved Resolution No. 2021-140 authorizing the Town Manager to execute the One Arizona Distribution of Opioid Settlement Funds Agreement (the "Opioid Agreement"). The Opioid Agreement followed national settlements with three opioid distributors: McKesson; AmerisourceBergen; and Cardinal (the "Distributors Settlement") and a second settlement with opioid manufacturer Johnson & Johnson (the "J&J Settlement"). The Opioid Agreement divided all opioid funds to be distributed with 44% of the funds distributed to the State (the "State Share") and 56% of the funds distributed to the Participating Local Governments (the "LG Share").

As a participating local government in a single-county Region under the Opioid Agreement, the Pima County Health Department is the lead agency responsible for distributing LG Share funds within the Region consisting of the County and its constituent Participating Cities and Towns. The LG Share funds must be used for the following purposes (the "approved purposes"). The first category of approved purposes are strategies for treatment: 1) to treat Opiod Use Disorder (OUD); 2) support people in treatment and recovery; 3) connect people who need help to the help they need (connections to care); 4) address the needs of criminal-justice-involved persons;

and 5) address the needs of pregnant or parenting women and their families, including babies with neonatal abstinence syndrome. The second category of approved purposes are strategies for prevention: 1) prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids; 2) prevent misuse of opioids; and 3) prevent overdose deaths and other harms. The third category of approved uses are other strategies: 1) first responders; 2) leadership planning and coordination; 3) training; and 4) research. The Opioid Agreement allows participating Counties and their constituent cities and towns to allocate the funds amongst themselves in any manner they choose.

This intergovernmental agreement will pool the LG share funds distributed to Pima County and the Town of Marana. The Pima County Health Department will then consult with the Town of Marana regarding distribution of the pooled funds and Pima County will authorize use of the pooled funds for approved purposes or for grants to organizations for approved purposes. If Pima County and the Town of Marana did not enter this agreement, the Town would directly receive a distribution of 2.06% of the Pima County Region's share. Alternatively, by signing this agreement, the Town of Marana is partnering with Pima County for a regional approach to use these funds.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2023-091 approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for disbursement of opioid settlement funds.

Attachments

Resolution No. 2023-091
Exhibit A to Resolution - IGA
Appendix A to IGA

MARANA RESOLUTION NO. 2023-091

RELATING TO RISK MANAGEMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR DISBURSEMENT OF OPIOID SETTLEMENT FUNDS

WHEREAS the opioid epidemic has had a devastating impact on communities across the country including the Town of Marana; and

WHEREAS state and local governments across the country have filed lawsuits against the manufacturers and distributors of opioids due to the impacts of the opioid epidemic; and

WHEREAS settlements were reached with three opioid distributors: McKesson; Amerisource Bergen; and Cardinal (the "Distributors Settlement") and one opioid manufacturer, Johnson & Johnson (the "J&J Settlement"); and

WHEREAS the proceeds from settlements of these lawsuits were distributed to the states, and then within the state, the proceeds were distributed to state and local governments; and

WHEREAS following the Distributors Settlement and the J&J Settlement, on November 3, 2021, the Town Council approved Resolution No. 2021-140 authorizing the Town Manager to execute the One Arizona Distribution of Opioid Settlement Funds Agreement (the "Opioid Agreement") which provided a framework for distributing opioid settlement funds to the state and local governments by employing formulas and data collected regarding opioid use disorder, opioid overdose deaths, and the amount and potency of opioids shipped to each community; and

WHEREAS the Opioid Agreement divided the opioid settlement funds by distributing 44% of the funds to the State and 56% of the funds to Participating Local Governments (the "LG Share"); and

WHEREAS Pima County and the Town of Marana are both Participating Local Governments receiving LG Share funds under the Opioid Agreement which also authorizes Pima County and the Town of Marana to allocate the funds amongst themselves in any manner they choose; and

WHEREAS the Pima County Health Department is the lead agency for distribution of LG Share funds within the Region for specific approved purposes outlined in the Opioid Agreement (the "approved purposes"); and

WHEREAS the Town of Marana and Pima County desire to enter an agreement to pool their LG Share funds under the Opioid Agreement for approved purposes; and

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

WHEREAS by entering this intergovernmental agreement, Pima County will consult with the Town of Marana regarding distribution of the pooled funds and Pima County will authorize use of the pooled funds for approved purposes or for grants to organizations for approved purposes; 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, approving the intergovernmental agreement for disbursement of opioid settlement funds, attached to this resolution as Exhibit A, and authorizing the Mayor to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of September, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR DISBURSEMENT OF OPIOID SETTLEMENT FUNDS

This Intergovernmental Agreement ("IGA") is made and entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County"), on behalf of the Pima County Health Department, and the Town of Marana ("Town").

RECITALS

WHEREAS, the parties are Participating Local Governments in a single-county Region under the One Arizona Distribution of Opioid Settlement Funds Agreement ("One Arizona Distribution Agreement"), attached as Appendix 1; and

WHEREAS, pursuant to the One Arizona Distribution Agreement, the Pima County Health Department is the lead agency responsible for distributing the Local Government (LG) Share funds within the Region consisting of County and its constituent Participating Cities and Towns ("Pima County Region"); and

WHEREAS, the Town of Marana desires to enter into an agreement with the County with respect to the use of Settlement funds pursuant to the One Arizona Distribution Agreement; and

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

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1.0 Purpose. The purpose of this IGA is to establish a process for the use of Local Government (LG) Share funds allocated to the parties pursuant to the One Arizona Distribution Agreement, the relevant portions of which are hereby incorporated into this IGA by reference.

2.0 Definitions. All capitalized terms not otherwise defined in this IGA have the meanings assigned to them in the One Arizona Distribution Agreement.

3.0 Term/Effective Date/Amendments.

3.1 The term of this IGA commences on November 1, 2022 and will terminate on October 31, 2027 ("Initial Term"). "Term," when used in this IGA, means the Initial Term plus any exercised extension options under this Section 3.3. If the commencement date of the Initial Term is before the signature date of the last party to execute this IGA, the parties will, for all purposes, deem the IGA to have been in effect as of the commencement date.

3.2 Either party may cancel its participation in this IGA after thirty days' written notice to the other party.

3.3 This IGA may be renewed for three additional five-year periods unless terminated pursuant to section 3.2 above.

3.4 The provisions of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

4.0 Use of Funds.

4.1 The Town of Marana, as one of the Participating Cities and Towns, and the County agree to pool their default allocations of the LG Share funds under the One Arizona Distribution Agreement (the "Pooled Funds").

4.2 The Pima County Health Department will consult with the Participating Cities and Towns regarding distribution of the Pooled Funds, and will authorize the use of the Pooled Funds for Approved Purposes, or for grants to organizations for Approved Purposes, as defined by the One Arizona Distribution Agreement.

5.0 Records. County will maintain, for a period of at least five years, records of its expenditures from the Pooled Funds and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.

6.0 Reports. County acknowledges that pursuant to section F.5 of the One Arizona Distribution Agreement, County is responsible for providing Pima County Region's annual report to the State annually by July 31.

7.0 Legal Jurisdiction. Nothing in this IGA shall be construed as either limiting or extending the legal jurisdiction of the parties. This IGA and all obligations upon the parties arising therefrom shall be subject to any limitations of budget law or other applicable local law or regulations.

8.0 Assignment of Rights. No party shall assign its rights under this IGA to any other party without written permission from the other parties.

9.0 Construction of Agreement.

9.1 Construction and interpretation. All provisions of this IGA shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.

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

10.0 Conflict of Interest. This IGA is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

11.0 Severability. In the event that any provision of this IGA or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the IGA are severable. In the event that any provision of this IGA is declared invalid or void, the parties agree to meet promptly upon request of a party in an attempt to reach an agreement on a substitute provision.

12.0 No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between the parties and each other's employees. No party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of another party, including (without limitation) the obligation of another party to withhold Social Security and income taxes for itself or any of its employees.

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

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

14.1 Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order Number 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this IGA.

14.2 Americans with Disabilities Act. This IGA is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

15.0 Non-Waiver. The failure of any party to insist upon the complete performance of any of the terms and provisions of this IGA to be performed on the part of another party, or to take any action permitted as a result thereof, shall not constitute 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.

16.0 Force Majeure. A party shall not be in default under this IGA if it does not fulfill any of its obligations under this IGA because it is prevented or delayed in doing so by reason of Force Majeure. The term "Force Majeure" shall mean, for the purpose of this IGA, any cause beyond the control of the party affected, including but not limited to, failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order

of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state, or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Any party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

17.0 Notification. All notices or demands upon another party to this IGA shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

County:
Theresa Cullen, MD, MS, Director
Pima County Health Department
3950 S. Country Club Rd., #100
Tucson, AZ 85714

Town:
Libby Shelton, Deputy Town Attorney
Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653

With copies to:
Kimberly VanPelt, Deputy Director
Pima County Health Department
3950 S. Country Club Rd., #100
Tucson, AZ 85714

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

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

20.0 Counterparts. This IGA 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.

21.0 Legal Arizona Workers Act.

21.1 The parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

21.2 Any breach of a party's warranty of compliance with the State and Federal Immigration Laws shall be deemed to be a material breach of this IGA subjecting the breaching party to penalties up to and including suspension or termination of this IGA.

22.0 Entire Agreement. This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any appendices to this IGA are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto each sign this IGA between the Town of Marana and Pima County, on behalf of the Pima County Health Department. Each signor warrants that they have been duly authorized to commit the jurisdiction to participate in the IGA by formal approval of the jurisdiction's governing body.

PIMA COUNTY:		**TOWN OF MARANA**:	
_____	_____	_____	_____
Chair, Board of Supervisors	Date	Mayor	Date
ATTEST		**ATTEST**	
_____	_____	_____	_____
Clerk of the Board	Date	Town Clerk	Date
APPROVED AS TO CONTENT		**APPROVED AS TO CONTENT**	
_____	_____	_____	_____
Department Director or designee	Date	Department Director or designee	Date

ATTORNEY CERTIFICATION

The foregoing IGA has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the IGA.

_____	_____	_____	_____
Deputy County Attorney	Date	Town Attorney	Date

ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the "State"), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Arizona.
- The State and the Participating Local Governments previously entered into the One Arizona Opioid Settlement Memorandum of Understanding for the purpose of jointly approaching Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- The State and the Participating Local Governments now enter into this One Arizona Distribution of Opioid Settlement Funds Agreement ("Agreement") to establish binding terms for the distribution and spending of funds from Settlements with the Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.

2. "Contingency Fee Fund" shall mean a sub fund established in a Settlement for the purpose of paying contingency fees, such as the Attorney Fee Fund described in Section I.V of the Settlement with the Settling Distributors and the sub fund of the Attorney Fee Fund described in Section II.D of the Settlement with J&J.[1]

3. "J&J" shall mean Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.

4. "Litigation" means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

[1] Text of both settlements available at https://nationalopioidsettlement.com.

5. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Agreement.

6. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this Agreement and each applicable Settlement. The Participating Local Governments may be referred to separately in this Agreement as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate).

7. "Parties" shall mean the State and the Participating Local Governments.

8. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.

9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.

10. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Government and approved as final by a court of competent jurisdiction.

11. "Settling Distributors" shall mean McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.

12. "Trustee" shall mean either (1) an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust, or (2) a settlement fund administrator, in the event that the Settlement includes a fund administrator. In either case, the Trustee will distribute funds in accordance with this Agreement.

B. Intrastate Regions

1. The State of Arizona will be divided into regions, each of which will be referred to as a "Region" and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group ("Multicounty Region"). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.

2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this Agreement, that

county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

3. In single-county Regions, that county's health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.

4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.

5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State ("State Share") and 56% to the Participating Local Governments ("LG Share").[2]

2. All Opioid Funds, except those allocated to payment of counsel and litigation expenses as set forth in Section E, shall be utilized in a manner consistent with the Approved Purposes definition. Compliance with this requirement shall be verified through reporting, as set out in Section F.

3. Each LG Share will be distributed to each Region or Multicounty Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region or Multicounty Region amongst themselves in any manner they choose. If a county and its cities and towns cannot agree on how to allocate the funds, the default allocation in Exhibit C will apply. The default allocation formula uses historical federal data showing how each county and the cities and towns within it have made opioids-related expenditures in the past. If a county or any cities or towns within a Region or Multicounty Region do not sign on to this Agreement and each

[2] This Agreement assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

Settlement, and if the Participating Local Governments in the Region or Multicounty Region cannot agree on how to allocate the funds from that Settlement amongst themselves, the funds shall be reallocated proportionally by applying this same methodology to only the Participating Local Governments in the Region or Multicounty Region.

4. If the LG Share for a given Participating Local Government is less than $500, then that amount will instead be distributed to the Region or Multicounty Region in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.

5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the State, to be timely distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Regions or Multicounty Regions through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the Participating Local Governments, to be timely distributed as set forth in B(2), C(1), C(3), and C(4) herein.

6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.

7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.

8. The State will endeavor to prioritize up to 30% of the State Share for opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses; and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.

9. If the federal Center for Medicare and Medicaid Services ("CMS") disallows any federal funding for the State's Medicaid programs pursuant to 42 U.S.C. § 1396b as a consequence of sums received pursuant to resolution of any Litigation with Pharmaceutical Supply Chain Participants, or otherwise seeks to recover sums it regards as the federal share of any Settlement, the amount recovered by CMS shall first be paid from the total amount of Opioid Funds available to the Parties under that Settlement and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

10. The Parties acknowledge and agree that any Settlement may require Participating Local Governments to release all their claims against the settling Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge and agree based on the terms of any such national Settlement, a Participating Local Government will not receive funds through this Agreement until it has complied with all requirements set forth

in that national Settlement to release its claims. This Agreement is not a promise by any Party that any Settlement (including any Settlement resolved through bankruptcy) will be finalized or executed.

D. Participation of Cities and Towns

1. By signing on to the Agreement and any Settlement, a Participating County will receive 60% of its available LG Share for that Settlement when distribution under that Settlement occurs. Any such Participating County will receive up to an additional 40% of its available LG Share for that Settlement by securing the participation of its constituent cities and towns as signatories to this Agreement and that Settlement when distribution under that Settlement occurs. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.[3]

2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a "tax," then the Participating Local Governments shall first seek to have the settling defendants pay the "tax." If the settling defendants do not agree to pay the "tax," then the "tax" shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.[4]

[3] Population allocation of cities and towns within counties will be derived from the population data included in any national Settlement. If such data is not included in the respective national Settlement, then population allocation will be determined from those cities and towns listed in Exhibit C. The data in Exhibit C is derived from the U.S. Census Estimate (July 1, 2019).

[4] This paragraph shall not apply to the Settlement with the Settling Distributors or the Settlement with J&J.

3. Any governmental entity that seeks attorneys' fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement.[5] In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney's fees and costs fund (the "Backstop Fund").

4. In the event that any Settlement imposes additional limitations or obligations on the payment of counsel and litigation expenses, those limitations and obligations take precedence over this Agreement.

5. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 ("Litigating Participating Local Governments"). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the "Opioid Fee and Expense Committee").

6. The amount of the Backstop Fund shall be determined as follows: From any national Settlement, the funds in the Backstop Fund shall equal 14.25% of the LG Share for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government's attorney's fees and costs. If required to do so by any Settlement, Participating Local Governments must report to the national Settlement Fund Administrator regarding contributions to, or payments from, the Backstop Fund.

7. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government, unless a Settlement or other court order imposes a lower limitation on contingency fees. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.

8. Payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same period of time as the national Contingency Fee Fund for each settlement. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in Exhibit R §(II)(S)(1) of the Settlement with the Settling

[5] The State retained outside counsel in the Purdue litigation and if it is unable to secure payment of attorneys' fees and expenses from the bankruptcy proceedings in an amount sufficient to compensate outside counsel consistent with the terms of the State's contract with that outside counsel, any remaining attorneys' fees and expenses related to the representation of the State will first be paid directly from the total amount of Opioid Funds available to the Parties under that Settlement, up to the agreed amount in the outside counsel contract, and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

Distributors.[6] The Attorneys' Fees and Costs schedule for J&J is listed in Exhibit R §(II)(A)(1) of the Settlement with J&J.[7] For future Settlements with other defendants in the Pharmaceutical Supply Chain, any necessary payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same periods of time as the fee funds for those Settlements, if applicable, subject to the limitations set forth in this Agreement set form in paragraph E(7) above.

9. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

F. Compliance Reporting and Accountability

1. If the State and Participating Local Governments use a Trustee for purposes of distributing funds pursuant to any Settlement, the Trustee shall be requested to provide timely an up-to-date accounting of payments into or out of any trust established to hold such funds and/or its subaccounts upon written request of the State or a Participating Local Government.

2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.

3. In the event that the State and Participating Local Governments use a Trustee, compensation for Trustee's expenses of fund administration may be paid out of the Opioid Funds for reasonable expenses; provided that, reasonable expenses do not exceed the administrative expenses allowed under the terms of the relevant Settlement.

4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.

5. At least annually, by July 31 of each year, each Region or Multicounty Region shall provide to the State a report detailing for the preceding fiscal year (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts

[6] Text of settlement available at https://nationalopioidsettlement.com.

[7] Text of settlement available at https://nationalopioidsettlement.com.

disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State. Any Participating Local Government shall also comply with any reporting requirements imposed by any Settlement.

6. No later than September 30 of each year, the State shall publish on its website a report detailing for the preceding fiscal year (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above. The State shall also comply with any reporting requirements imposed by any Settlement.

7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.

8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.

9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this Agreement and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.

10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

G. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.

2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

H. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.

One Arizona Distribution of Opioid Settlement Funds Agreement ACCEPTED by the undersigned and executed this 1 day of March, 2022.

ARIZONA ATTORNEY GENERAL

Mark Brnovich

PIMA COUNTY

Sharon Bronson

By: Supervisor Sharon Bronson, Chair

Its: SB

MARANA TOWN

By: _____

Its: _____

ORO VALLEY TOWN

By: _____

Its: _____

SAHUARITA TOWN

By: _____

Its: _____

SOUTH TUCSON CITY

By: _____

Its: _____

TUCSON CITY

By: _____

Its: _____

PIMA COUNTY

PIMA COUNTY

_____

By: _____

Its: _____

MARANA TOWN

_____

By: _____

Its: TOWN MANAGER

ORO VALLEY TOWN

_____

By: _____

Its: _____

SAHUARITA TOWN

_____

By: _____

Its: _____

SOUTH TUCSON CITY

_____

By: _____

Its: _____

TUCSON CITY

_____

By: _____

Its: _____

Exhibit A

O P I O I D A B A T E M E N T S T R A T E G I E S

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

    a. Medication-Assisted Treatment (MAT);

    b. Abstinence-based treatment;

    c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

    d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or

    e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.

6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.

8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;

    f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or

    g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.

6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

Exhibit B	
Allocation to Arizona Counties/Regions	
County/Region	**Percentage of LG Share**
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C

Exhibit C					
Government Name	**County Name**	**State Name**	**Government Type**	**Census ID**	**Intra-county Allocation (%) Based on Past Spending**
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%

HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%
SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%

GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%
YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%

WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%
YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%

DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Exhibit D	
Percent Participation of Cities	**Award**
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%

Council-Regular Meeting **C8**

Meeting Date: 09/19/2023

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: September 19, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2023-092: Relating to the Police Department; approving and authorizing the Police Chief to execute an agreement between Pima County Superior Court and Marana Police Department to allow the exchange of court information to determine disposition of cases (Libby Shelton)

Discussion:

The Pima County Superior Court's STEPs (Supportive Treatment and Engagement Program) is an evidence-based, pre-indictment, drug diversion court providing short-term targeted treatment to suspects charged with first- or second-time felony drug possession. The Marana Police Department (MPD) currently has over 50 cases involving suspects arrested for drug-related charges that entered into the STEPs program. MPD is currently unable to gather necessary information regarding disposition of cases entered into the STEPs program so that MPD can accurately classify, clear, and properly document adjudication of drug-related arrest cases.

STEPs information is not separated by arresting agency or arresting agency case report number, so the Marana Police Department intends to provide Pima County Superior Court with identifying information of STEPs participants initially arrested by MPD. The identifying information includes the participant's name, date of birth, and Pima County Sheriff Department booking identification number. When Pima County Superior Court receives the identifying information, the Court will provide MPD with the STEPs participant status update. Status will be one of the following categories: in progress, graduated, not graduated/not indicted, or other. Pima County Superior

Court requires MPD to sign the agreement to authorize the outlined data exchange.

Once MPD receives the data authorized by the agreement, MPD will be able to accurately classify, clear and properly document the adjudication of its drug-related arrest cases that were entered into the STEPs Program.

Staff Recommendation:

Staff recommends approval of the item.

Suggested Motion:

I move to adopt Resolution No. 2023-092; approving and authorizing the Police Chief to execute an agreement between Pima County Superior Court and Marana Police Department to allow the exchange of court information to determine disposition of cases.

Attachments

Resolution No. 2023-092

Exhibit A to Resolution - Agreement

MARANA RESOLUTION NO. 2023-092

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE POLICE CHIEF TO EXECUTE AN AGREEMENT BETWEEN PIMA COUNTY SUPERIOR COURT AND MARANA POLICE DEPARTMENT TO ALLOW THE EXCHANGE OF COURT INFORMATION TO DETERMINE DISPOSITION OF CASES

WHEREAS the Pima County Superior Court's STEPs program (Supportive Treatment and Engagement Program) is an evidence-based, pre-indictment drug diversion court providing short-term targeted treatment to suspects charged with first- or second-time felony drug possession; and

WHEREAS Marana Police Department (MPD) currently has over 50 cases involving suspects arrested for drug-related charges that were entered into the STEPs program; and

WHEREAS MPD is currently unable to gather necessary information regarding disposition of cases entered into the STEPs program so that MPD can accurately classify, clear, and properly document adjudication for drug-related arrest cases; and

WHEREAS the agreement between Pima County Superior Court and MPD would allow for the exchange of information to determine the disposition of MPD cases entered into the STEPs program; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into an agreement with Pima County Superior Court to allow the exchange of information to determine disposition of cases entered into the STEPs program.

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

SECTION 1. The agreement between Pima County Superior Court and MPD to allow the exchange of information to determine disposition of cases, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Police Chief 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 agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of September, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Exhibit A to Marana Resolution No. 2023-092

ARIZONA SUPERIOR COURT IN PIMA COUNTY
AND
MARANA POLICE DEPARTMENT

This agreement is between the Superior Court of Pima County, hereafter called the COURT, and Marana Police Department, hereafter called CONTRACTOR enter into this Agreement as provided below:

1. **Purpose** - This Agreement is intended to allow the exchange of information, between the Court and the Marana Police Department. The Marana Police Department intends to gather STEPS program information from the court so it can accurately classify, clear and properly document adjudication for drug related arrest crimes. Currently the Marana Police Department has over 50 cases where a suspect was arrested for drug related charges with no court adjudication knowledge of the cases because the defendants were entered into the STEPS program. The Marana Police Department intends to mine the information provided so it can cross reference our "open" cases so a disposition can be attached and the cases can be closed.

2. **Effective Date** - This Memorandum of Understanding (MOU) shall begin upon execution and shall terminate on September 30, 2024, unless the parties mutually agree upon an extension.

3. Because STEPS program information is not separated by arresting agency or arresting agency case report number, the Marana Police Department requests information for all STEPS program defendants. Once this list is received, the Marana Police Department will cross reference defendant names and submit the Marana Police Department specific cases back to the Court to gather adjudication/STEPS completion or failure information. This information will allow the Marana Police Department to add proper disposition or seek further prosecution to its drug association cases with no known disposition.

   The parties shall meet and agree to the methods of how the data exchanges will occur. Examples of methods include but are not limited to the following: phone call, Teams call, and encrypted email. The parties' final agreement regarding the methods of exchanging data shall be included in the collaborative protocols or as an exhibit to this agreement.

   Data element reporting is limited to only STEPS program and defendant information available at the time of report generation. Some data elements may not be available at all due to lack of participant disclosure; other data elements are dynamic and may change over time.

4. **Payment** – Not applicable

5. **Confidentiality of Records -**The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules, and regulations concerning confidentiality, in particular, A.R.S. § 8-807, and Rule 123, Rules of the Supreme Court. Contractor has procedures and controls which allow the distinction between confidential records and records that must be disclosed under public records law. The Court will assist Contractor in making this distinction in response to a public records

request for Court records. Contractor also agrees that personally identifiable records and information (PII) identified or obtained as part of the data and information sharing process shall be deemed to be confidential and shall not be divulged to the public, unless authorized by the Court or required by law. Dissemination to public or private entities or offices shall only occur as stated in this Agreement or required by law.

6. Insurance – Pima County Superior Court is insured by the State of Arizona Department of Administration Risk Management Division. The Town of Marana is insured by the Arizona Municipal Risk Retention Pool.

7. Cancellation. This Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511. Either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement, on behalf of the party canceling the agreement is, at any time while this Agreement or any extension is in effect, an employee or agent of the other party with respect to the subject matter of this Agreement.

8. Waiver. None of the provisions of the Agreement may be waived, changed, or altered except in writing signed by both parties.

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

10. Records. Pursuant to A.R.S. §§ 35-214 and 35-215, Contractor shall retain all data books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the state of Arizona at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

11. Non-Discrimination. The parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

12. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Arizona.

13. Dispute Resolution. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extend required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

17. Special Terms and Conditions for Records Access Agreements. Contractor agrees to the following:

A. Duty to protect records. Contractor shall protect the data from unauthorized access and misuse and shall ensure the security and confidentiality of any data that are sealed or closed by rule 123 or any other rule or law.

B. Unauthorized re-dissemination prohibited. Contractor will not copy or re-disseminate any data that are sealed or closed by rule or law other than for the stated purposes.

C. Commercial use prohibited. Contractor will not use the data to sell a product or service to an individual or the general public.

D. Employee training. Contractor will inform its employees of the requirements imposed by applicable federal and state laws, rules, and terms of this Agreement.

E. Correcting data errors. If requested by the individual who is the subject of any data provided, Contractor will cooperate with the individual and the Court in correcting any inaccurate or incomplete records provided by the Court. Contractor will notify Court of any data inaccuracies identified by Contractor.

F. Response to public records requests. Contractor agrees to consult with the Court prior to releasing any data provided under this Agreement in response to a public records request.

G. Merging records. Prior to merging any data obtained from the Court with other data concerning an individual or organization, Contractor will ensure there is sufficient identifying information to reasonably conclude that the data concerns the same individual or organization.

H. Change management. The parties shall agree on a change management process and allocation of responsibilities for ensuring any unilateral software modifications do not disrupt the ongoing exchange of electronic case record information.

I. Compliance with audits and investigations. Contractor agrees that the Court may audit Contractor's compliance with the terms and conditions of this Agreement and that Contractor will permit the Court's use of and access to the data provided**.**

J. Assignment – The parties shall agree on how the records or data will be exchanged, and if done so electronically, the format, timing, and frequency of exchanges.

K. Release of records - All applicable rules and laws pertaining to the release of the records and data have been disclosed by the parties.

18. Entire Understanding -This Agreement contains the entire understanding of the parties. There are no representations or other provisions other than those contained herein, and every amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

19. Notice - Notice required pursuant to the terms of this Contract shall be in writing and shall be directed to the Court's contract administrator and Contractors representative at the addresses specified immediately below or to such other persons or addresses as either party may designate to the other party by written notice. Notice shall be delivered in person or by certified mail, return receipt requested.

Notice to the Court:	Notice to the Contractor:
Arizona Superior Court in Pima County 110 W. Congress Tucson, Arizona 85701 Attn: Adam Redding Contract and Procurement Manager	Marana Police Department 11555 West Civic Center Drive Marana, AZ 85653 Attn: Police Chief Reuben Nunez

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS INSTRUMENT BY PROPER PERSONS THEREUNTO DULY AUTHORIZED SO TO DO THE DAY AND YEAR FIRST BELOW WRITTEN.

ARIZONA SUPERIOR COURT

_____	_____
Hon. Jeffrey T. Bergin, Presiding Judge	Interim Chief Roberto Jimenez, Marana Police Dept.
Date: _____	Date: _____

Council-Regular Meeting **C9**

Meeting Date: 09/19/2023

To: Mayor and Council

Submitted For: George Cardieri, Real Property Manager

From: George Cardieri, Real Property Manager

Date: September 19, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-093: Relating to Real Estate; accepting the offer of just compensation from Pima County for additional property rights needed for the Continental Ranch Regional Pump Station Force Main Augmentation Project and authorizing the Town Engineer to execute the Acquisition Agreement, conveyance instruments, and any and all other associated documents (George Cardieri)

Discussion:

The Town of Marana owns various properties in the vicinity of the Crossroads at Silverbell District Park and the Santa Cruz River Park. Pima County needs to acquire additional property rights from the Town in that vicinity for the Continental Ranch Regional Pump Station Force Main Augmentation Project, which increases sewer conveyance capacity and adds redundancy between Pima County's Continental Ranch Regional Pump Station and Pima County's Tres Rios Wastewater Reclamation Facility. Pima County has presented the Town an offer of just compensation in the amount of $148,400.00, based on an independent appraisal of the property rights needed for the project, and has prepared an Acquisition Agreement and conveyance instruments for execution by the Town.

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

Financial Impact:

If approved, the sale of property rights to Pima County will generate $148,400.00 in sales proceeds to the Town.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2023-093, authorizing the Town Engineer, on behalf of the Town, to execute the Acquisition Agreement, conveyance instruments, and any and all other associated documents as requested by Pima County for the Continental Ranch Regional Pump Station Force Main Augmentation Project.

Suggested Motion:

I move to adopt Resolution No. 2023-xxx, accepting the offer of just compensation from Pima County for additional property rights needed for the Continental Ranch Regional Pump Station Force Main Augmentation Project and authorizing the Town Engineer to execute the Acquisition Agreement, conveyance instruments, and any and all other associated documents.

Attachments

Resolution No. 2023-093

Exhibit A to Resolution - Acquisition Agreement

Public Sewer Easement

Project Information

MARANA RESOLUTION NO. 2023-093

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

WHEREAS the Town of Marana owns various properties in the vicinity of the Crossroads at Silverbell District Park and the Santa Cruz River Park; and

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

WHEREAS Pima County has presented the Town an offer of just compensation in the amount of $148,400.00, based on an independent appraisal of the property rights needed for the project, and has prepared an Acquisition Agreement and conveyance instruments for execution by the Town; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the offer of just compensation from Pima County for the property rights needed for its Continental Ranch Regional Pump Station Force Main Augmentation Project is hereby accepted, the Acquisition Agreement attached to this resolution and incorporated by this reference as Exhibit A is hereby approved, and the Town Engineer is hereby directed and authorized to execute the Acquisition Agreement, conveyance instruments, and any other documentation associated with the agreement.

BE IT FURTHER RESOLVED THAT the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 19th day of September 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

ADV Contract Number _____

PIMA COUNTY
REAL PROPERTY

ACQUISITION AGREEMENT
FOR PERMANENT EASEMENT

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

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

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

1.3. Purchase Price: the sum of One Hundred Forty-Eight Thousand Four Hundred Dollars ($148,400.00)

1.4. Buyer's Maximum Costs: the Buyer's share of Closing Costs, which shall not exceed Two Thousand Five Hundred Dollars ($2,500.00)

1.5. Title Company: Stewart Title & Trust of Tucson, Diane Wooster, Escrow Officer, 6831 N. Oracle Road, #101, Tucson, AZ 85704; Phone: (520) 917-6114; E-mail: diane.wooster@stewart.com

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

1.7. Permanent Easement Area: the area within the parcel of real property described in **Exhibits A, B, C, D & E** and depicted in **Exhibits A-1, B-1, C-1, D-1 & E-1.**

1.8. Exceptions to Title: **Exhibit F** lists all Reported Exceptions to Title. Items 12 & 13 shall be removed from the title exceptions prior to closing with the remaining listed exceptions being "**Approved Exceptions**".

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

1.10. Buyer's Address: Director, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: jeffrey.teplitsky@pima.gov

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

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

3.1. A Permanent Easement, in, on, over, under, across and through the Permanent Easement Area;

3.2. The right for Buyer, its agents and contractors, to enter upon the Permanent Easement Area (the **"ROE"**) prior to closing to inspect the Permanent Easement Area and to conduct other non-ground-disturbing activities, provided that such activities do not unduly disturb Seller's use of the Permanent Easement Area.

3.3. The right, if necessary, to adjust driveway grades on the Permanent Easement Area to match the grade of County improvements.

4. **Seller's Warranties**

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

4.2. Wells and Water Rights. Seller warrants that there are no wells on or water rights associated with the Permanent Easement Area, except as specifically identified on **Exhibit G** attached.

4.3. Underground Improvements. Seller warrants that there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or other underground improvements on the Permanent Easement Area, except as specifically identified on **Exhibit H** attached.

5. **Closing Costs.**

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

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

5.1.2. Buyer will pay for a Standard Owner's Title Insurance Policy for the Permanent Easement, in the amount of the Purchase Price.

5.1.3. Buyer will pay a reasonable fee for any necessary Consents to Easement for secured liens.

5.1.4. Buyer may, at its sole discretion, pay other reasonable fees or costs related to the Closing.

5.1.5. Seller will pay for any necessary consents to easement of any unsecured liens and/or the cost to establish free and clear marketable title to the Permanent Easement Area.

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

6. **Escrow and Title.**

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

6.2. Title Commitment. Escrow Agent will distribute to the Parties a Commitment for Standard Owner's Title Insurance (the "**Commitment**") together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of title insurance.

6.3. Amended Commitment. In the event Title Company should issue an Amended Commitment for Title Insurance which discloses an exception(s) not previously

disclosed, Buyer shall have fifteen (15) days after the receipt of the Amended Commitment and the new Exceptions (the "**Disapproval Period**") within which to notify Seller and the Escrow Agent in writing of Buyer's disapproval of any new exceptions shown thereon (the "**Disapproval Notice**"). In the event of such disapproval, Seller shall have ten (10) days from receipt of the Disapproval Notice in which to notify Buyer in writing whether Seller intends to eliminate each of the disapproved Exceptions prior to the Closing (the "**Notice Period**"). If Seller fails to notify Buyer of its intent with respect to the disapproved items within that time or if Seller elects not to cure all disapproved items, Buyer may terminate this Agreement and the Escrow will be canceled. If the Amended Commitment is issued less than fifteen (15) days prior to the date of the Closing, then the date of the Closing is extended until the end of the Disapproval Period and the Notice Period, if applicable.

6.4. Title Policy is Condition to Closing. Buyer's obligation to Close is contingent upon Title Company being prepared to issue a Standard Owner's Title Insurance Policy for the Permanent Easement in the amount of the Purchase Price, subject only to the Approved Exceptions and the standard printed exceptions in the policy; provided however, notwithstanding the approval of the exceptions by Buyer, prior to Closing all monetary liens and encumbrances on the Fee Property will be released and/or consent(s) will be granted by the lienholder(s) for the Permanent Easement, unless this Agreement expressly provides for the prorating of any such lien or encumbrance.

6.5. Seller's Title Obligation. Seller is hereby obligated to provide Buyer free and clear marketable title subject only to the Buyer's Approved Exceptions. Seller shall cause all exceptions to title not approved by Buyer to be removed prior to Closing.

7. **Closing.**

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

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

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

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

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

7.3.1. An Easement in the form of **Exhibit I**, granting to Buyer a permanent easement in, on, over, under, across and through the Permanent Easement Area;

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

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

8. **Seller's Covenants**.

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

8.2. No Encumbrances. Seller shall not encumber the Permanent Easement Area with any lien that Seller will be unable to cause to be released or consented to by the lender before Closing, and Seller shall not be entitled to sell or exchange all or any portion of the Permanent Easement Area before Closing without the prior written approval of Buyer; provided, however, that any such sale will be conditioned upon a written assumption by Buyer thereof of the obligations of Seller under this Agreement, and there will be no novation of Seller with respect to its obligations under this Agreement. From and after the Effective Date through the Closing, Seller will not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Permanent Easement Area. The recording of any such covenant, deed restriction, or other encumbrance, is a material breach of this Agreement and entitles Buyer to terminate this Agreement.

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

9. **Environmental.**

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

9.2. Environmental Inspection Rights**.**

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

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

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

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

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

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

Exhibits A, B, C, D & E	**Permanent Easement Area**
Exhibits A-1, B-1, C-1, D-1 & E-1	**Depiction of Permanent Easement Area**
Exhibit F	**Reported Exceptions to Title**
Exhibit G	**Seller Disclosure of Water Rights**
Exhibit H	**Seller Disclosure of Underground Improvements**
Exhibit I	**Form of Permanent Easement**

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

13.1. Notices.

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

13.1.2. *Receipt*. If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of seventy-two (72) hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice

was given is deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other parties, in writing and given in accordance with this Section, a different address for service of notice.

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

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

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

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

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

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

13.8. Attorney's Fees and Costs. In any action brought by a Party to enforce the obligations of any other Party, the prevailing Party is entitled to collect from the opposing Party to such action such Party's reasonable litigation costs and attorney's fees and expenses, including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation in addition to all other relief, all of which will be set by a judge and not by a jury, to which the prevailing Party may be entitled.

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

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

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

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

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

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

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

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SELLER'S APPROVAL AND ACCEPTANCE:

TOWN OF MARANA, an Arizona municipal corporation

_____ _____

Ed Honea, Mayor Date

ATTEST:

_____ _____

Town Clerk Date

APPROVED AS TO CONTENT:

_____

Town Engineer

_____

Town Parks and Recreation Director

APPROVED AS TO FORM:

_____

Town Attorney

BUYER'S APPROVAL AND ACCEPTANCE:

PIMA COUNTY, a political subdivision of the State of Arizona

_____ _____

Terri Spencer, Procurement Director Date

RECOMMENDATIONS FOR APPROVAL:

_____

Dana Hausman, Acquisition Agent

_____ _____

Jeffrey Teplitsky, Director, Real Property Services Date

_____ _____

Carmine DeBonis, Jr., Deputy County Administrator Date

APPROVED AS TO FORM

_____ _____

Rachelle Barr, Deputy County Attorney Date

RPS Acq-0836

Geomatics Consulting Group
1745 W. Deer Valley Rd. – Suite 118 - Phoenix, AZ 85027

EXHIBIT 'A'
LEGAL DESCRIPTION

A 30-foot wide strip of land within that parcel described in Pima County Records Sequence Number 2010-0110506 within Section 21, Township 12 South, Range 12 East of the Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a brass cap stamped "RLS 28745" at the centerline intersection of Sunset Mountain Dr and Scarlet Canyon Dr in the Parcel 28 Continental Ranch Lots 1 Thru 162 Subdivision recorded at Map Book 48, Page 65 of Pima County Records, from which a brass cap stamped "RLS 28745" bears S26°23'50"E 460.68 feet at the centerline intersection of Mesquite River Dr and Scarlet Canyon Dr, being the Basis of Bearings;

thence S51°22'56"E 538.65 feet to the north end of the centerline of said strip easement on the property line of said parcel and POINT OF BEGINNING;

thence S26°24'18"E 26.24 feet;

thence S29°10'47"E 95.51 feet to the south line of said parcel and end of strip easement, the sidelines of which being lengthened or shortened so as to terminate on adjoining sidelines and on the parcel lines;

containing approximately 0.084 acre.

END OF DESCRIPTION

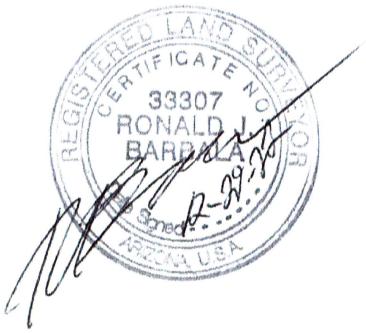
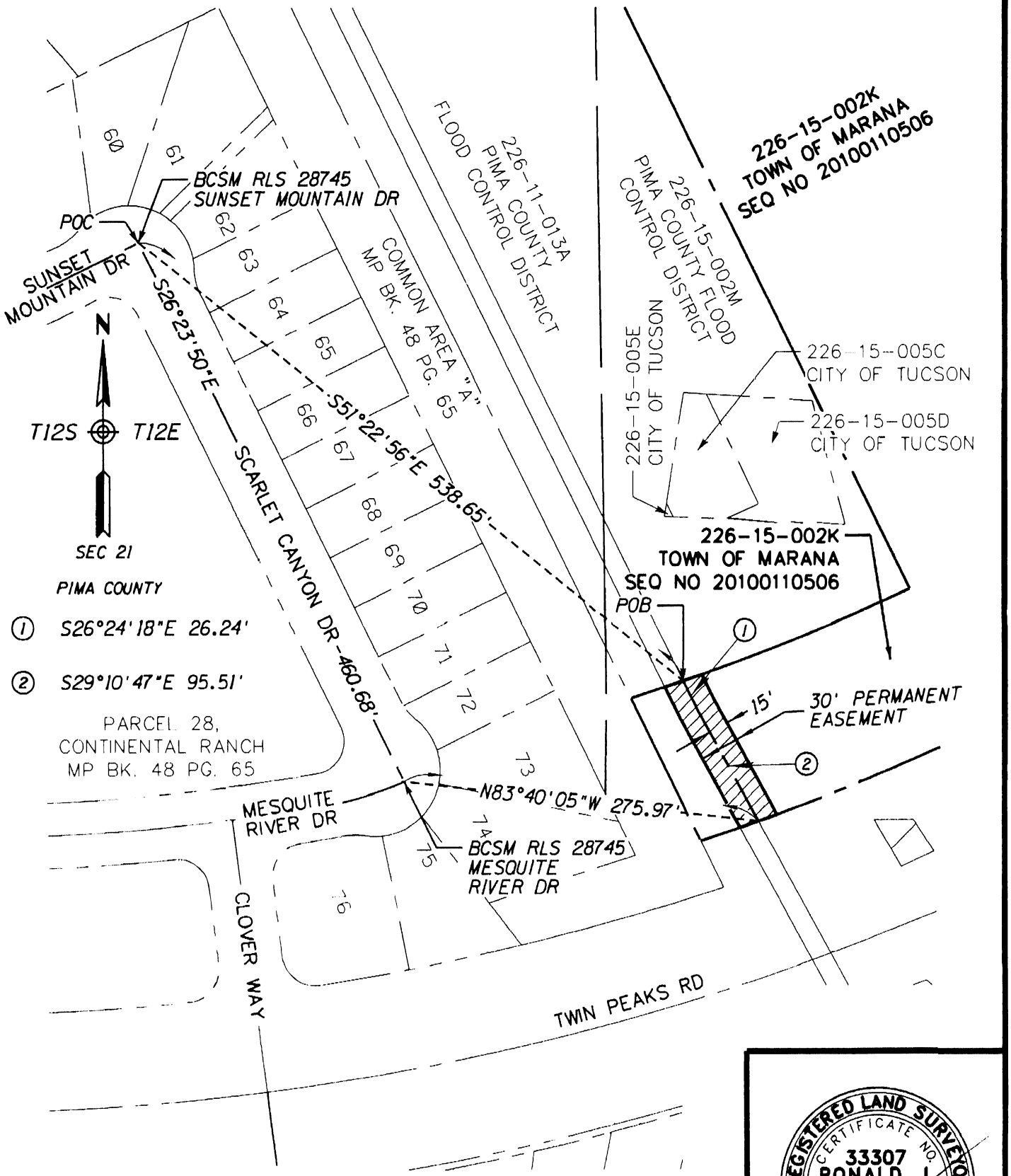


EXHIBIT "A-1"



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

P:\PROJECTS\211582 CRRPS Force Main\BENTLEY\DGN\226-15-002K.dgn

PROJECT: 211582 CRRPS Force Main	LOCATION: PIMA COUNTY
Geomatics Consulting Group 1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027 623.580.0921	SURVEY / DATE:
	DRAWN / DATE: J DAVIS/ 7/2022
	SHEET: 1 OF 1 ESMT APN 226-15-002K

Geomatics Consulting Group
1745 W. Deer Valley Rd. – Suite 118 - Phoenix, AZ 85027

EXHIBIT 'B'
LEGAL DESCRIPTION

A portion of land within in Common Area "A1" of the Parcel 3 Continental Ranch-Resubdivision Lots 1 thru 164, Common Areas A1 thru A8, Pima County Records Book 50 Page 11 within Section 27, Township 12 South, Range 12 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a 3 inch brass cap at the centerline intersection of Wildomar Dr and Tulare Way in said Subdivision, from which a 3 inch brass cap at the centerline intersection of Arcata Dr and Tulare Way bears S43°36'00"E 341.36 feet, being the Basis of Bearings;

thence N22°28'47"W 265.58 feet to the most northerly corner of Lot 23 of said Subdivision and POINT OF BEGINNING;

thence N18°32'33"E 5.86 feet along the boundary line of said Subdivision;

thence N81°39'01"E 27.29 feet;

thence departing said boundary line S47°07'47"E 4.55 feet;

thence S53°22'09"E 393.25 feet;

thence S70°09'27"E 73.78 feet;

thence S52°51'33"E 74.73 feet to the boundary line of said Subdivision;

thence S40°31'07"W 24.67 feet along said boundary line;

thence departing said boundary line N51°53'01"W 48.79 feet;

thence N70°09'27"W 99.70 feet to the boundary line of Lot 26 of said Subdivision;

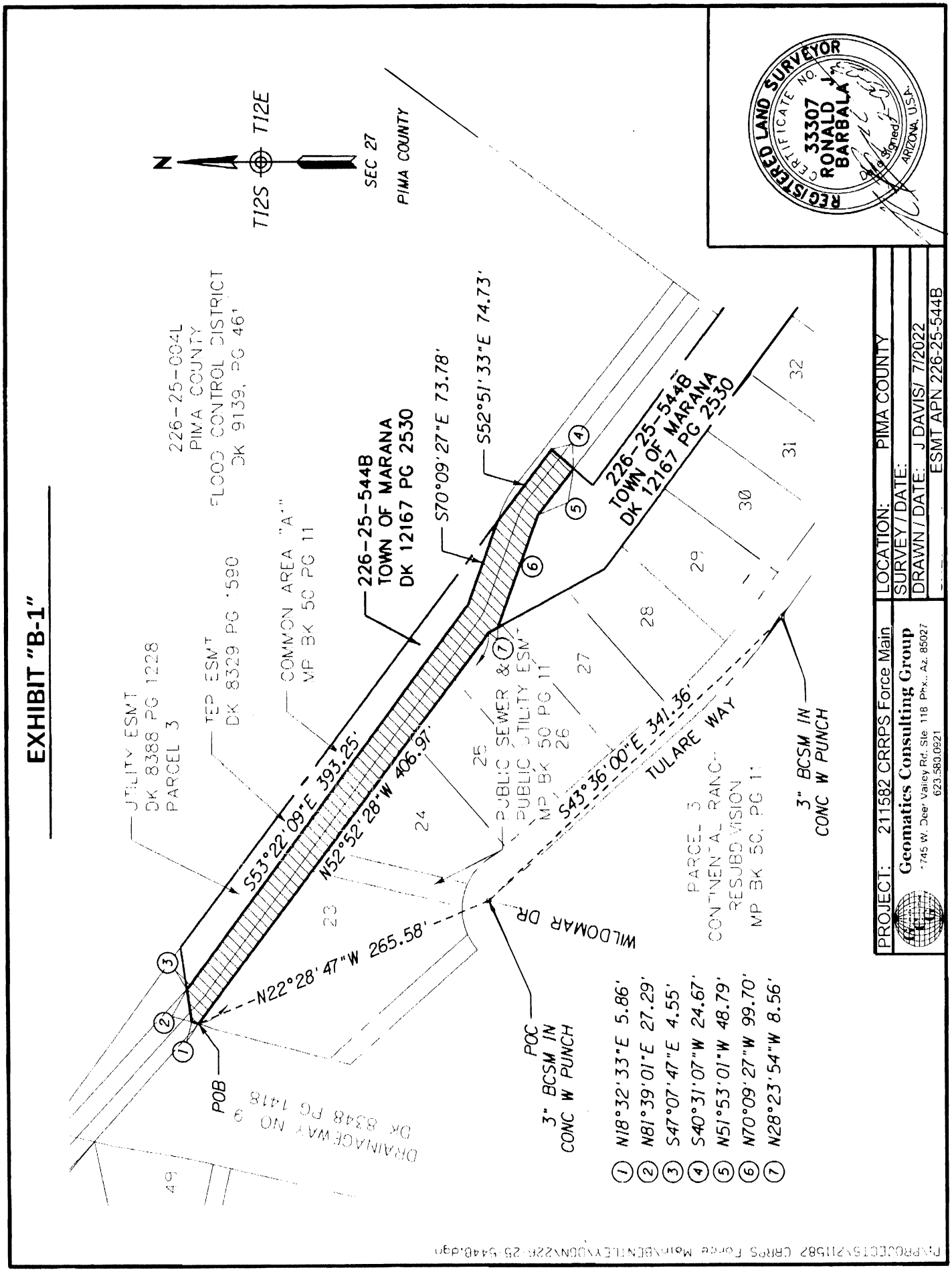
thence N28°23'54"W 8.56 feet along said boundary line;

thence N52°52'28"W 406.97 feet to the POINT OF BEGINNING;

containing approximately 0.340 acre.

END OF DESCRIPTION




EXHIBIT "B-1"
T12S T12E
SEC 27
PIMA COUNTY
226-25-544B
TOWN OF MARANA
DK 12167 PG 2530
S70°09'27"E 73.78'
S52°51'33"E 74.73'
S53°22'09"E 393.25'
N52°52'28"W 406.97'
S43°36'00"E 341.36'
N22°28'47"W 265.58'
POB
POC
3" BCSM IN
CONC W PUNCH
WILDOMAR DR
TULARE WAY
226-25-004L
PIMA COUNTY
FLOOD CONTROL DISTRICT
DK 9139, PG 461
UTILITY ESMT
DK 8388 PG 1228
PARCEL 3
TEP ESMT
DK 8329 PG 590
COMMON AREA "A"
MP BK 50 PG 11
PUBLIC SEWER & PUBLIC UTILITY ESMT
MP BK 50 PG 11
PARCEL 3
CONTINENTAL RANCH
RESUBDIVISION
MP BK 50, PG 11
DRAINAGE WAY NO. 9
DK 8348 PG 1418
① N18°32'33"E 5.86'
② N81°39'01"E 27.29'
③ S47°07'47"E 4.55'
④ S40°31'07"W 24.67'
⑤ N51°53'01"W 48.79'
⑥ N70°09'27"W 99.70'
⑦ N28°23'54"W 8.56'
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 33307
RONALD J. BARBALATA
ARIZONA, U.S.A.
PROJECT: 211582 CRRPS Force Main
LOCATION: PIMA COUNTY
SURVEY / DATE:
DRAWN / DATE: J DAVIS/ 7/2022
ESMT APN 226-25-544B
Geomatics Consulting Group
745 W. Dee Valley Rd. Ste 118 Phx., Az. 85027
623.580.0921
P:\PROJECTS\211582 CRRPS Force Main\BENTLEY\DGN\226-25-544B.dgn

WOOD PATEL
2051 West Northern Ave, Suite 100
Phoenix, Arizona 85021

EXHIBIT 'C'
LEGAL DESCRIPTION

A portion of the parcel described in Docket 12988 Page 2808 of Pima County Records within Section 35, Township 12 South, Range 12 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a brass cap in the centerline intersection of Cortaro Rd and Courtney Page Way from which a brass cap bears S33°30'06"W 2739.27 feet at the centerline intersection of Cortaro Rd and Silverbell Rd, being the Basis of Bearings;

thence S9°08'24"E 2182.74 feet to the west boundary line of said parcel and POINT OF BEGINNING;

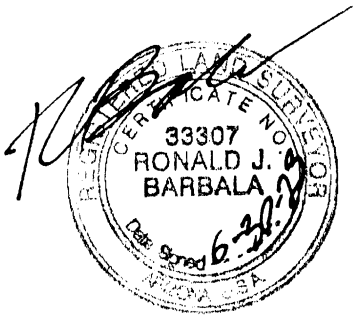
thence S21°38'11"E 14.19 feet to the south boundary of said parcel;

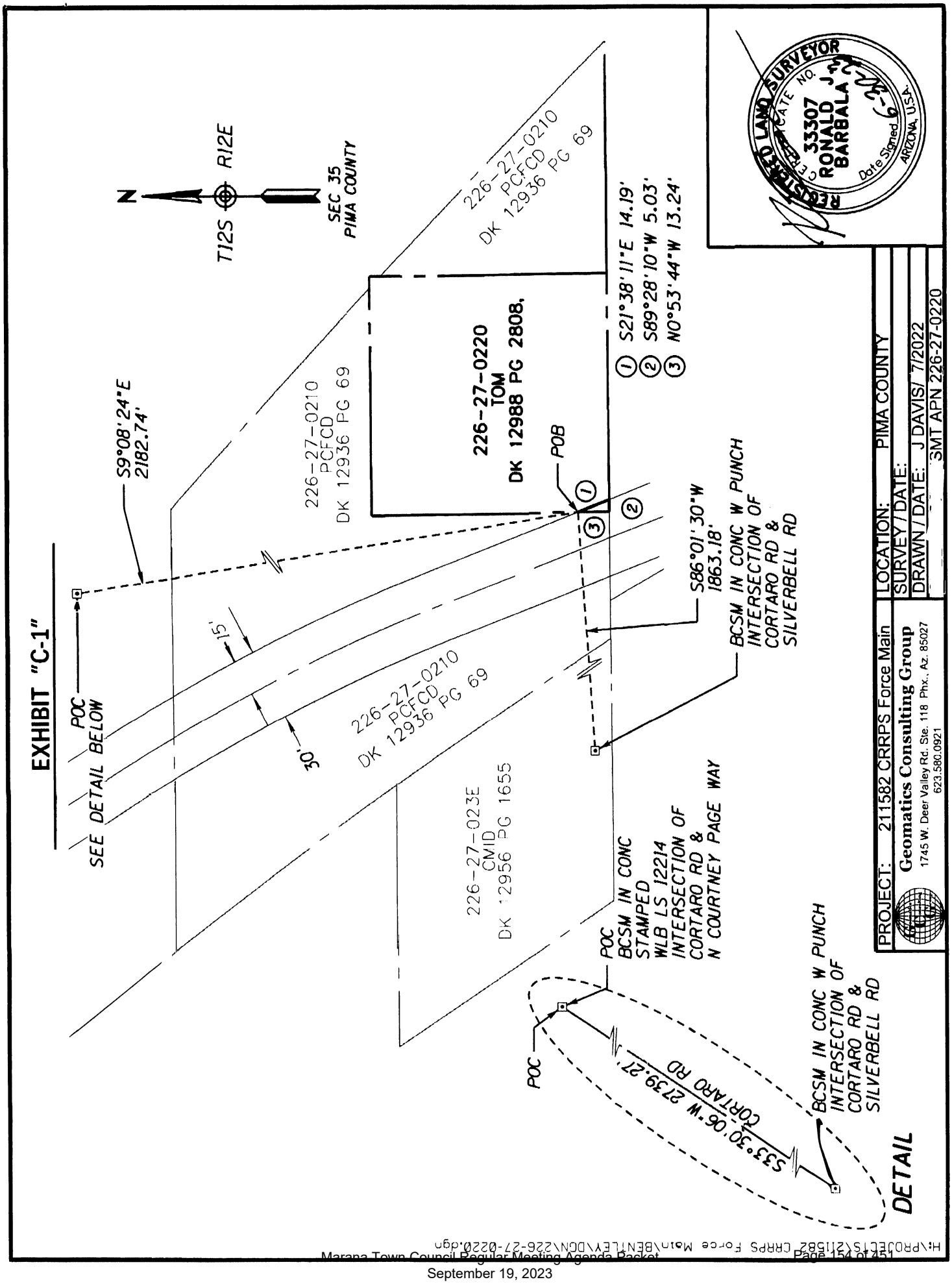
thence S89°28'10"W 5.03 feet to the southwest corner of said parcel;

thence N0°53'44"W 13.24 feet to the POINT OF BEGINNING;

containing approximately 33 square feet.

END OF DESCRIPTION




EXHIBIT "C-1"
N
T12S R12E
SEC 35
PIMA COUNTY
POC
SEE DETAIL BELOW
S9°08'24"E
2182.74'
226-27-0210
PCFCD
DK 12936 PG 69
226-27-0220
TOM
DK 12988 PG 2808.
POB
① S21°38'11"E 14.19'
② S89°28'10"W 5.03'
③ N0°53'44"W 13.24'
S86°01'30"W
1863.18'
BCSM IN CONC W PUNCH
INTERSECTION OF
CORTARO RD &
SILVERBELL RD
15'
30'
226-27-023E
CMID
DK 12956 PG 1655
POC
BCSM IN CONC
STAMPED
WLB LS 12214
INTERSECTION OF
CORTARO RD &
N COURTNEY PAGE WAY
S33°30'06"W 2139.21'
CORTARO RD
BCSM IN CONC W PUNCH
INTERSECTION OF
CORTARO RD &
SILVERBELL RD
DETAIL
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33307
RONALD J.
BARBALA
Date Signed 6-2-22
ARIZONA, U.S.A.
PROJECT: 211582 CRRPS Force Main
LOCATION: PIMA COUNTY
SURVEY/DATE:
DRAWN/DATE: J DAVIS/ 7/2022
SMT APN 226-27-0220
Geomatics Consulting Group
1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027
623.580.0921
H:\PROJECTS\211582 CRRPS Force Main\BENTLEY\DGN\226-27-0220.dgn

WOOD PATEL
2051 West Northern Ave, Suite 100
Phoenix, Arizona 85021

EXHIBIT 'D'
LEGAL DESCRIPTION

A portion of the parcel described in instrument number 2017-1210051 of Pima County Records within Section 35, Township 12 South, Range 12 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a brass cap in the centerline intersection of Cortaro Rd and Courtney Page Way from which a brass cap bears S33°30'06"W 2739.27 feet at the centerline intersection of Cortaro Rd and Silverbell Rd, being the Basis of Bearings;

thence S8°45'02"E 2252.35 feet to the northerly most point of said portion on the boundary line of said parcel and POINT OF BEGINNING;

thence southeasterly 260.63 feet along said boundary line along a curve to the right with a radial bearing of S60°56'47"W, a radius of 2310.58 feet thru a central angle of 6°27'47";

thence S22°35'36"E 203.06 feet to a tangential curve to the left with a radius of 2565.33 feet;

thence southeasterly 159.21 feet along said curve thru a central angle of 3°33'21";

thence departing said boundary line S21°38'11"E 75.69 feet to a non-tangential curve to the left with a radial bearing of N68°01'02"E and a radius of 1690.00 feet;

thence southeasterly 673.64 feet along said curve to the left thru a central angle of 22°50'18";

thence S44°52'49"E 186.36 feet to the boundary line of said parcel;

thence S22°05'21"W 32.60 feet along said boundary line;

thence departing said boundary line N44°52'49"W 199.12 feet to a non-tangential curve to the right with a radial bearing of N45°10'42"E and a radius of 1720.00 feet;

thence northwesterly 685.71 feet along said curve thru a central angle of 22°50'31";

thence N21°38'11"W 697.61 feet to the POINT OF BEGINNING;

containing approximately 0.914 acres;

END OF DESCRIPTION

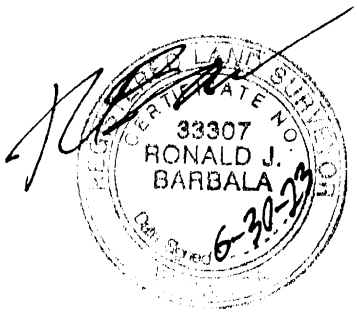
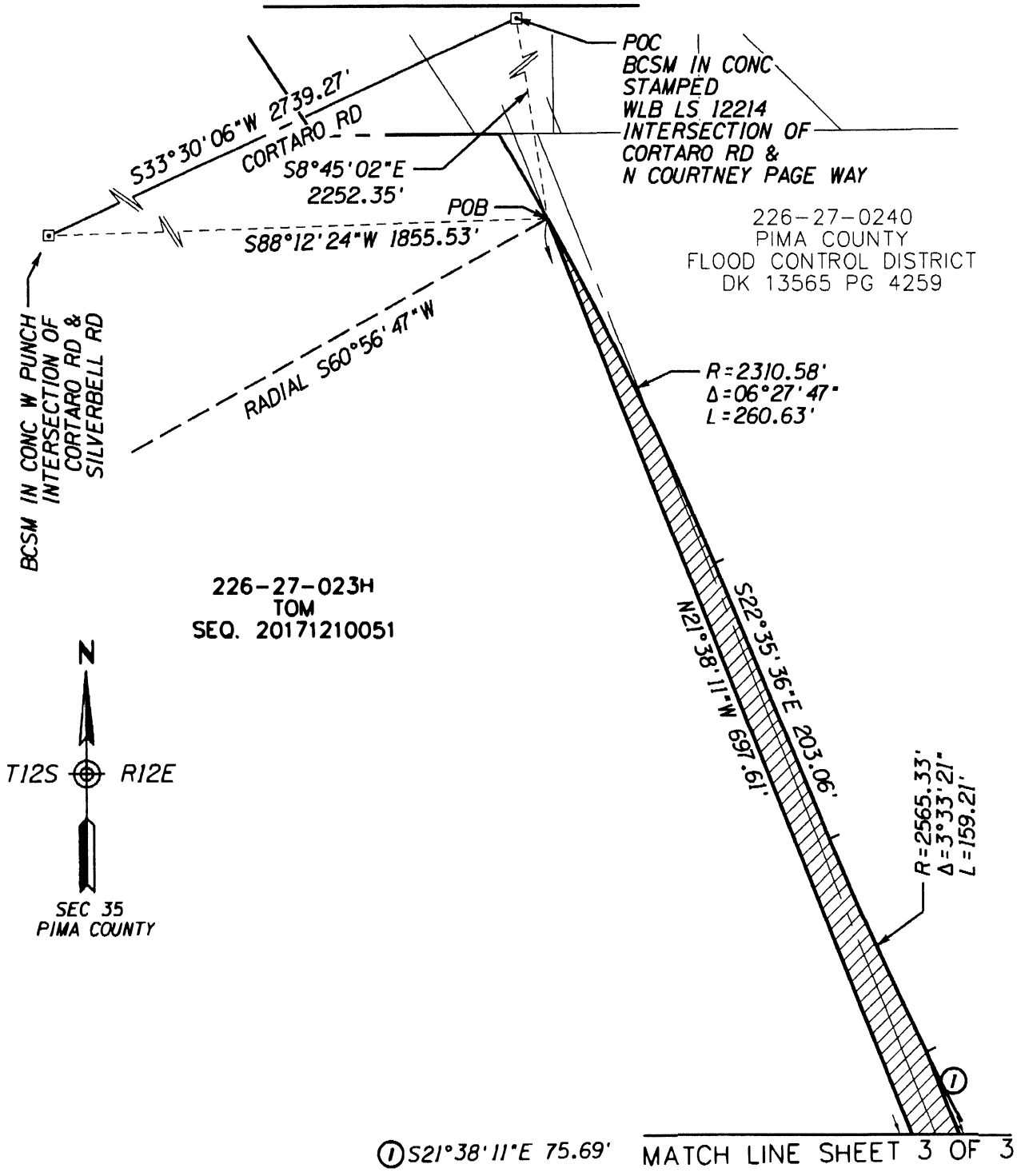


EXHIBIT D-1

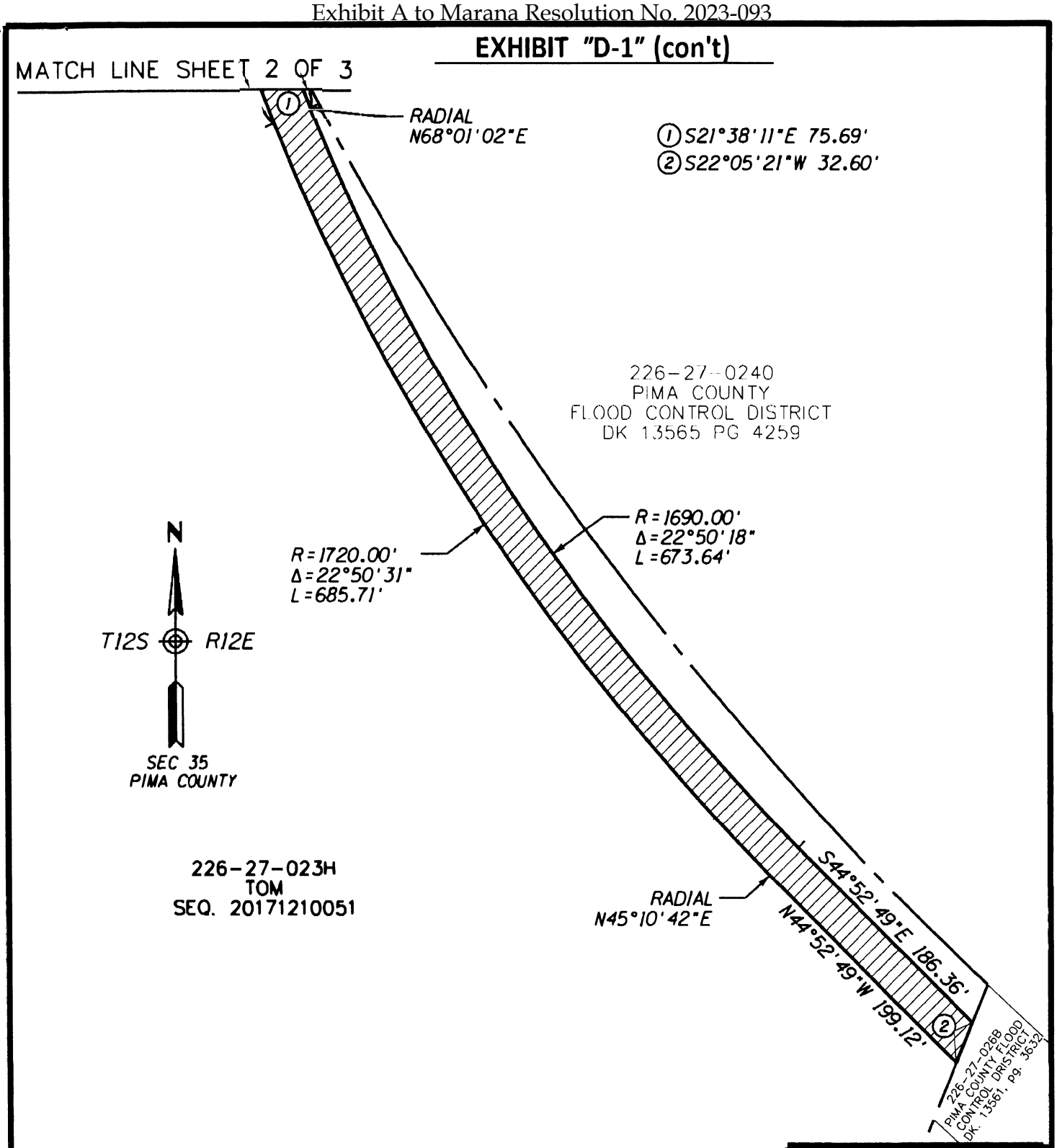


REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33307
RONALD J.
BARBALA
Date Signed 6-30-23
ARIZONA, U.S.A.

H:\PROJECTS\211582 CRRPS Force Main\BENTLEY\DGN\226-27-023H-SHEET-A.dgn

PROJECT: 211582 CRRPS Force Main	LOCATION: PIMA COUNTY
Geomatics Consulting Group 1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027 623.580.0921	SURVEY / DATE:
	DRAWN / DATE: J DAVIS/ 7/2022
	ESMT APN 226-27-023H

EXHIBIT "D-1" (con't)



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33307
RONALD J.
BARBALA
Date Signed 6-30-23
ARIZONA, U.S.A.

H:\PROJECTS\211582 CRRPS Force Main\BENTLEY\DGN\226-27-023H-SHEET-B.dgn

PROJECT: 211582 CRRPS Force Main	LOCATION: PIMA COUNTY
Geomatics Consulting Group 1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027 623.580.0921	SURVEY / DATE:
	DRAWN / DATE: J DAVIS/ 7/2022
	ESMT APN 226-27-023H

WOOD PATEL
2051 West Northern Ave, Suite 100
Phoenix, Arizona 85021

EXHIBIT 'E'
LEGAL DESCRIPTION

A portion of the parcel described in Docket 12167 Page 2530 of Pima County Records within Section 27, Township 12 South, Range 12 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a 3 inch brass cap in the center of the cul-de-sac of Plomosa Pl in Parcel 4 of Continental Ranch Subdivision, Lots 1 thru 145, Common Areas A1,A2,B1,B2,D1,D2 recorded at Map Book 48, Page 82 of Pima County Records, from which a 3 inch brass cap bears S48°02'41"E 573.11 feet at the centerline intersection of Plomosa Pl and Kearny Dr, being the Basis of Bearings;

thence S85°29'33"E 344.58 feet to the northerly most point of said easement on the boundary line of said parcel and POINT OF BEGINNING;

thence S49°09'51"E 133.96 feet along said boundary line;

thence departing said boundary line S36°13'23"E 70.78 feet to the;

thence S47°07'47"E 139.84 feet to the south line of said Parcel;

thence along said line S13°46'44"W 32.13 feet;

thence departing said line N49°29'14"W 46.74 feet;

thence N47°07'47"W 111.63 feet;

thence N36°13'23"W 204.20 feet to the POINT OF BEGINNING;

containing approximately 0.197 acres;

END OF DESCRIPTION

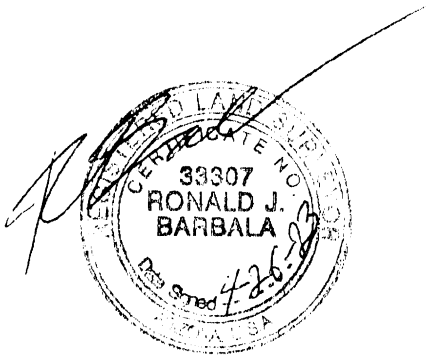
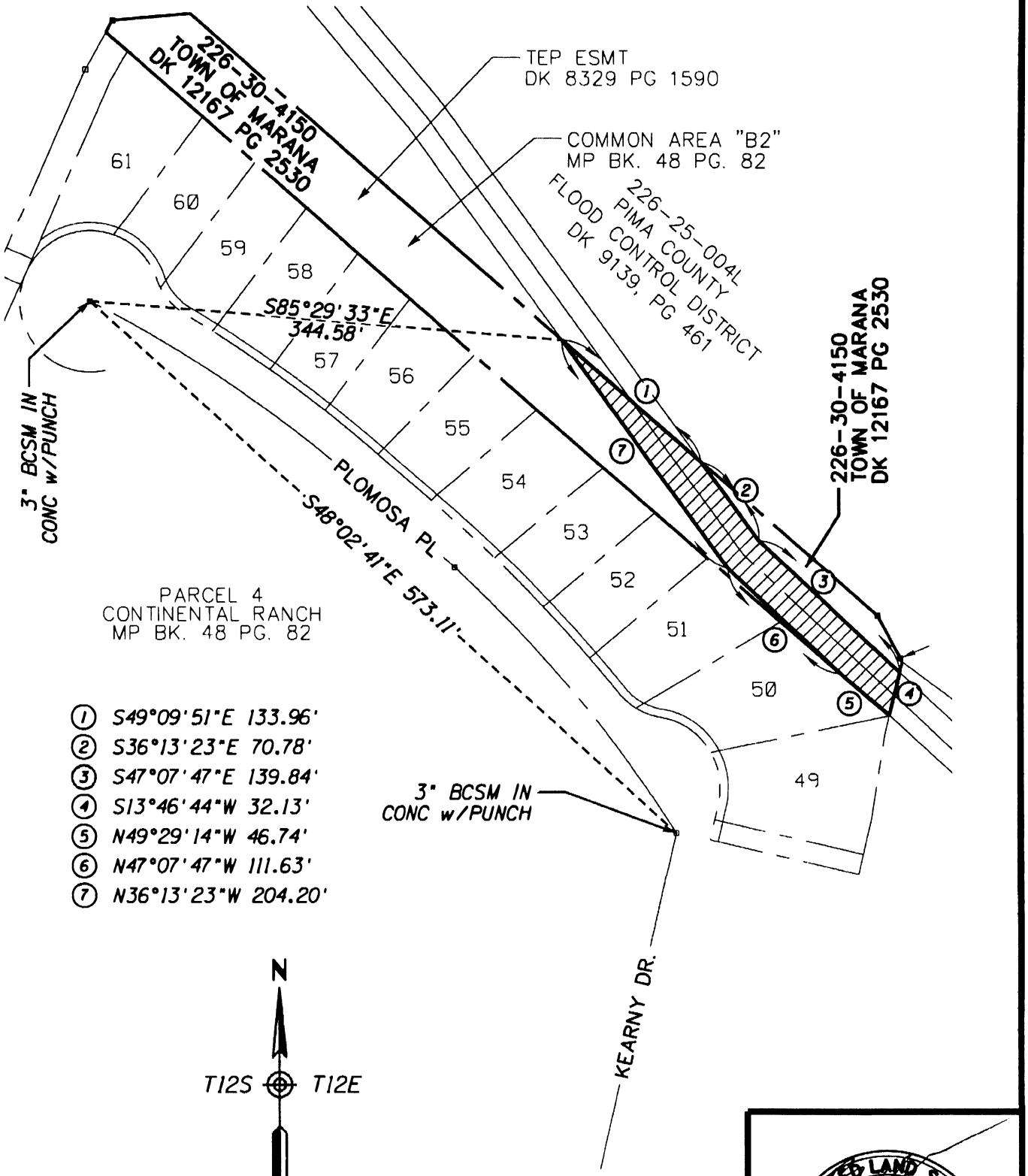


EXHIBIT "E-1"



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33307
RONALD J.
BARBALA
Date Signed 4-26-23
ARIZONA, U.S.A.

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PROJECT: 211582 CRRPS Force Main	LOCATION: PIMA COUNTY
Geomatics Consulting Group 1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027 623.580.0921	SURVEY / DATE:
	DRAWN / DATE: J DAVIS/ 4/2023
	ESMT APN 226-30-4150

EXHIBIT F

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2088187

Exceptions

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

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

NOTE: Exceptions 1 through 9, inclusive and as shown below, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

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

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

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

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

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

6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

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

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

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

11. Rights of parties in possession.

12. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the year 2023.

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

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

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

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

17. Liabilities and obligations imposed upon said land by reason of its inclusion within any district formed pursuant to Title 48 Arizona Revised Statutes.

18. Any easements or rights of way not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

19. Easements, restrictions, reservations and conditions as set forth on the recorded plat of said subdivisions in Book 48 of Maps and Plats at page 82 and in Book 50 of Maps and Plats at page 11 and corrected by Declaration of Scrivener's Error recorded in Docket 10664 at page 1932.

20. LIABILITIES AND OBLIGATIONS imposed upon said land by reason of its inclusion within the following named District:
Cortaro-Marana Irrigation District
Cortaro Water Users Association District
Pima County Flood Control District
Northwest Fire District
Town of Marana General Plan
Continental Ranch Specific Plan

21. THE RIGHTS of the United States of America, the State of Arizona, and/or the public to any portion of the within property lying within the bed, of former bed, of the Santa Cruz River.

22. Any private rights or easements within the road, street or alley abandoned by Resolution or Ordinances.

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

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File No.: 2088187
ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

23. Established and\or existing roads, roadways, rights of way, streets or highways with particular reference to Mamie Kai Road.

24. Water line as disclosed on the recorded plat of Parcels 56, 57 and 72 of Continental Ranch said subdivision recorded in Book 60 of Maps and Plats at page 16.

25. Matters shown on survey recorded and in Sequence No. 2017-0380349

26. Easement for communication facilities and rights incident thereto, as set forth in instrument recorded in Book 103 of Miscellaneous Records, page 225; Partial Release in Docket 10957, page 843

27. Any matters arising from the reservation of all underground percolating waters in Cortaro Water Users Association, as set forth in instrument recorded in Book 314 of Deeds at Page 445, except such water as may be used by owners and inhabitants for domestic purposes as set forth therein. Further excepting liabilities and obligations imposed upon said land by reason of its inclusion within the Cortaro Water Users Association.

28. RIGHTS OF CORTARO-MARANA IRRIGATION DISTRICT to secure additional land on each side of their Right of Way and easements as may be necessary for the proper maintenance of canals, laterals and ditches as set forth in instrument recorded in Book 107 of Miscellaneous Records, page 151.

29. Terms and conditions of that certain Drainage-way Easement and rights incident thereto, as set forth in Docket 999 at page 471.

30. Roadway easement and license to remove minerals and other matters as set forth in Docket 1989, page 341.

31. Terms and conditions of License Agreement in Docket 2443, page 189.

32. Terms, Conditions, Liabilities, and Obligations as set forth in Joint Resolution by Cortaro-Marana Irrigation District and Cortaro Water User's Association recorded in Docket 5670 at page 603.

33. Easement for sewer and utilities, and rights incident thereto, as set forth in instrument recorded in Docket 6733 at page 793.

34. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of Resolution No. 1986-131 recorded in Docket 7830, page 886.

35. Terms, conditions, covenants, restrictions, easements, liabilities and obligations as set forth in Master Sewer Agreement recorded in Docket 8054, page 2344; Assignment and Assumption Agreement recorded in Docket 9426 at page 826 and re-recorded in Docket 9501 at page 1627 and in Docket 10233 at page 2569; Public Sewer Encroachment Agreement in Sequence No. 20120100147.

36. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of Grant of Easement recorded in Docket 8329, page 1590.

37. Easement for electric utility lines, and rights incident thereto, as set forth in instrument recorded in Docket 8364 at page 1184.

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

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File No.: 2088187
ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

38. Easement for public utility, and rights incident thereto, as set forth in instrument recorded in Docket 8338, page 1228.

39. Provisions within Resolution No. 1989-35 re: Santa Cruz Bank Protection recorded in Docket 8490, page 819 and Resolution No. 1990-24 recorded in Docket 8724, page 1350.

40. CERTIFICATE of Grandfathered Groundwater Right recorded in Docket 9863 at page 467.

41. TOWN OF MARANA General Plan recorded in Docket 10529 at page 1892.

42. Terms and conditions of Easement Agreement in Docket 10647, page 424.

43. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of Agreement for Water Service recorded in Docket 10945, Page 1021.

44. Easement for sewer lines and rights incident thereto, as set forth in instrument recorded in Docket 11046, page 377

45. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of Linear Park Agreement recorded in Docket 11375, page 87

46. Reservations as contained in Deed recorded in Docket 11411, page 1616.

47. Provisions within Ordinance No. 9403 recorded in Docket 11441, page 634.

48. Easement for sewer lines and rights incident thereto, as set forth in instrument recorded in Docket 11513, page 856.

49. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements, party walls or assessments, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Docket 11919, page 4923 and re-recorded in Docket 11928, page 6229;
Homeowner's Association Notice recorded in Docket 13261, page 785.

50. Terms, conditions, covenants, restrictions, easements, liabilities and obligations as set forth in Development Agreement in Docket 12201, page 4073; Amended in Docket 13837, page 948; in Docket 12413, page 3567; Ordinance No. 2004-20 in Docket 12413, page 3557.

51. Provisions within Marana Ordinance No. 2003-32 recorded in Docket 12201, page 4187.

52. The effect if any of Easement for utilities and rights incident thereto, as set forth in instrument recorded in Docket 12554, page 263.

53. Easement for water pipe lines and rights incident thereto, as set forth in instrument recorded in Docket 12928, page 2217.

54. Provisions within Ordinance No. 2006-37 recorded in Docket 12956, page 1642.

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File No.: 2088187
ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

55. LICENSE Agreement between Pima County Flood Control District, and the Town of Marana recorded October 21, 2008 in Docket 13417, page 171.

56. Easement for temporary construction, and rights incident thereto, as set forth in instrument recorded in Docket 13434, page 759.

57. Declaration of Restrictive Covenants (Town of Marana/Active Mitigation Area) recorded in Docket 13744 at page 893.

58. Matters shown on survey recorded in Sequence No. 20122080234 of Records of Survey.

59. Terms, conditions, easements, liabilities and/or obligations arising by reason of Public Sewer Easement Encroachment Agreement recorded in Sequence No. 20120100147.

60. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of Pima County Land Use License recorded in Sequence No. 2013-0140313.

61. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of Wastewater Conveyance System Components recoded in Sequence No. 20131780462.

62. Provisions within Marana Resolution No. 2015-018 recorded in Sequence No. 20150750082.

63. Matters as disclosed in surveys recorded in Book 72 of Record of Survey, page 71 and Sequence No. 20170380349.

64. Failure of the Pima County Recorder's Office to disclose a deed to the grantor in Sequence No.20171210051.

65. Terms, conditions, easements, liabilities and/or obligations arising by reason of Agreement for Outgrant for Transmission Line Purposes recorded in Sequence No. 20222290477.

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

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EXHIBIT "G"

Wells & Water Rights Seller's Questionnaire

NO WELLS OR WATER RIGHTS

EXHIBIT "H"

Seller Disclosure of Underground Improvements

NO UNDERGROUND IMPROVEMENTS

EXHIBIT I

PUBLIC SEWER EASEMENT

EXHIBIT ONLY - NOT FOR EXECUTION

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

Grantor may use the Property for any purpose consistent with the exercise of the Easement by County. Grantor agrees to maintain the Easement free of any obstruction or encroachments at all times, that would block or impede County from driving large sewer maintenance vehicles along this Easement to the County Facilities or from constructing, installing, maintaining, repairing, operating or removing the Facilities.

County may, without notice and without prior institution of any suit or proceeding at law, remove any obstruction or encroachment from the Property that blocks or impedes County's vehicular access to its Facilities or limits County's ability to construct, maintain, repair, service, replace and remove County's Facilities. Should the removal of obstructions or encroachments from the Property be necessary to obtain adequate vehicular access or to construct, maintain, repair, service, replace and remove County's Facilities, Grantor shall reimburse County for all associated removal activities.

County may, without notice and without prior institution of any suit or proceeding at law, enter on the Property at any time for the purpose of construction, maintenance, repair, service, replacement and removal of any County Facilities. Following any use of the Property for the above purposes, County will reasonably restore the Property to its general condition existing prior to County's use provided, however, County will not replace, repair, or restore obstructions or encroachments nor shall County reimburse Grantor for losses associated with damage or removal of the obstructions or encroachments. This Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Property and shall be binding upon County and Grantor and their respective successors, heirs, and assigns. Grantor warrants that Grantor has good title to the Property and warrants the County title to and quiet enjoyment of the Easement. Upon execution, the Easement shall be recorded with the Pima County, Arizona, Recorder's Office. The grants, covenants and provisions herein shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties hereto.

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

THIS EASEMENT granted this _____ day of _____, 2023.

TOWN OF MARANA, an Arizona municipal corporation

By: _____

Title: _____

STATE OF ARIZONA)
) §
COUNTY OF PIMA)

This instrument was acknowledged before me this ___ day of _____, 2023, by _____ as _____ of Town of Marana.

_____
Notary Public

(Seal)

EXHIBIT ONLY - NOT FOR EXECUTION

Agent: DH	File No.: Acq-0836	S21, 27 & 35/T12S/R12E	P [X] De [ ] Do [ ] E [ ]

PUBLIC SEWER EASEMENT

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

Grantor may use the Property for any purpose consistent with the exercise of the Easement by County. Grantor agrees to maintain the Easement free of any obstruction or encroachments at all times, that would block or impede County from driving large sewer maintenance vehicles along this Easement to the County Facilities or from constructing, installing, maintaining, repairing, operating or removing the Facilities.

County may, without notice and without prior institution of any suit or proceeding at law, remove any obstruction or encroachment from the Property that blocks or impedes County's vehicular access to its Facilities or limits County's ability to construct, maintain, repair, service, replace and remove County's Facilities. Should the removal of obstructions or encroachments from the Property be necessary to obtain adequate vehicular access or to construct, maintain, repair, service, replace and remove County's Facilities, Grantor shall reimburse County for all associated removal activities.

County may, without notice and without prior institution of any suit or proceeding at law, enter on the Property at any time for the purpose of construction, maintenance, repair, service, replacement and removal of any County Facilities. Following any use of the Property for the above purposes, County will reasonably restore the Property to its general condition existing prior to County's use provided, however, County will not replace, repair, or restore obstructions or encroachments nor shall County reimburse Grantor for losses associated with damage or removal of the obstructions or encroachments. This Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Property and shall be binding upon County and Grantor and their respective successors, heirs, and assigns. Grantor warrants that Grantor has good title to the Property and warrants the County title to and quiet enjoyment of the Easement. Upon execution, the Easement shall be recorded with the Pima County, Arizona, Recorder's Office. The grants, covenants and provisions herein shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Agent: DH	File No.: Acq-0836	S21, 27 & 35/T12S/R12E	P [X] De [ ] Do [ ] E [ ]

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

THIS EASEMENT granted this _____ day of _____, 2023.

TOWN OF MARANA, an Arizona municipal corporation

By: _____

Title: _____

STATE OF ARIZONA)
) §
COUNTY OF PIMA)

This instrument was acknowledged before me this ___ day of _____, 2023, by _____ as _____ of Town of Marana.

_____
Notary Public

(Seal)

Agent: DH	File No.: Acq-0836	S21, 27 & 35/T12S/R12E	P [X] De [ ] Do [ ] E [ ]

Geomatics Consulting Group
1745 W. Deer Valley Rd. – Suite 118 - Phoenix, AZ 85027

EXHIBIT 'A'
LEGAL DESCRIPTION

A 30-foot wide strip of land within that parcel described in Pima County Records Sequence Number 2010-0110506 within Section 21, Township 12 South, Range 12 East of the Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a brass cap stamped "RLS 28745" at the centerline intersection of Sunset Mountain Dr and Scarlet Canyon Dr in the Parcel 28 Continental Ranch Lots 1 Thru 162 Subdivision recorded at Map Book 48, Page 65 of Pima County Records, from which a brass cap stamped "RLS 28745" bears S26°23'50"E 460.68 feet at the centerline intersection of Mesquite River Dr and Scarlet Canyon Dr, being the Basis of Bearings;

thence S51°22'56"E 538.65 feet to the north end of the centerline of said strip easement on the property line of said parcel and POINT OF BEGINNING;

thence S26°24'18"E 26.24 feet;

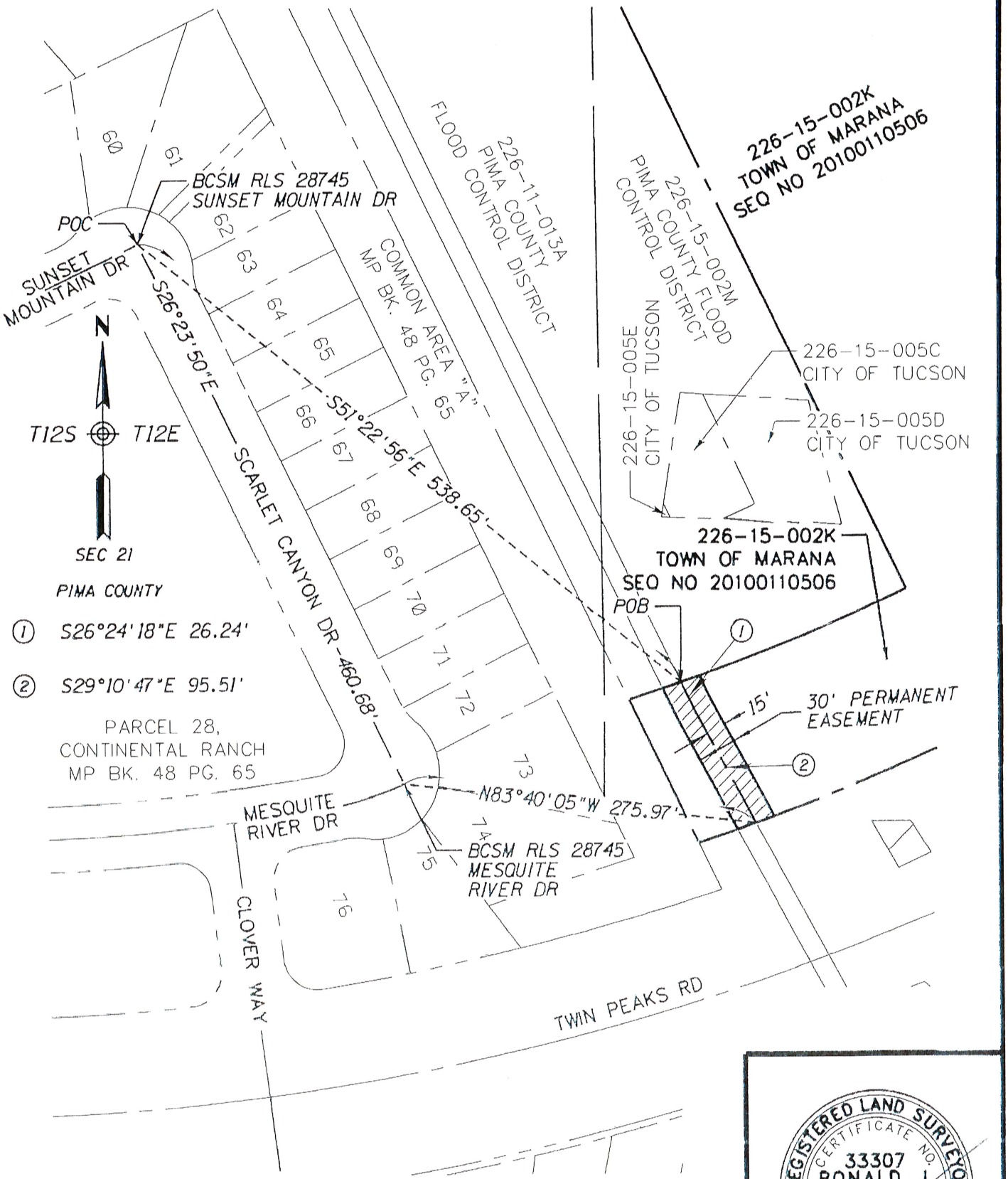
thence S29°10'47"E 95.51 feet to the south line of said parcel and end of strip easement, the sidelines of which being lengthened or shortened so as to terminate on adjoining sidelines and on the parcel lines;

containing approximately 0.084 acre.

END OF DESCRIPTION



EXHIBIT "A-1"



P:\PROJECTS\211582 CRRPS Force Main\BENTLEY\DGN\226-15-002K.dgn

PROJECT: 211582 CRRPS Force Main	LOCATION: PIMA COUNTY
	SURVEY / DATE:
	DRAWN / DATE: J DAVIS/ 7/2022
	SHEET: EXHIBIT A-1 APN 226-15-002K

Geomatics Consulting Group
1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027
623.580.0921

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

Geomatics Consulting Group
1745 W. Deer Valley Rd. – Suite 118 - Phoenix, AZ 85027

EXHIBIT 'B'
LEGAL DESCRIPTION

A portion of land within in Common Area "A1" of the Parcel 3 Continental Ranch-Resubdivision Lots 1 thru 164, Common Areas A1 thru A8, Pima County Records Book 50 Page 11 within Section 27, Township 12 South, Range 12 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a 3 inch brass cap at the centerline intersection of Wildomar Dr and Tulare Way in said Subdivision, from which a 3 inch brass cap at the centerline intersection of Arcata Dr and Tulare Way bears S43°36'00"E 341.36 feet, being the Basis of Bearings;

thence N22°28'47"W 265.58 feet to the most northerly corner of Lot 23 of said Subdivision and POINT OF BEGINNING;

thence N18°32'33"E 5.86 feet along the boundary line of said Subdivision;

thence N81°39'01"E 27.29 feet;

thence departing said boundary line S47°07'47"E 4.55 feet;

thence S53°22'09"E 393.25 feet;

thence S70°09'27"E 73.78 feet;

thence S52°51'33"E 74.73 feet to the boundary line of said Subdivision;

thence S40°31'07"W 24.67 feet along said boundary line;

thence departing said boundary line N51°53'01"W 48.79 feet;

thence N70°09'27"W 99.70 feet to the boundary line of Lot 26 of said Subdivision;

thence N28°23'54"W 8.56 feet along said boundary line;

thence N52°52'28"W 406.97 feet to the POINT OF BEGINNING;

containing approximately 0.340 acre.

END OF DESCRIPTION

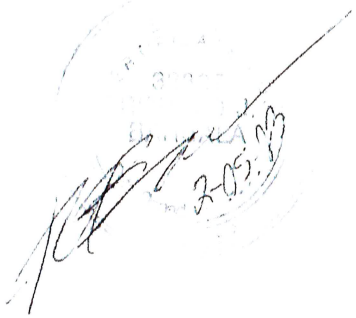
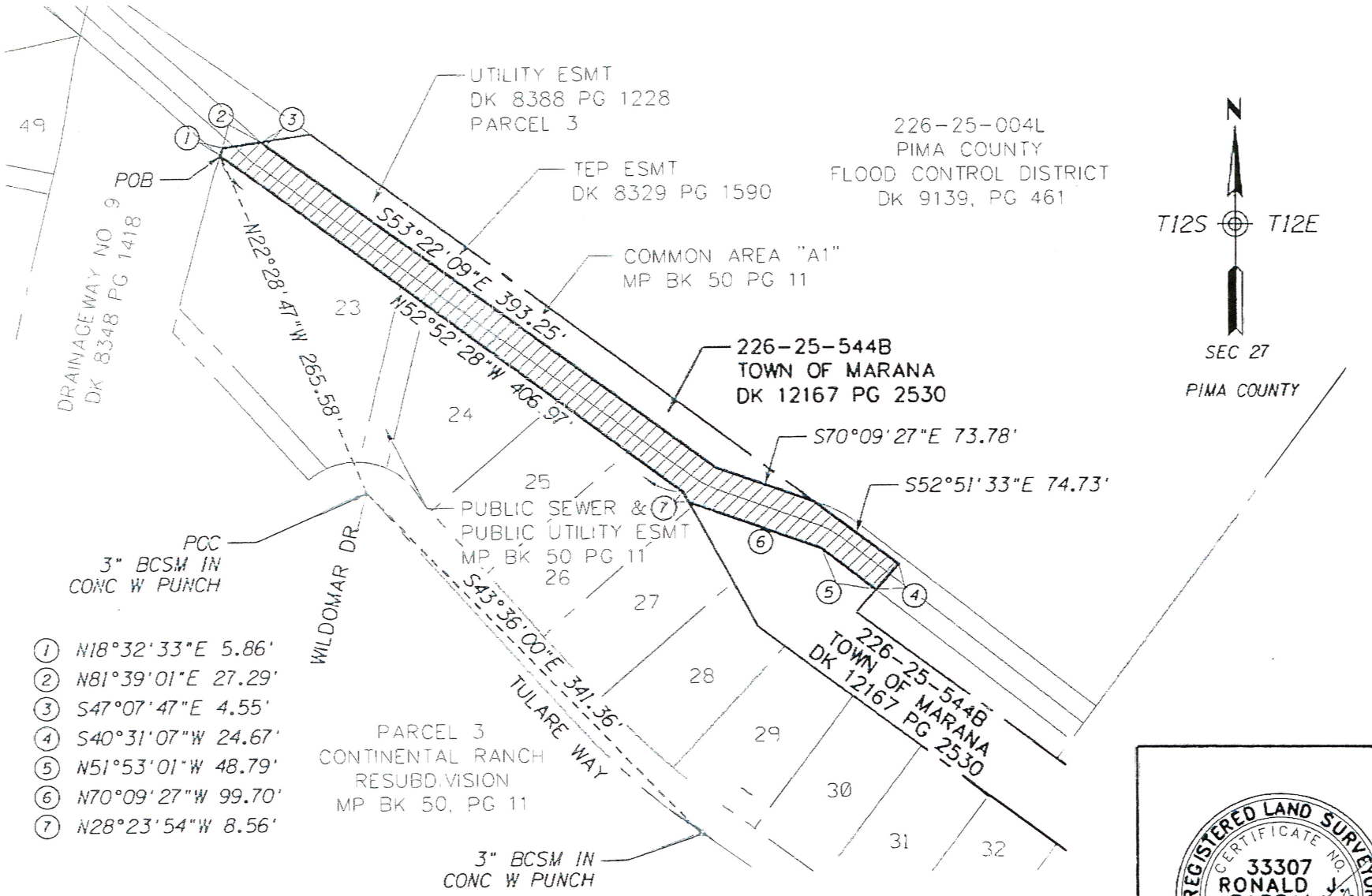


EXHIBIT "B-1"



PROJECT: 211582 CRRPS Force Main	LOCATION: PIMA COUNTY
Geomatics Consulting Group 1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027 623.580.0921	SURVEY / DATE:
	DRAWN / DATE: J DAVIS/ 7/2022
	ESMT APN 226-25-544B

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33307
RONALD J.
BARBALA
Date Signed 2-03-23
ARIZONA, U.S.A.

P:\PROJECTS\211582 CRRPS Force Main\BENTLEY\DGN\226-25-544B.dgn

WOOD PATEL
2051 West Northern Ave, Suite 100
Phoenix, Arizona 85021

EXHIBIT 'C'
LEGAL DESCRIPTION

A portion of the parcel described in Docket 12988 Page 2808 of Pima County Records within Section 35, Township 12 South, Range 12 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a brass cap in the centerline intersection of Cortaro Rd and Courtney Page Way from which a brass cap bears S33°30'06"W 2739.27 feet at the centerline intersection of Cortaro Rd and Silverbell Rd, being the Basis of Bearings;

thence S9°08'24"E 2182.74 feet to the west boundary line of said parcel and POINT OF BEGINNING;

thence S21°38'11"E 14.19 feet to the south boundary of said parcel;

thence S89°28'10"W 5.03 feet to the southwest corner of said parcel;

thence N0°53'44"W 13.24 feet to the POINT OF BEGINNING;

containing approximately 33 square feet.

END OF DESCRIPTION

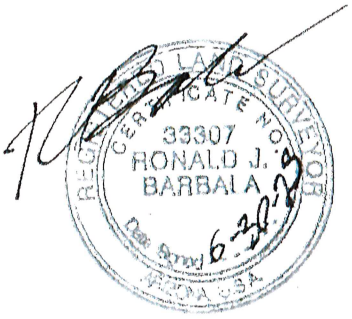
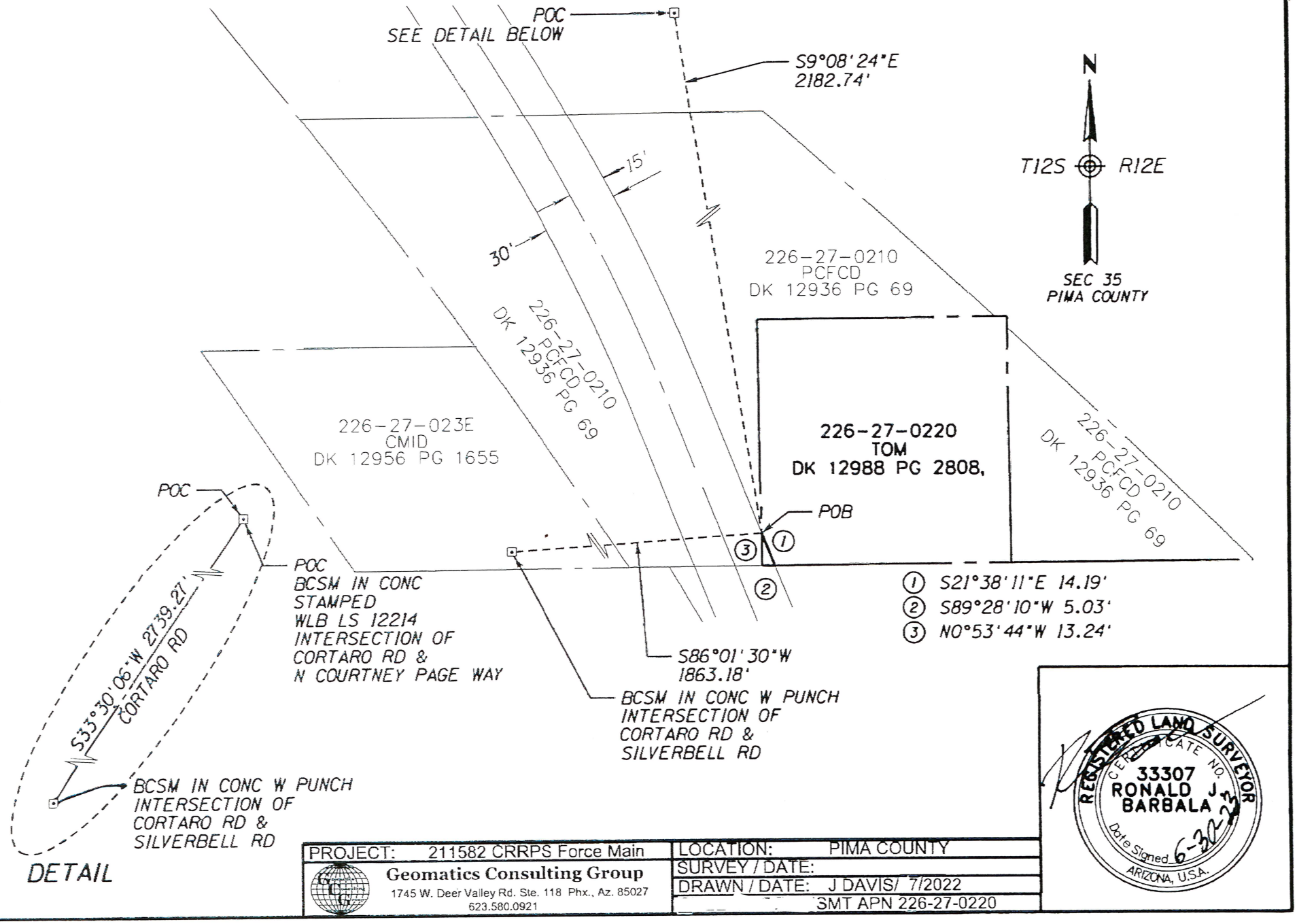


EXHIBIT "C-1"



PROJECT: 211582 CRRPS Force Main	LOCATION: PIMA COUNTY
Geomatics Consulting Group 1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027 623.580.0921	SURVEY / DATE:
	DRAWN / DATE: J DAVIS/ 7/2022
	SMT APN 226-27-0220

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33307
RONALD J.
BARBALA
Date Signed 6-30-22
ARIZONA, U.S.A.

H:\PROJECTS\211582 CRRPS Force Main\BENTLEY\DGN\226-27-0220.dgn

WOOD PATEL
2051 West Northern Ave, Suite 100
Phoenix, Arizona 85021

EXHIBIT 'D'
LEGAL DESCRIPTION

A portion of the parcel described in instrument number 2017-1210051 of Pima County Records within Section 35, Township 12 South, Range 12 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a brass cap in the centerline intersection of Cortaro Rd and Courtney Page Way from which a brass cap bears S33°30'06"W 2739.27 feet at the centerline intersection of Cortaro Rd and Silverbell Rd, being the Basis of Bearings;

thence S8°45'02"E 2252.35 feet to the northerly most point of said portion on the boundary line of said parcel and POINT OF BEGINNING;

thence southeasterly 260.63 feet along said boundary line along a curve to the right with a radial bearing of S60°56'47"W, a radius of 2310.58 feet thru a central angle of 6°27'47";

thence S22°35'36"E 203.06 feet to a tangential curve to the left with a radius of 2565.33 feet;

thence southeasterly 159.21 feet along said curve thru a central angle of 3°33'21";

thence departing said boundary line S21°38'11"E 75.69 feet to a non-tangential curve to the left with a radial bearing of N68°01'02"E and a radius of 1690.00 feet;

thence southeasterly 673.64 feet along said curve to the left thru a central angle of 22°50'18";

thence S44°52'49"E 186.36 feet to the boundary line of said parcel;

thence S22°05'21"W 32.60 feet along said boundary line;

thence departing said boundary line N44°52'49"W 199.12 feet to a non-tangential curve to the right with a radial bearing of N45°10'42"E and a radius of 1720.00 feet;

thence northwesterly 685.71 feet along said curve thru a central angle of 22°50'31";

thence N21°38'11"W 697.61 feet to the POINT OF BEGINNING;

containing approximately 0.914 acres;

END OF DESCRIPTION

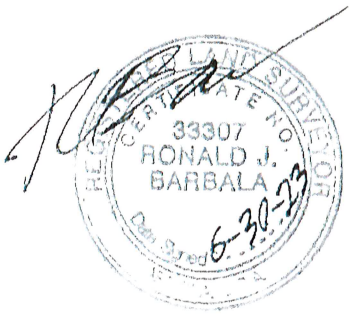
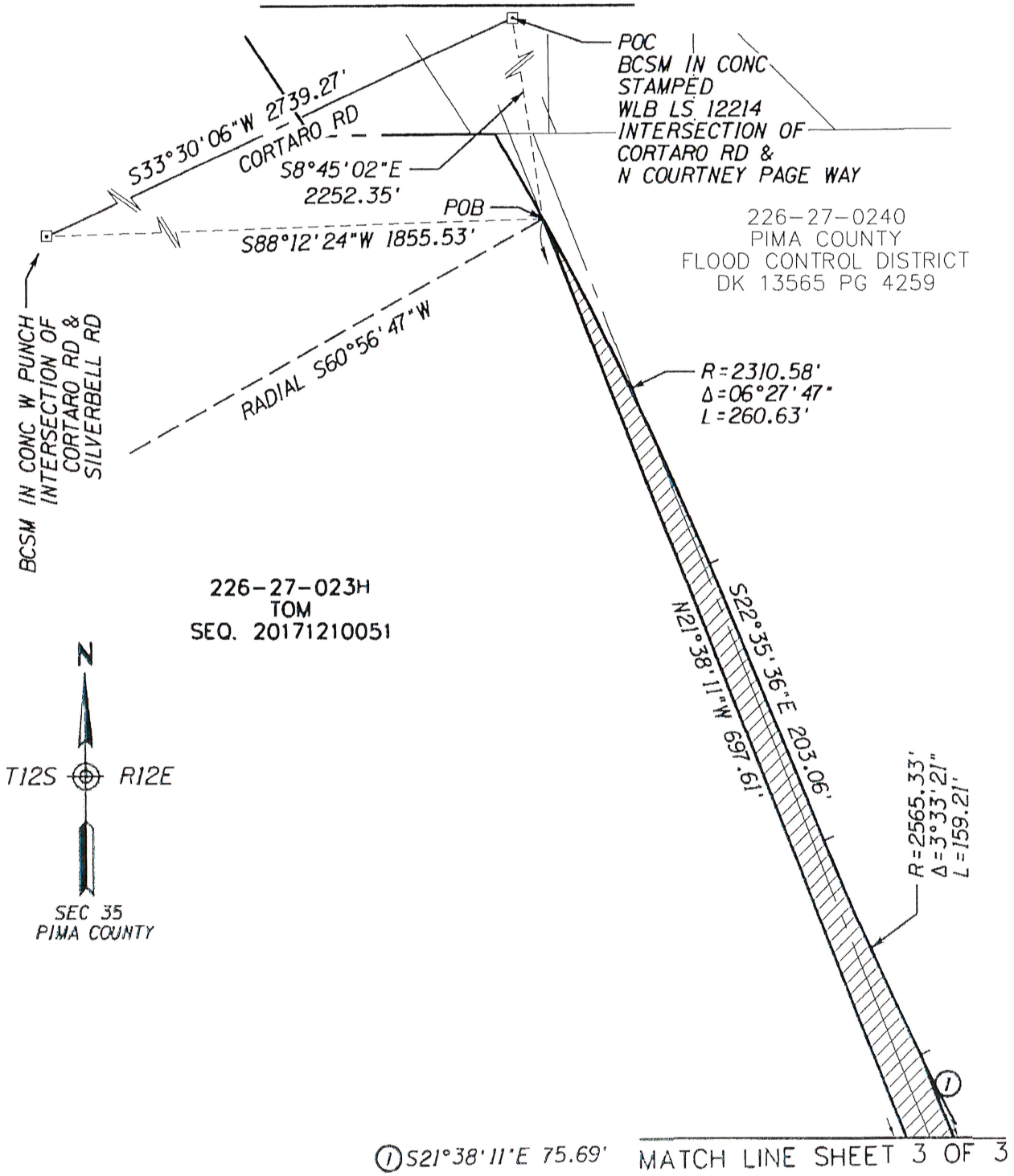


EXHIBIT D-1



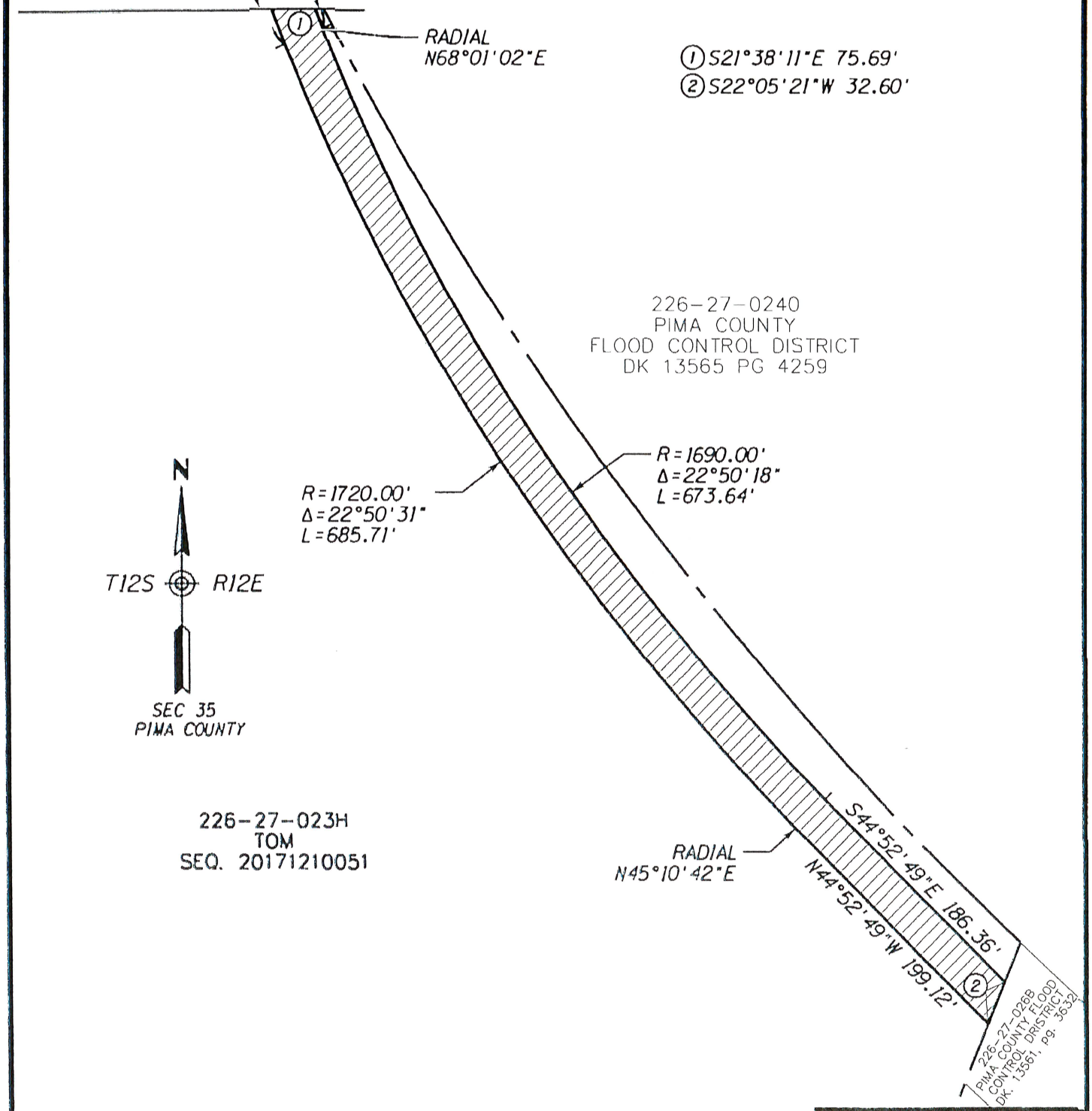
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33307
RONALD J.
BARBALA
Date Signed 6-30-23
ARIZONA, U.S.A.

H:\PROJECTS\211582 CRRPS Force Main\BENTLEY\DGN\226-27-023H-SHEET-A.dgn

PROJECT: 211582 CRRPS Force Main	LOCATION: PIMA COUNTY
Geomatics Consulting Group 1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027 623.580.0921	SURVEY / DATE:
	DRAWN / DATE: J DAVIS/ 7/2022
	ESMT APN 226-27-023H

EXHIBIT "D-1" (con't)

MATCH LINE SHEET 2 OF 3



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33307
RONALD J.
BARBALA
Date Signed 6-30-23
ARIZONA, U.S.A.

H:\PROJECTS\211582 CRRPS Force Main\BENTLEY\DGN\226-27-023H-SHEET-B.dgn

PROJECT: 211582 CRRPS Force Main	LOCATION: PIMA COUNTY
Geomatics Consulting Group 1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027 623.580.0921	SURVEY / DATE:
	DRAWN / DATE: J DAVIS/ 7/2022
	ESMT APN 226-27-023H

WOOD PATEL
2051 West Northern Ave, Suite 100
Phoenix, Arizona 85021

EXHIBIT 'E'
LEGAL DESCRIPTION

A portion of the parcel described in Docket 12167 Page 2530 of Pima County Records within Section 27, Township 12 South, Range 12 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a 3 inch brass cap in the center of the cul-de-sac of Plomosa Pl in Parcel 4 of Continental Ranch Subdivision, Lots 1 thru 145, Common Areas A1,A2,B1,B2,D1,D2 recorded at Map Book 48, Page 82 of Pima County Records, from which a 3 inch brass cap bears S48°02'41"E 573.11 feet at the centerline intersection of Plomosa Pl and Kearny Dr, being the Basis of Bearings;

thence S85°29'33"E 344.58 feet to the northerly most point of said easement on the boundary line of said parcel and POINT OF BEGINNING;

thence S49°09'51"E 133.96 feet along said boundary line;

thence departing said boundary line S36°13'23"E 70.78 feet to the;

thence S47°07'47"E 139.84 feet to the south line of said Parcel;

thence along said line S13°46'44"W 32.13 feet;

thence departing said line N49°29'14"W 46.74 feet;

thence N47°07'47"W 111.63 feet;

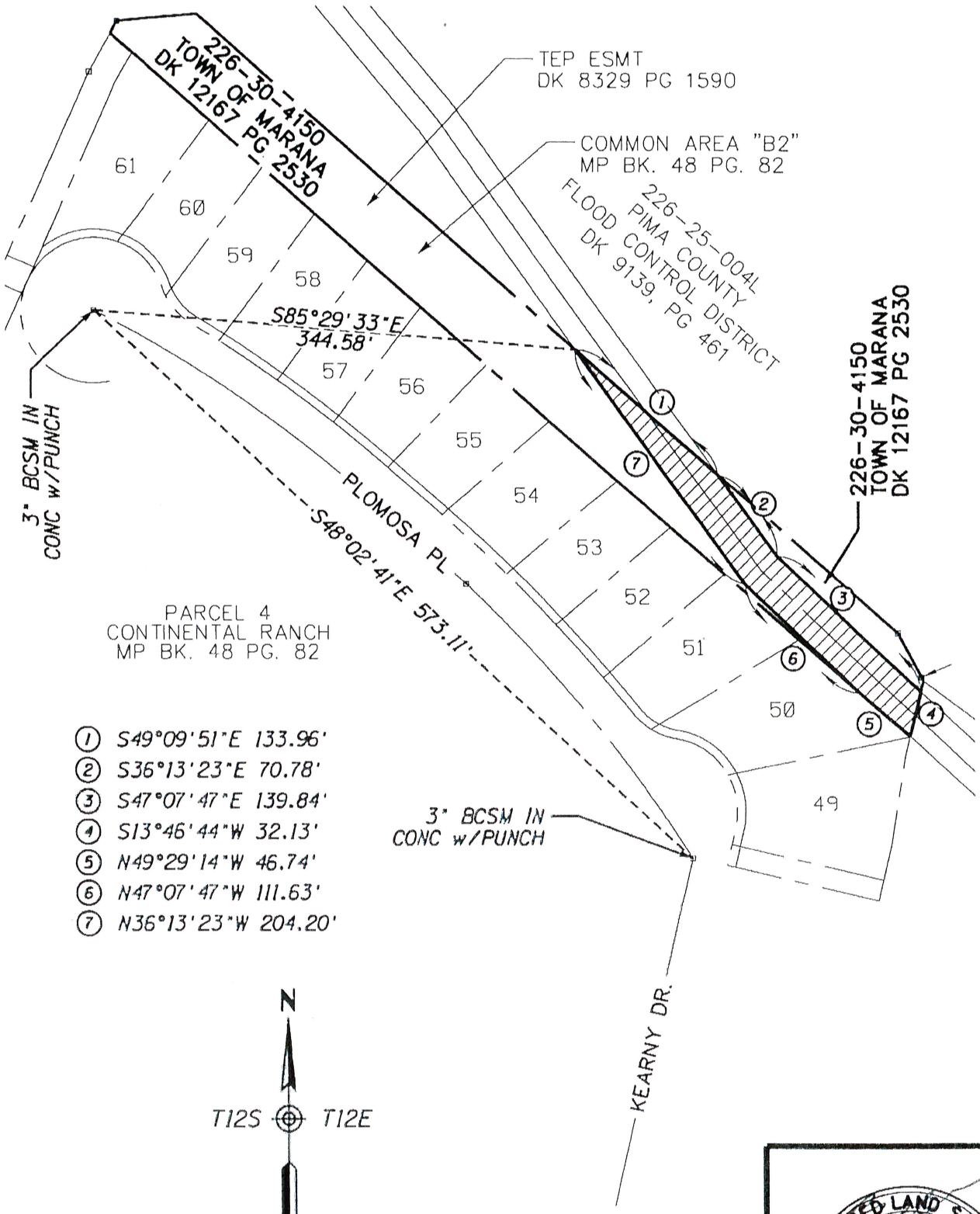
thence N36°13'23"W 204.20 feet to the POINT OF BEGINNING;

containing approximately 0.197 acres;

END OF DESCRIPTION



EXHIBIT "E-1"



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33307
RONALD J.
BARBALA
Date Signed 4-26-23
ARIZONA, U.S.A.

H:\PROJECTS\211582 CRRPS Force Main\BENTLEY\DGN\226-30-4150.dgn

PROJECT: 211582 CRRPS Force Main	LOCATION: PIMA COUNTY
Geomatics Consulting Group 1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027 623.580.0921	SURVEY / DATE:
	DRAWN / DATE: J DAVIS/ 4/2023
	ESMT APN 226-30-4150

PROJECTS

Project Overview

Tucson Boulevard Diversion Structure Replacement

Continental Ranch Force Main Augmentation

Old Nogales Interceptor

Northwest Outfall Siphon

Completed Project Archive

Construction Alerts

LOOP TRAIL AND CORTARO ROAD

Eastbound Cortaro Road Bike Land Closure
Aug 4, 2023

LOOP TRAIL AND CORTARO ROAD

Loop Closed Between Wade McClean and Cortaro
Jul 27, 2023

LOOP PATHWAY AT TWIN PEAKS

Loop Path Reopens North of Twin Peaks
Jun 29, 2023

LOOP BETWEEN TWIN PEAKS RD AND WADE MCLEAN PARK

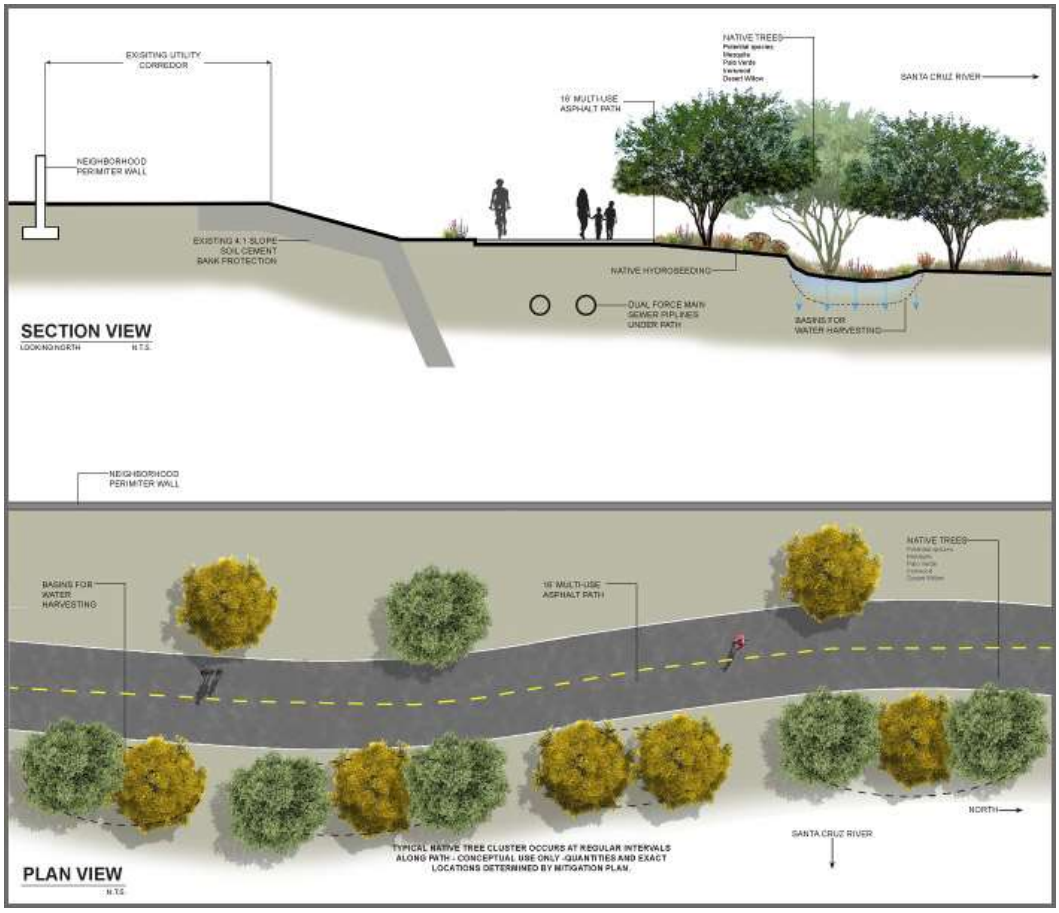
Loop Closed Between Twin Peaks and Wade McLean Park
Mar 10, 2023

SANTA CRUZ RIVER BETWEEN INA & CORTARO

New Loop Path Opens Between Ina and Cortaro
Feb 3, 2023

HUCKLEBERRY LOOP AT TWIN PEAKS

Continental Ranch Regional Pump Station Force Main Augmentation



Click for enlarged image

Multi-use Path Revegetation

In addition to the newly paved Loop pathway - RWRD, Pima County Regional Flood Control District and the Town of Marana are working closely to restore the Loop linear park pathway and amenities. Restoration through this project will include an improved irrigation system, revegetation with native trees, shrubs, and other desert plants along with improved maintenance access.

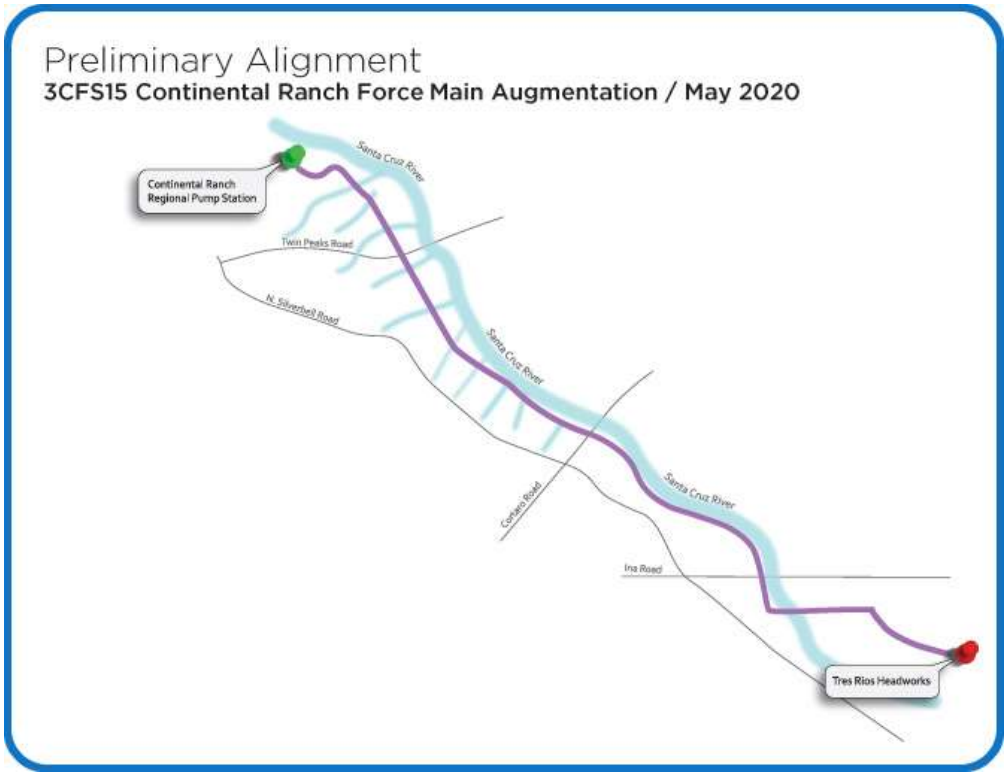
Loop Closure January 11
Jan 6, 2023

LOOP BETWEEN CORTARO & INA

Loop Closure Date Moved to December 20th
Dec 15, 2022

HUCKLEBERRY LOOP BETWEEN INA AND CORTARO

Loop Access Closed December 19th
Dec 9, 2022



Project Description

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

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

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

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

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

PIMA COUNTY

Stay in touch or send us your comments

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

Name

Email Address

All Projects

Message

SUBMIT

FOR MORE INFORMATION

Sewer Improvement Hotline
622-2527
Available 24 hours a day

Pima County Operations
724-6500
Available 24 hours a day

Council-Regular Meeting **C10**

Meeting Date: 09/19/2023

To: Mayor and Council

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

Date: September 19, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2023-097: Relating to Water and Wastewater; approving and authorizing the Mayor to sign agreements for construction of water and sewer facilities under private contract with FCD Marana Venture I, LLC and SBH Marana LP for Monarch Blocks 1, 11, 12, and 13 (David L. Udall)

Discussion:

This agenda item presents water and sewer infrastructure construction agreements pursuant to Section 14-4-3 of the Marana Town Code for Monarch Blocks 1, 11, 12, and 13, which are generally located north of Moore Road, east of Sandario Road, and south of Barnett Road. If approved, these agreements will require the developer to construct water and sewer infrastructure necessary for its development.

Financial Impact:

There is not significant financial impact to the Town. The agreements provide for the conveyance of infrastructure to the Town as well as the payment of necessary Council-approved fees.

Staff Recommendation:

Staff recommends approval of Resolution No. 2023-097.

Suggested Motion:

I move to adopt Resolution No. 2023-097, approving and authorizing the Mayor to sign agreements for construction of water and sewer facilities under private contract with FCD Marana Venture I, LLC and SBH Marana LP for Monarch Blocks 1, 11, 12, and 13.

Attachments

Resolution No. 2023-097

Exhibit A to Resolution - Water Agreement

Exhibit B to Resolution - Sewer Agreement

MARANA RESOLUTION NO. 2023-097

RELATING TO WATER AND WASTEWATER; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AGREEMENTS FOR CONSTRUCTION OF WATER AND SEWER FACILITIES UNDER PRIVATE CONTRACT WITH FCD MARANA VENTURE I, LLC AND SBH MARANA LP FOR MONARCH BLOCKS 1, 11, 12, AND 13

WHEREAS FCD Marana Venture I, LLC and SBH Marana LP desire for the Town to provide water and sewer services to the land described and depicted in Blocks 1, 11, 12, and 13 of the Vanderbilt Farms Blocks 1 Thru 13 Final Plat, recorded in the Pima County Recorder's office on July 13, 2005 at Sequence No. 20051340763, as re-platted in Re-Plat of Final Block Plat for Vanderbilt Farms Blocks 1 Thru 13 & 11A, recorded in the Pima County Recorder's office on June 29, 2020 at Sequence No. 20201810353; and

WHEREAS Town staff has negotiated an Agreement for Construction of Water Facilities Under Private Contract and an Agreement for Construction of Sewer Facilities Under Private Contract with FCD Marana Venture I, LLC and SBH Marana LP (together, the "Facility Service Agreements"); and

WHEREAS the Mayor and Council find that the terms and conditions of the agreements are in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Facility Service Agreements substantially in the same form attached to and incorporated by this reference in this resolution as Exhibits A and B are hereby approved, the Mayor is hereby authorized and directed to sign them for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreements.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 19th day of September, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

Monarch Blocks 1, 11, 12, and 13

THIS AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company ("FCD"), and SBH MARANA LP, an Arizona limited partnership ("SBH"). The Town, FCD, and SBH 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 Title 14 of the Marana Town Code, as it may be amended from time to time ("Marana Town Code Title 14").

B. SBH is the master developer of land described and depicted in Blocks 1, 11, 12, and 13 of the Vanderbilt Farms Blocks 1 Thru 13 Final Plat, recorded in the Pima County Recorder's office on July 13, 2005 at Sequence No. 20051340763, as re-platted in Re-Plat of Final Block Plat for Vanderbilt Farms Blocks 1 Thru 13 & 11A, recorded in the Pima County Recorder's office on June 29, 2020 at Sequence No. 20201810353, which land area is referred to in this Agreement as the "Subject Property."

C. FCD is the sole beneficiary of LANDMARK TITLE ASSURANCE AGENCY, LLC, an Arizona limited liability company, as Trustee under Trust No. 2105 and not otherwise ("Trust No. 2105"), which is the title owner of the Subject Property, and to the extent the trust's interests are implicated, is signing this Agreement in its capacity as sole beneficiary of the trust.

D. Trust No. 2105 has entered into an agreement granting SBH's predecessor in interest an exclusive option to purchase all or a portion of the Subject Property. The option agreement is evidenced by a Memorandum of Option Agreement recorded in the Pima County Recorder's Office at Sequence No. 20211610165.

E. For purpose of this Agreement, "Developer" refers to any and all entities that shall develop the property pursuant to this Agreement, including FCD and SBH (if and to the extent FCD or SBH decides to develop) and successor developers and builders.

F. The Developer desires for the Town to provide water service to the Subject Property.

G. As a condition of securing water service from the Town for the Subject Property, the Developer agrees to install those certain water infrastructure improvements (the "Developer-Installed Facilities") in accordance with the required plans, specifications, and materials as outlined and depicted in the Public Water Plans for Monarchs Blocks 1, Lots 1-254, Plan Nos. ENG-2202-025 and W-2202-017, sealed by Perry Engineering on June 10, 2022 and approved by the Town of Marana on August 8, 2022, Public Water Plans for Monarchs Blocks 11 and 12, Lots 1-173, Plan Nos. ENG-2201-011 and W-2202-013, sealed on April 29, 2022 and as revised on June 20, 2023 by Perry Engineering and approved by the Town of Marana on November 7, 2022, and Public Water Plans for Monarch Block 13, Lots 1-114, Plan Nos. ENG-2201-012 and W-2202-012, sealed by Perry Engineering on June 22, 2022 and approved by the Town of Marana

on July 13, 2022, (together, the "Facility Plans"), each of which is on file in the office of the Town of Marana Water Department.

H. Also as condition of securing water service from the Town for the Subject Property, the Developer agrees to install certain non-potable water infrastructure improvements in accordance with the required plans, specifications, and materials as outlined and depicted in the CMID Non-Potable Water Plans Phase 1-3 for Monarch Blocks 1, 11, 12 and 13, sealed by Perry Engineering on August 23, 2022 and accepted by the Cortaro-Marana Irrigation District (CMID) on July 10, 2023 (the "CMID Non-Potable Water Improvements"), which is also on file with the Water Department.

I. The Developer desires that the Town take ownership of, operate, and service the Developer-Installed Facilities.

J. The Town is willing to accept the Developer-Installed Facilities and permit it to be connected to the Town water system provided it meets Town standards and the work is done in accordance with Town requirements.

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. The Developer-Installed Facilities

1.1. *Developer installation of the CMID Non-Potable Water Improvements.* In coordination with and to the satisfaction of CMID, the Developer shall install the CMID Non-Potable Water Improvements.

1.2. *Developer installation of the Developer-Installed Facilities*. The Developer has designed and shall install, at the Developer's own expense, the Developer-Installed Facilities as depicted in the Facility Plans. The Developer-Installed Facilities shall conform to the design standards of the City of Tucson Water Department and the Town of Marana Town Code Title 14 and special specifications and details as approved by the Town and by this reference made a part of this Agreement. The Facility Plans shall include a plan note identifying the Developer-Installed Facilities as a new water facility and shall show any and all alterations to the existing water system. Construction and installation of the Developer-Installed Facilities in accordance with the Facility Plans, including without limitation all labor, materials, equipment, supplies, and tools required for the construction and installation, is referred to in this Agreement as the "Work."

1.3. *Work by licensed contractor*. The Work shall be performed by a contractor properly licensed by the State of Arizona as determined by the Arizona Registrar of Contractors. In addition to any other contractor's license classifications required by the Arizona Registrar of Contractors, the contractor shall hold contractor's license classifications A, A-12 and A-16.

1.4. *Payment of connection fees*. Before any service connections are made from the Town's water system to the Developer-Installed Facilities, the person or entity seeking the service connection shall pay to the Town the connection fees and any other fees required under Marana Town Code Title 14, including, but not limited to, any and all applicable oversizing recovery charges (also commonly referred to as "protected facility fees").

1.5. *Anticipated cost per meter*. The person or entity seeking installation of a meter from the Town shall pay all applicable fees and charges in effect at the time of the meter installation request. As of the effective date of this Agreement, the Town's fees and charges to install a five-eighths-inch water meter on the Subject Property are detailed below. Note that larger meters incur higher fees.

1.5.1. Meter Install Fee: $360.00

1.5.2. Water Infrastructure Development Impact Fee: $3,356.00

1.5.3. Water Resource Development Impact Fee: $5,358.00

1.5.4. Wastewater Development Impact Fee: $4,995.00

1.6. *Developer-Installed Facilities acceptance by Town*. No service connections shall be made from the Town's water system to the Developer-Installed Facilities until the Developer-Installed Facilities has been accepted by the Town in accordance with Marana Town Code Title 14.

1.7. *Developer's certification*. Execution of this Agreement certifies that the Developer has reviewed the Facility Plans and all other specifications applicable to the Work and has approved and agrees with the location of all service lines.

1.8. *Termination for lack of Work*. Approval of the Facility Plans shall lapse and this Agreement shall terminate if the Work has not commenced within one year of the date of this Agreement, or if the Work is discontinued for a period of one year.

2. Engineering and Inspection

2.1. *Registered civil engineer*. The Developer shall employ a registered Civil Engineer registered in the State of Arizona to design, lay out, establish control lines for and certify the layout of the Work according to the Facility Plans.

2.2. *Town inspector's authority*. Any inspector authorized by the Town shall have full inspection authority over the Work.

2.3. *Inspection provisions*. The Developer shall furnish the Town's inspector with all facilities reasonably necessary to inspect the Work. The Work shall be subject to Town inspection at all times. Defective work shall be corrected in a manner satisfactory to the Town's inspector. Inspection by the Town is for the purpose of ensuring compliance with plans and specifications only. The Town makes no guarantee as to the safety or engineering soundness of plans prepared by the Developer or any contractor.

2.4. *Payment of Town inspector's overtime cost*. If scheduling by the Developer's contractor reasonably requires the Town's inspector to work overtime, the Developer or Developer's contractor shall pay the Town for any additional salaries, expenses or employee benefits relating to the overtime. For purposes of this paragraph, overtime is any time over 40 hours worked in a seven-day work period, any time over eight hours worked Monday through Friday, and any time worked on weekends and legal holidays observed by the Town.

3. Preconstruction Procedure

3.1. *Request to begin construction*. The Developer shall submit a written request to the Town to begin construction a minimum of five working days before the Work is to commence.

3.2. *Construction permit*. This Agreement shall be completed, signed and notarized, and returned to the Town prior to issuance of a construction permit for the Work.

3.3. *Start and completion of the Work*. No portion of the Work shall begin until the Marana Water Department has issued a water permit and the Town has issued a construction permit specifying the starting date and a reasonable time for completion.

3.4. *Progress of the Work*. The Work shall be commenced and carried on at such points and in such order as may be directed by the Town.

3.5. *Materials sampling and testing*. Materials shall be available for sampling and testing by the Town prior to being used in the Work. Materials that fail to meet Town specification shall be removed from the site.

3.6. *Permits and approvals*. The Developer shall, at Developer's expense, obtain all necessary permits and licenses for the Work, pay all fees and comply with all laws, ordinances and regulations relating to the Work.

4. Construction

4.1. *Developer's presence on site*. The Developer, or Developer's designated agent, shall be present at all times during performance of the Work. The name of the Developer's designated agent and the contractor performing the Work shall be furnished to the Town before the Work begins. Instructions given by the Town to the designated agent shall be deemed to have been given to the Developer.

4.2. *Competence and diligence*. The Developer shall employ only competent and efficient laborers, mechanics or artisans on the Work, and the Developer agrees to perform diligently to complete the Work on or before the completion date given in the notice to proceed.

4.3. *Paving*. The Developer shall identify and locate all water valves prior to paving and set valve boxes to final grade after paving.

4.4. *Alterations to the existing Town water system*. The Developer shall, at the Developer's own expense, make any and all alterations to the existing water system either on-site or off-site necessitated by paving, drainage, or other improvements caused by the development of the Subject Property.

4.5. *Worksite safety*. The Developer shall require all contractors and subcontractors performing any portion of the Work to comply with all safety requirements of the Occupational Safety and Hazards Act as set forth by the Federal Government and as implemented by the State of Arizona. The Developer or its contractors shall be solely responsible for all fines or other penalties provided for by law for any violations of the Occupational Safety Hazards Act.

5. Dedication

5.1. *Transfer of the Developer-Installed Facilities to the Town*. Upon the Town's final acceptance of the Work, the Developer shall at no cost grant, bargain, sell, convey, transfer and deliver to the Town the Developer-Installed Facilities free and clear of all liens, claims, charges or encumbrances.

5.2. *Two-year warranty*. The Developer guarantees the Work to be free from all failures due to poor workmanship or materials for a period of two years from the date of the Town's final acceptance of the Work.

5.3. *Other conflicting construction prohibited*. The Developer shall not construct or allow the construction of any utility, structure, building, or other improvement that would interfere with the operation or maintenance of the Developer-Installed Facilities.

5.4. *Developer's obligation to maintain finished grade*. The Developer guarantees that all service lines, meters, and meter boxes on the Subject Property will be to finished grade and that the Developer will remain responsible for raising or lowering said services as required until the Subject Property is fully developed.

5.5. *Acceptance by the Town*. The Town shall accept title to and take possession of the Developer-Installed Facilities when the Work has been completed to the satisfaction of the Town. Subject to the Developer's continuing obligations under this Agreement, the Town shall operate and service the Developer-Installed Facilities after taking over possession of it under this paragraph.

6. Miscellaneous

6.1. *Indemnity*. Developer shall indemnify, defend, and hold harmless the Town, its Mayor and Council, officers and employees, boards, committees and commissions from and against any loss, claim, suit, demand, cause of action, or liability of any nature, including but not limited to damage to property and injuries to persons, including death, arising or alleged to have arisen, in whole or in part, out of any negligent act or omission of the Developer or any contractor, subcontractor, or any person employed directly or indirectly by any of them in the performance of the Work or in the operation of the Developer-Installed Facilities.

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

6.3. *Consent required for assignment.* The Developer may not assign this Agreement without the prior written consent of the Town.

6.4. *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.

6.5. *Counterparts.* This Agreement may be executed in 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 attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

6.6. *Entirety and Amendments.* This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the transaction described herein. This Agreement may be amended or supplemented only by an instrument in writing executed by the Parties.

[Signature page follows.]

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

THE "TOWN":

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":

FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company

By: _____

Its: _____

Date:
_____

SBH MARANA LP, an Arizona limited partnership

By: AGS LLC, an Arizona limited liability company, its General Partner

By: _____

Its: _____

Date: _____

[Notary Page Follows.]

STATE OF _____)
)ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 20___ by _____, the _____ of FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company, on its behalf.

(Seal)

_____
Notary Public

STATE OF _____)
)ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 20___ by _____, _____ of AGS LLC, an Arizona limited liability company, which is the General Partner of SBH MARANA LP, an Arizona limited partnership, on behalf of the partnership.

(Seal)

_____
Notary Public

TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF SEWER FACILITIES UNDER PRIVATE CONTRACT

Monarch Blocks 1, 11, 12, and 13

THIS AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company ("FCD"), and SBH MARANA LP, an Arizona limited partnership ("SBH"). The Town, FCD, and SBH 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 Title 14 of the Marana Town Code, as it may be amended from time to time ("Marana Town Code Title 14").

B. SBH is the master developer of land described and depicted in Blocks 1, 11, 12, and 13 of the Vanderbilt Farms Blocks 1 Thru 13 Final Plat, recorded in the Pima County Recorder's office on July 13, 2005 at Sequence No. 20051340763, as re-platted in Re-Plat of Final Block Plat for Vanderbilt Farms Blocks 1 Thru 13 & 11A, recorded in the Pima County Recorder's office on June 29, 2020 at Sequence No. 20201810353, which land area is referred to in this Agreement as the "Subject Property."

C. FCD is the sole beneficiary of LANDMARK TITLE ASSURANCE AGENCY, LLC, an Arizona limited liability company, as Trustee under Trust No. 2105 and not otherwise ("Trust No. 2105"), which is the title owner of the Subject Property, and to the extent the trust's interests are implicated, is signing this Agreement in its capacity as sole beneficiary of the trust.

D. Trust No. 2105 has entered into an agreement granting SBH's predecessor in interest an exclusive option to purchase all or a portion of the Subject Property. The option agreement is evidenced by a Memorandum of Option Agreement recorded in the Pima County Recorder's Office at Sequence No. 20211610165.

E. For purpose of this Agreement, "Developer" refers to any and all entities that shall develop the property pursuant to this Agreement, including FCD and SBH (if and to the extent FCD or SBH decides to develop) and successor developers and builders.

F. The Developer desires for the Town to provide sewer service to the Subject Property.

G. As a condition of securing sewer service from the Town for the Subject Property, the Developer agrees to install those certain sewer infrastructure improvements (the "Developer-Installed Facilities") in accordance with the required plans, specifications, and materials as outlined and depicted in the Public Paving and Sewer Plans for Monarch - Block 1 Lots 1 Thru 254 and Common Areas "A-Z & AA", Plan Nos. ENG-2202-015 and S-2022-010, sealed by Perry Engineering on August 17, 2022 and approved by the Town of Marana on August 23, 2022, Public Paving and Sewer Improvement Plans for Monarchs Blocks 11 and 12, Lots 1 Thru 173 and Common Areas "A"-"O", Plan Nos. ENG-2202-009 and S-2022-017, sealed by Perry Engineering on May 3, 2022 and approved by the Town of Marana on December 14, 2022, and Public Paving and Sewer Plans for Monarch - Block 13 Lots 1-114 and Common Areas "A"-"I",

Plan Nos. ENG-2201-007 and S-2022-009, sealed by Perry Engineering on June 14, 2022 and approved by the Town of Marana on June 6, 2022, (together, the "Facility Plans"), each of which is on file in the office of the Town of Marana Water Department.

H. The Developer desires that the Town take ownership of, operate, and service the Developer-Installed Facilities.

I. The Town is willing to accept the Developer-Installed Facilities and permit it to be connected to the Town sewer system provided it meets Town standards and the work is done in accordance with Town requirements.

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. The Developer-Installed Facilities

1.1. *Developer installation of the Developer-Installed Facilities*. The Developer has designed and shall install, at the Developer's own expense, the Developer-Installed Facilities as depicted in the Facility Plans. The Developer-Installed Facilities shall conform to the design standards of the Pima County Regional Wastewater Reclamation Department and the Town of Marana Town Code Title 14 and special specifications and details as approved by the Town and by this reference made a part of this Agreement. The Facility Plans shall include a plan note identifying the Developer-Installed Facilities as new sewer facilities and shall show any and all alterations to the existing sewer system. Construction and installation of the Developer-Installed Facilities in accordance with the Facility Plans, including without limitation all labor, materials, equipment, supplies, and tools required for the construction and installation, is referred to in this Agreement as the "Work."

1.2. *Work by licensed contractor*. The Work shall be performed by a contractor properly licensed by the State of Arizona as determined by the Arizona Registrar of Contractors. In addition to any other contractor's license classifications required by the Arizona Registrar of Contractors, the contractor shall hold contractor's license classifications A, A-12 and A-16.

1.3. *Payment of connection fees*. Before any service connections are made from the Town's sewer system to the Developer-Installed Facilities, the person or entity seeking the service connection shall pay to the Town the connection fees and any other fees required under Marana Town Code Title 14, including, but not limited to, any and all applicable oversizing recovery charges (also commonly referred to as "protected facility fees").

1.4. *Developer-Installed Facilities acceptance by Town*. No service connections shall be made to the Developer-Installed Facilities until the Developer-Installed Facilities have been accepted by the Town in accordance with Marana Town Code Title 14.

1.5. *Developer's certification*. Execution of this Agreement certifies that the Developer has reviewed the Facility Plans and all other specifications applicable to the Work and has approved and agrees with the location of all service lines.

1.6. *Termination for lack of Work*. Approval of the Facility Plans shall lapse and this Agreement shall terminate if the Work has not commenced within one year of the date of this

Agreement, or if the Work is discontinued for a period of one year.

2. Engineering and Inspection

2.1. *Registered civil engineer.* The Developer shall employ a registered Civil Engineer registered in the State of Arizona to design, lay out, establish control lines for and certify the layout of the Work according to the Facility Plans.

2.2. *Town inspector's authority.* Any inspector authorized by the Town shall have full inspection authority over the Work.

2.3. *Inspection provisions*. The Developer shall furnish the Town's inspector with all facilities reasonably necessary to inspect the Work. The Work shall be subject to Town inspection at all times. Defective work shall be corrected in a manner satisfactory to the Town's inspector. Inspection by the Town is for the purpose of ensuring compliance with plans and specifications only. The Town makes no guarantee as to the safety or engineering soundness of plans prepared by the Developer or any contractor.

2.4. *Payment of Town inspector's overtime cost*. If scheduling by the Developer's contractor reasonably requires the Town's inspector to work overtime, the Developer or Developer's contractor shall pay the Town for any additional salaries, expenses or employee benefits relating to the overtime. For purposes of this paragraph, overtime is any time over 40 hours worked in a seven-day work period, any time over eight hours worked Monday through Friday, and any time worked on weekends and legal holidays observed by the Town.

3. Preconstruction Procedure

3.1. *Request to begin construction*. The Developer shall submit a written request to the Town to begin construction five working days before the Work is to commence.

3.2. *Construction permit*. This Agreement shall be completed, signed and notarized, and returned to the Town prior to issuance of a construction permit for the Work.

3.3. *Start and completion of the Work*. No portion of the Work shall begin until the Town has issued a construction permit specifying the starting date and a reasonable time for completion.

3.4. *Progress of the Work*. The Work shall be commenced and carried on at such points and in such order as may be directed by the Town.

3.5. *Materials sampling and testing*. Materials shall be available for sampling and testing by the Town prior to being used in the Work. Materials that fail to meet Town specification shall be removed from the site.

3.6. *Permits and approvals*. The Developer shall, at Developer's expense, obtain all necessary permits and licenses for the Work, pay all fees and comply with all laws, ordinances and regulations relating to the Work.

4. Construction

4.1. *Developer's presence on site*. The Developer, or Developer's designated agent, shall be present at all times during performance of the Work. The name of the Developer's designated agent and the contractor performing the Work shall be furnished to the Town before the Work begins. Instructions given by the Town to the designated agent shall be deemed to have

been given to the Developer.

4.2. *Competence and diligence*. The Developer shall employ only competent and efficient laborers, mechanics or artisans on the Work, and the Developer agrees to perform diligently to complete the Work on or before the completion date given in the notice to proceed.

4.3. *Alterations to the existing Town sewer system*. The Developer shall, at the Developer's own expense, make any and all alterations to the existing sewer system either on-site or off-site necessitated by paving, drainage, or other improvements caused by the development of the Subject Property.

4.4. *Worksite safety*. The Developer shall require all contractors and subcontractors performing any portion of the Work to comply with all safety requirements of the Occupational Safety and Hazards Act as set forth by the Federal Government and as implemented by the State of Arizona. The Developer or its contractors shall be solely responsible for all fines or other penalties provided for by law for any violations of the Occupational Safety Hazards Act.

5. Dedication

5.1. *Transfer of the Developer-Installed Facilities to the Town*. Upon the Town's final acceptance of the Work, the Developer shall at no cost grant, bargain, sell, convey, transfer and deliver to the Town the Developer-Installed Facilities free and clear of all liens, claims, charges or encumbrances.

5.2. *Two-year warranty*. The Developer guarantees the Work to be free from all failures due to poor workmanship or materials for a period of two years from the date of the Town's final acceptance of the Work.

5.3. *Other conflicting construction prohibited*. The Developer shall not construct or allow the construction of any utility, structure, building, or other improvement that would interfere with the operation or maintenance of the Developer-Installed Facilities.

5.4. *Developer's obligation to maintain finished grade*. The Developer guarantees that all service lines and other sewer facilities on the Subject Property will be to finished grade and that the Developer will remain responsible for raising or lowering said services as required until the Subject Property is fully developed.

5.5. *Acceptance by the Town*. The Town shall accept title to and take possession of the Developer-Installed Facilities when the Work has been completed to the satisfaction of the Town. Subject to the Developer's continuing obligations under this Agreement, the Town shall operate and service the Developer-Installed Facilities after taking over possession of it under this paragraph.

6. Miscellaneous

6.1. *Indemnity*. Developer shall indemnify, defend, and hold harmless the Town, its Mayor and Council, officers and employees, boards, committees and commissions from and against any loss, claim, suit, demand, cause of action, or liability of any nature, including but not limited to damage to property and injuries to persons, including death, arising or alleged to have arisen, in whole or in part, out of any negligent act or omission of the Developer or any contractor, subcontractor, or any person employed directly or indirectly by any of them in the performance of the Work or in the operation of the Developer-Installed Facilities.

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

6.3. *Consent required for assignment.* The Developer may not assign this Agreement without the prior written consent of the Town.

6.4. *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.

6.5. *Counterparts.* This Agreement may be executed in 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 attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

6.6. *Entirety and Amendments.* This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the transaction described herein. This Agreement may be amended or supplemented only by an instrument in writing executed by the Parties.

[Signature page follows.]

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

THE "TOWN":

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":

FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company

By: _____

Its: _____

Date:
_____

SBH MARANA LP, an Arizona limited partnership

By: AGS LLC, an Arizona limited liability company, its General Partner

By: _____

Its: _____

Date: _____

[Notary Page Follows.]

STATE OF _____)
)ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 20___ by _____, the _____ of FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company, on its behalf.

(Seal)

_____
Notary Public

STATE OF _____)
)ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 20___ by _____, _____ of AGS LLC, an Arizona limited liability company, which is the General Partner of SBH MARANA LP, an Arizona limited partnership, on behalf of the partnership.

(Seal)

_____
Notary Public

Council-Regular Meeting **C11**

Meeting Date: 09/19/2023

To: Mayor and Council

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

Date: September 19, 2023

Subject: Approval of Regular Council Meeting Summary Minutes of August 15, 2023 and approval of Special Council Meeting Summary Minutes of August 22, 2023 (David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 08/15/2023
Special Council Meeting Summary Minutes, 08/22/2023

MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 15, 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 Comerford** 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

Mayor Honea asked for a motion to approve the agenda.

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

CALL TO THE PUBLIC

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manger Terry Rozema reported the Town issued 22 single-family residential permits so far in August. Last August, there were 40 total permits issued. **Mr. Rozema** highlighted the new Parks and Recreation activity guide and provided an update on the Gladden Farms dog park and on the progress made at Crossroads at Silverbell District Park.

Council Member Ziegler asked when the dog park would be opened. **Mr. Rozema** said it would open in approximately six weeks.

Mayor Honea invited **Development Services Director Jason Angell** to the podium to provide a summary of the Marana Little League's opportunity to play in the Junior League Softball World Series.

Mr. Angell said the team played very well, played countries from around the world, and had a great time.

Mayor Honea requested that a proclamation be prepared to recognize the team. **Mr. Rozema** said a proclamation was already in the works and would be forthcoming.

CONSENT AGENDA.

C1 Resolution No. 2023-082: Relating to Real Estate; approving and authorizing the Town Engineer to execute a Right of Entry Agreement granting Pima County temporary access rights over Crossroads at Silverbell District Park property (George Cardieri)

C2 Approval of Regular Council Meeting Summary Minutes of August 1, 2023 (David L. Udall)

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

PRESENTATIONS

P1 Relating to Strategic Planning; presentation and discussion regarding the Town's progress in implementing the Marana Strategic Plan Five (Andrea De La Cruz)

Assistant to the Town Manager Andrea De La Cruz presented on the Town's progress in implementing Marana's Strategic Plan 5. A copy of the presentation slides is on file

with the Town Clerk's Office and attached to these minutes as Exhibit A. Please see the slides for details regarding the presentation, including graphical information. **Ms. De La Cruz** answered clarifying questions during the presentation.

Council Member Ziegler thanked **Ms. De La Cruz** for her presentation and requested to hear from **Parks and Recreation Director Jim Conroy** regarding the two areas of disruption noted in the slides. **Mr. Conroy** explained that both areas of disruption involved project bids came in over budget and that Town staff was working to resolve the issues.

Mayor Honea praised **Ms. De La Cruz** for the work she is doing to manage the Town's strategic plan.

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series 012 Restaurant liquor license submitted by Carlos Enrique Garcia Valle on behalf of Mariscos Chihuahua, located at 4185 West Ina Road, Tucson, AZ 85741 (David L. Udall)

Town Clerk / Assistant Town Attorney David Udall presented on this item. **Mr. Udall** said that this application was originally erroneously submitted to the City of Tucson instead of the Town of Marana. On May 30, 2023, the Arizona Department of Liquor Licenses and Control (DLLC) transmitted the license to the Town and gave the Town 60 days to review.

Mr. Udall said Town staff were unable to post the 20-day notice in time for the June 20, 2023 Town Council meeting. Because the Town was not planning on holding Council meetings in July, staff contacted the DLLC to request an extension beyond the July 26, 2023 review deadline. Staff was informed an extension would not be granted, and that if it did not submit a recommendation before July 26, 2023, the DLLC would proceed with the application and mark "No Recommendation" for the Town. Town staff deliberated, and it was decided to let the application run its course at the state level without the Town's recommendation, given the circumstances.

Mr. Udall said that in mid-to-late July, the DLLC contacted Town staff and asked the Town post the 20-day notice and hold a meeting on the approval of the application. He informed the Council that the required 20-day notice had been posted and that staff recommended the Council submit a recommendation of approval for this liquor license application to the DLLC.

Vice Mayor Post moved to approve and submit to the Arizona Department of Liquor Licenses and Control an order recommending approval of an application for a new series #012 Restaurant liquor license submitted by Carlos Enrique Garcia Valle on behalf of Mariscos Chihuahua, located at 4185 West Ina Road, Tucson, AZ 85741. Council Member Ziegler seconded the motion. Motion passed, 6-0.

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2023-083: Relating to Boards, Commissions and Committees; rescinding Marana Resolution No. 2013-020 and dissolving the Council Committee for Planning Commission and Board of Adjustment Appointments (Jane Fairall)

Town Attorney Jane Fairall presented on this item. **Ms. Fairall** explained that the Council established the Council Committee for Planning Commission and Board of Adjustment Appointments in March of 2013, consisting of three Council Members charged with reviewing applications and making recommendations to the full Council regarding Planning Commission and Board of Adjustment appointments.

She said that at the June 20, 2023 Town Council meeting, **Council Member Ziegler** requested that a future agenda item be added that would rescind the authorizing resolution and dissolve the Committee. **Mayor Honea** said the item would be added to the agenda in August.

Ms. Fairall explained that, if this resolution were approved, the selection process for appointments to the Planning Commission and Board of Adjustment would default back to the process set forth in the Town Code, which establishes that applications for vacancies be heard before the full Council only.

Council Member Kai moved to adopt Resolution No. 2023-083. Council Member Officer seconded the motion. Motion passed, 6-0.

Council Member Ziegler thanked **Mayor Honea** for adding this item to the agenda.

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No 2023.024: Relating To Development; approving a rezoning of approximately 8.7 acres of land, generally located on the north side of Sagebrush Road, approximately 825 feet west of Wentz Road, from Zone A (Small Lot) to R-144 (Residential) and approving a minor amendment to the Marana General Plan land use designation from Traditional Neighborhood to Rural Residential (Sarah A. Smith)

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

Planner Sarah Smith presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office and attached to these minutes as Exhibit B. Please see the presentation slides for details regarding the presentation, including maps depicting the rezoning request.

Council Member Craig asked why a rezoning was necessary in this case. **Ms. Smith** said the current zoning required a maximum of 2.5 acres for the property and the acreage of the subject property is at 8.7, which is over the currently allowed amount.

Mayor Honea closed the public hearing at 6:35 PM.

Vice Mayor Post moved to adopt Ordinance No 2023.024. Council Member Ziegler seconded the motion. Motion passed, 6-0.

Council Member Ziegler complemented Town staff on the creation of new zoning notice signs.

A2 PUBLIC HEARING: Ordinance No 2023.025: Relating to Development; approving a rezoning of approximately 1.75 acres of land, generally located on the west side of Camino Martin, approximately 400 feet south of the Ina Road and Camino Martin intersection, from VC (Village Commercial) to HI (Heavy Industrial); and approving a minor amendment to the General Plan amending the land use category from Commercial (C) to Employment (E)(Scott S. Radden)

Mayor Honea opened the public hearing at 6:38 PM.

Senior Planner Scott Radden presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office and attached to these minutes as Exhibit C. Please see the presentation slides for details regarding the presentation, including maps depicting the rezoning request.

Mr. Udall informed the Council that copies of two emails in favor of the rezoning request were on the dais before each Council Member, one from Gary Heinfeld and one from Tom Wane, which copies are on file with the Town Clerk's Office.

Mr. Javier Avalos addressed the Council. **Mr. Avalos** said he was not against the rezoning, but wanted to ensure the access easement his property, which is located adjacent to the north of the applicants' property, would remain in place going forward.

Mr. Radden said the applicants had provided a copy of the access easement and said it had been in place prior to the applicants' purchase of the land.

Ms. Melissa Lal, President of Larson Baker, LLC, spoke on behalf of the applicants. She said they were hoping to develop the property within one consistent zone so it can conform to the other property uses in the surrounding area. **Ms. Lal** informed the Council that the applicants currently have one tenant lined up called Hounds Town, which provides dog daycare and boarding. She assured the Council that the applicants were not planning on altering any of the existing easement agreements.

Mayor Honea closed the public hearing at 6:49 PM.

Council Member Ziegler moved to adopt Ordinance No 2023.025. Council Member Officer seconded the motion. Motion passed, 6-0.

A3 PUBLIC HEARING: Ordinance No. 2023.026: Relating to Development; approving a rezoning of approximately 162 acres of land generally located east of Mandarina Boulevard and north of Tangerine Road in Section 31, Township 11S, Range 12E, from Zone E (Transportation Corridor Zone) to SP (Specific Plan), creating the Mandarina South Specific Plan; approving a minor amendment to the General Plan amending the land use category from Commercial (C) to Master Plan Area (MPA); and approving and authorizing the mayor to sign the Development Agreement regarding Streets Development Impact Fee Credits for the Mandarina South Development Project (Scott S.Radden)

Resolution No. 2023-084: Relating to Development; declaring as a public record filed with the Town Clerk the Mandarina South Specific Plan adopted by Ordinance No. 2023.026 (Scott S. Radden)

Mayor Honea opened the public hearing at 6:51 PM.

Senior Planner Scott Radden presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office and attached to these minutes as Exhibit D. Please see the presentation slides for details regarding the presentation, including maps depicting the rezoning request.

Ms. Fairall then presented on the development agreement associated with the rezoning request. She explained that condition number 17 of the rezoning ordinance requires the developer to make an up-front payment of impact fees related to the Tangerine interchange improvement project, and that such an approach was consistent with what the Town has done with other developers in similar situations in recent years. The

development agreement would require the developer to pay $340,000.00 up-front toward the Tangerine interchange improvement project, which would be subject to reimbursement through impact fee credits. If the improvements were completed before the developer received a building permit, then the developer would pay impact fees like other developments.

Ms. Fairall noted that non-substantive changes were made to the ordinance and the development agreement after the agenda packed was published, and she highlighted the changes in redlined documents presented at the meeting. Copies of the redlined documents are on file with the Town Clerk's office and attached to these minutes as Exhibit E.

Council Member Craig expressed concern about what would happen if the Central Arizona Project (CAP) did not give permission to the Town or to the developer to cross the CAP canal with Adonis Road. **Public Works Director Fausto Burruel** said that the Town will now be constructing Adonis Road and that he is confident that discussions between the Town and CAP will be positive in favor of allowing the crossing based on past conversations between CAP and the developer. He said a land bridge would likely be required to cross the CAP canal syphon area.

Reese Anderson, an attorney with Pew & Lake, PLC, presented on behalf of Bela Flor, the developer of the Mandarina development. A copy of the presentation slides is on file with the Town Clerk's Office and attached to these minutes as Exhibit F.

Mr. Anderson explained that a consent agreement between the landowners and the Bureau of Reclamation specified and provided rights for a crossing at Adonis Road. He said that, the way he read the agreement, it was not a question of if the crossing could take place, but rather what would the crossing look like. **Mr. Anderson** then showed several slides depicting the Mandarina South development concept. Please see the presentation slides for more details, including maps depicting the property.

Council Member Craig requested the developer incorporate unique multi-family housing, such as townhouses, row houses, and multi-use.

Council Member Officer asked what the developer was planning on constructing on the southeastern corner of the property covering part of the CAP canal syphon. **Mr. Anderson** said the developer was currently planning on installing parking with a Tesla charging station. **Council Member Officer** said CAP would not allow electrical lines in the ground over the syphon. **Mr. Anderson** said they would be in discussions with CAP and that no vertical structures would be located in that area.

Council Member Ziegler requested that no carwashes or storage areas be added as part of the development. **Mr. Anderson** said that a lot of the concerns could be resolved with screening and other design elements.

Council Member Ziegler asked what the timeframe was for development. **Mr. Anderson** said they were in a holding pattern and invited **Mr. Hudd Hassell, President of Bela Flor**, to explain the timeline further. **Mr. Hassell** said that many of their projects involve financing and that the Federal Reserve rate hikes have affected the developer's ability to obtain financing. He said they need to wait for costs to come down before proceeding.

Mayor Honea closed the public hearing at 7:15 PM.

Council Member Kai moved to adopt Ordinance No. 2023.026. Council Member Ziegler seconded the motion. Motion passed, 6-0.

Council Member Kai moved to adopt Resolution No. 2023-084. Council Member Ziegler seconded the motion. Motion passed, 6-0.

A4 PUBLIC HEARING on proposed Post Marana Pumpkin Patch Annexation, located southeast of the intersection of W Hardin Road and N Trico Road (Jason Angell)

At 7:16, **Vice Mayor Post** declared a conflict of interest related to this item and recused himself from the dais.

Mayor Honea opened the public hearing at 7:16 PM.

Mr. Angell presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office and attached to these minutes as Exhibit F. Please see the presentation slides for maps depicting the property.

Mr. Angell explained that, per statute, the blank annexation petition was recorded on July 17, 2023 and that this public hearing was taking place not less than 20 days and not more than 30 days after the recording of the blank petition, as required. He informed the Council that notice for the public hearing was published in the newspaper, posted on the proposed annexation area, and was mailed to the Chair of the Pima County Board of Supervisors and to all property owners in the proposed annexation area.

Mr. Angell outlined the impacts to the Town of the proposed annexation, which include assuming the maintenance and repair of additional right-of-way adjacent to the property and the expansion of the Marana Police Department's service area. He said the property is serviced by a private well and private septic system. He informed the Council the

property would need to obtain a conditional use permit to continue the outdoor amusement use as required under the Town Code.

Council Member Ziegler complemented **Vice Mayor Post's** pumpkin patch operation and asked if **Vice Mayor Post** would need to apply for a conditional use permit multiple times, depending on how the property is used. **Mr. Angell** explained that as long as the uses are within the bounds of the issued conditional use permit, he would not need to return to renew or obtain a new or amended conditional use permit.

Mayor Honea closed the public hearing at 7:23 PM.

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.

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

FUTURE AGENDA ITEMS

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

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Council Member Craig and Council Member Kai moved to adjourn the meeting. Motion passed, 5-0. Meeting adjourned at 7:23 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on August 15, 2023. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT



TOWN OF MARANA STRATEGIC PLAN FIVE

PROGRESS UPDATE Q4, FY2023

August 15, 2023

FY 2023

Tonight's Discussion

- Strategic Plan Public Dashboard
- Overall progress of five focus areas
- Next steps



FY 2023

Public Dashboard



Cherished Heritage

Leverage the region's historic and cultural legacy to strengthen community character, increase community pride, and build heritage driven tourism



Vibrant Community

Strengthen the sense of place and create opportunities for community connections



Thriving Commerce

Recruit and maintain a diverse commercial sector that is supported by local workforce training and funding opportunities



On Track

Healthy Lifestyles

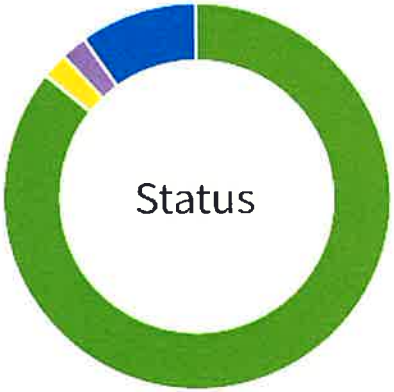
Provide a variety of recreational, artistic, and cultural opportunities along with a flourishing natural environment to support healthy and active lifestyles



Proactive Public Services

Foster an open atmosphere that embraces change, creativity, innovation and calculated risk, and maintains the Town's high quality customer service

Overview of Strategic Plan Progress



	%
On Track	85.87
Some Disruption	2.17
Upcoming	2.17
Completed	9.78



5 Focus Areas **18 Goals** **92 Actions**

FY 2023

Cherished Heritage

5

Leverage the region's historic and cultural legacy to strengthen community character, increase community pride, and build heritage-driven tourism.





	%	#
On Track	90.0	9
Upcoming	10.0	1

Highlighted Accomplishments:

- Art Policy was presented to Council on June 20, 2023. Council was supportive of final draft and staff have been working on next steps for the adoption of policy.
- The Town identified the new Marana Community and Aquatic Center as a location for public art that highlights Marana's heritage. On June 7, 2023, Council chose "Points in Time" as the approved design. This design will honor the community's heritage and natural beauty by revealing scenes depicting Marana's history and culture.

Looking Forward:

- Staff will bring the final draft of the Art Policy for adoption in September with an effective date of October 1, 2023.
- The Historian position has been posted. Once hired, the Historian will lead efforts to better showcase and preserve Marana's history and heritage.

FY 2023

Vibrant Community

5

Strengthen the sense of place and create opportunities for community connections.



Highlighted Accomplishments:

- The Marana Police has been tracking department activities, crime rates, and achievements. The annual report was recently completed and is available on the Town's website. **✓COMPLETED**
- The Community Development Block Grant consolidation action plan was presented and adopted by Town Council on May 2, 2023. **✓COMPLETED**
- The Transportation Master Plan planning process continues. The initial public involvement effort has been completed. Next steps include stakeholder meetings, including a study session with Town Council.



Looking Forward:

- The Town is planning to collaborate with Pima County in a large-scale, County-wide housing study. Work is planned to begin in the third quarter of calendar year 2023.
- Town is back on track with the launch of a new town-wide website that will better serve local government needs and improve resident outreach.

FY 2023

Thriving Commerce

5

Recruit and maintain a diverse commercial sector that is supported by local workforce training and funding opportunities.



Highlighted Accomplishments:

- Discover Marana partnered with the Marana Chamber of Commerce on the Dine & Discover Summer Challenge to encourage the community to support local during the slower summer months.
- Discover Marana launched the Discovery Series to showcase the best of Marana through art and storytelling. The first theme celebrated the amazing hiking trails within our community. As part of this theme, Discover Marana commissioned a local artist to paint a mural at the Wild Burro Trail.

Looking Forward:

- The Tourism Master Plan RFQ was released and closed on July 27, 2023. The Solicitation Review Committee is currently reviewing qualifications and the planning process will begin during the first quarter of FY 2024.
- The main developer in the Downtown Marana area is currently master planning downtown. The developer will be sharing their Conceptual Master Plan to the Town at the end of August 2023.



	%	#
On Track	93.75	15
Upcoming	6.25	1

FY 2023

Healthy Lifestyles

5

Provide a variety of recreational, artistic, and cultural opportunities along with a flourishing natural environment to support healthy and active lifestyles.



Highlighted Accomplishments:

- Parks and Recreation held the first Sports User Group meeting. Leaders of all contracted youth sports were invited to discuss issues related to their programs. This meeting will be held twice a year.
- Progress continues on the Saguaro Bloom Community Park. Proposals were due July 13, 2023. The bids came in over budget. Staff will work with DR Horton to determine next steps for this project. *DISRUPTION
- Staff worked with CalPortland to finalize the land acquisition to complete the CalPortland portion of the Santa Cruz River Shared Use Path. The project was advertised in late May and a total of five proposals were submitted. All five proposals were over budget. Staff will meet to discuss next steps for this project. *DISRUPTION

	%	#
On Track	84.62	11
Some Disruption	15.38	2

Looking Forward:

- Continue planning meetings with the Community and Aquatic Center design team to ensure project continues on schedule. The contractor anticipates going vertical this fall.

FY 2023

Proactive Public Services

5

Foster an open atmosphere that embraces change, creativity, innovation and calculated risk, and maintains the Town's high quality customer service.





Highlighted Accomplishments:

- Town Council adopted the Drought Preparedness Plan on May 16, 2023. ✓COMPLETED
- The Community and Aquatic Center is nearing 100% plans and the team has incorporated sustainable practices in the design where applicable. ✓COMPLETED
- The Facilities Master Plan's (FMP) kick-off meeting was held on July 19, 2023. Completion of FMP is anticipated for early calendar year 2024.
- The Water Division received the AZ Water Small Water Treatment Plant of 2023 and the Wastewater Division received the AZ Water Small Conveyance System of 2023.

Looking Forward:

- Water Department submitted a grant application outlining planned water conservation program and costs of $250,000 to the Water Infrastructure Finance Authority (WIFA). Grant is currently pending review.

FY 2023

Next Steps

5

- Staff will continue working on the goals and actions associated with all five focus areas.
- The next update is planned for October 2023.

FY 2023

5

QUESTIONS?

FY 2023



Ordinance 2023.024
Kurcz Callejas Wentz Rezone

Town Council Public Hearing

Location and Request

Applicant

- Carlos & Abigail Callejas, representing Lottie A Kurcz Trust (property owner)

Request

- Rezoning to R-144 Residential
- Minor General Plan amendment to Rural Residential

Size and Location

- Approximately 8.7 acres
- North of Sagebrush Rd and west of Wentz Rd

Current Zoning

- A Zone (Small Lot)

2040 General Plan

- Land use designation - Traditional Neighborhood (TN)



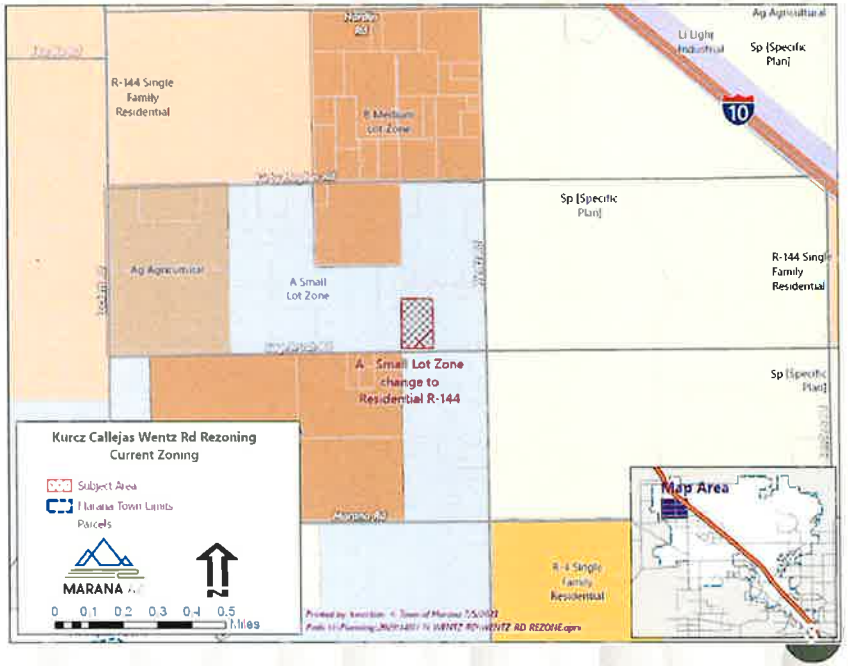
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General Plan and Existing Zoning

2040 General Plan

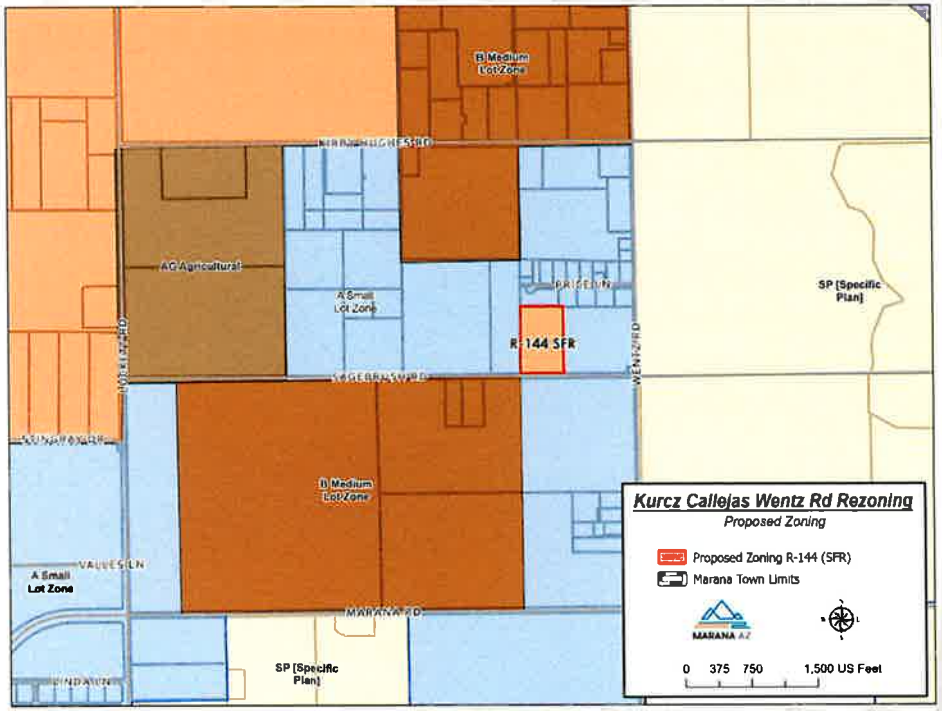


Zoning



Proposed Zoning

- Non-Site Analysis Rezone from A-Small Lot Zone to Residential (R-144)
- Update Legacy Zoning to a current zoning district to allow development of a single family residence
- Minor amendment to the 2040 General Plan from Traditional Neighborhood (TN) to Rural Residential (RR)



Planning Commission Recommendation

The Planning Commission considered this request on July 26th, 2023.

- Voted 6-0, 1 absent, to recommend approval to the Town Council subject to the staff recommended conditions.

5

Staff Recommendation

This is a discretionary item for the Town Council to consider.

Should the Town Council choose to approve this item, staff recommends approval be subject to the conditions set forth in the draft ordinance.

MARANA AZ

Ordinance 2023.025
Bedroxx Rezone

Town Council Public Hearing

8/15/2023

Applicant

- Larsen Baker, Representing Bedroxx Opportunity Fund, LLC (Property Owner)

Request

- Rezone to Heavy Industrial (HI)
- Minor General Plan Amendment to Employment (E)

Size and Location

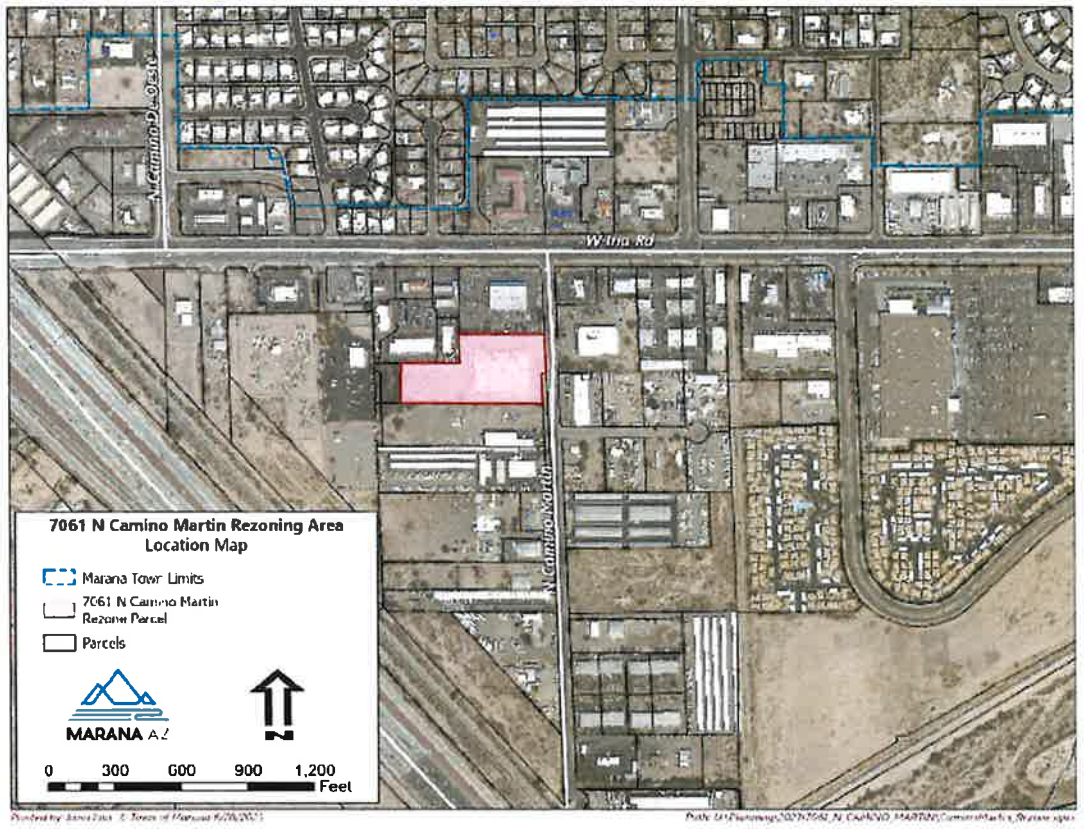
- Approximately 1.75 acres
- Generally located 400' southwest of the Ina Road and Camino Martin intersection

Current Zoning

- Village Commercial (VC)
- Parcel is split-zoned Village Commercial (VC) and Heavy Industrial (HI)

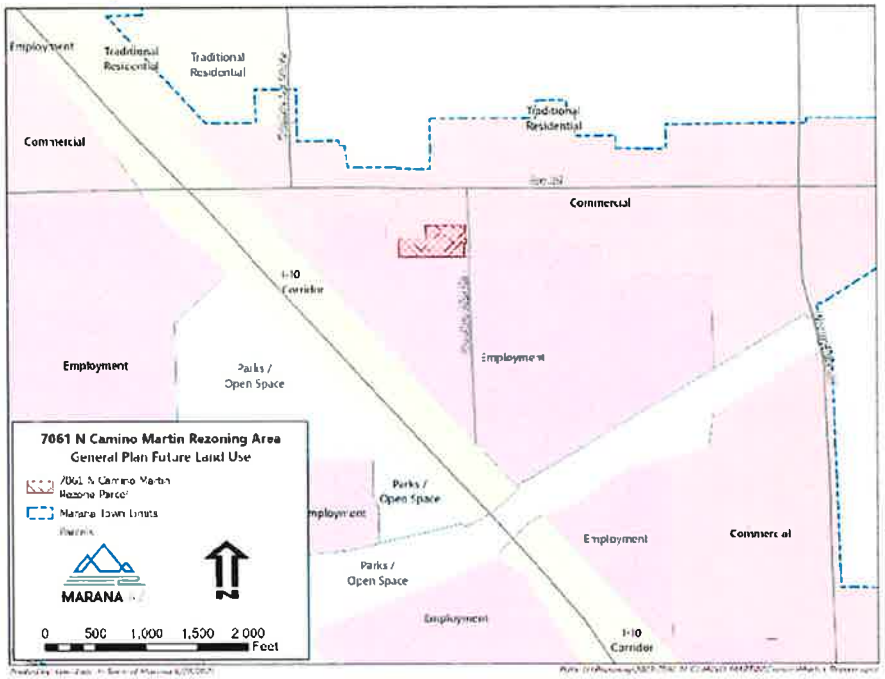
2040 General Plan

- Land use designation is Commercial (C)

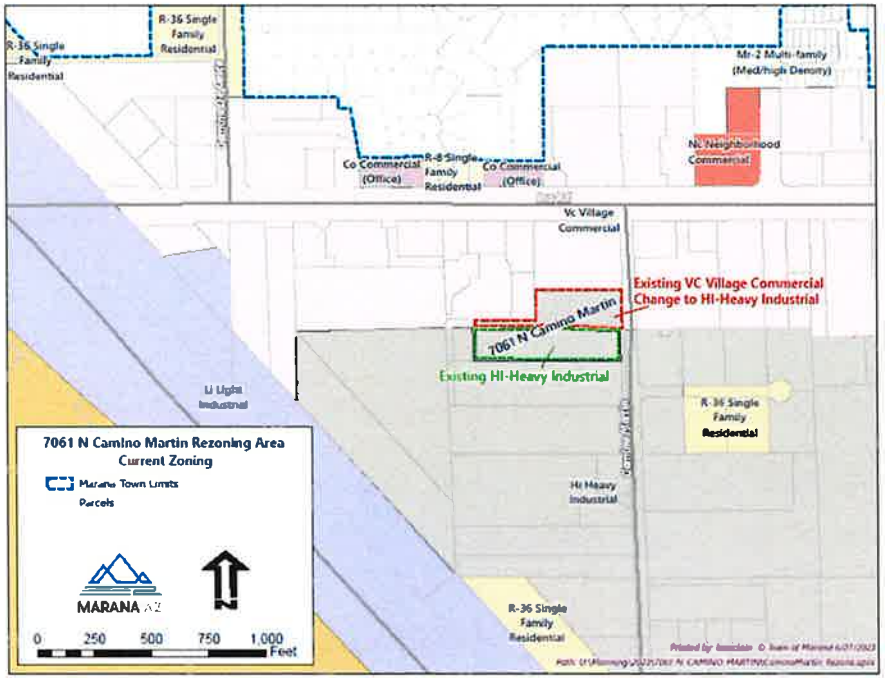


General Plan and Existing Zoning

2040 General Plan



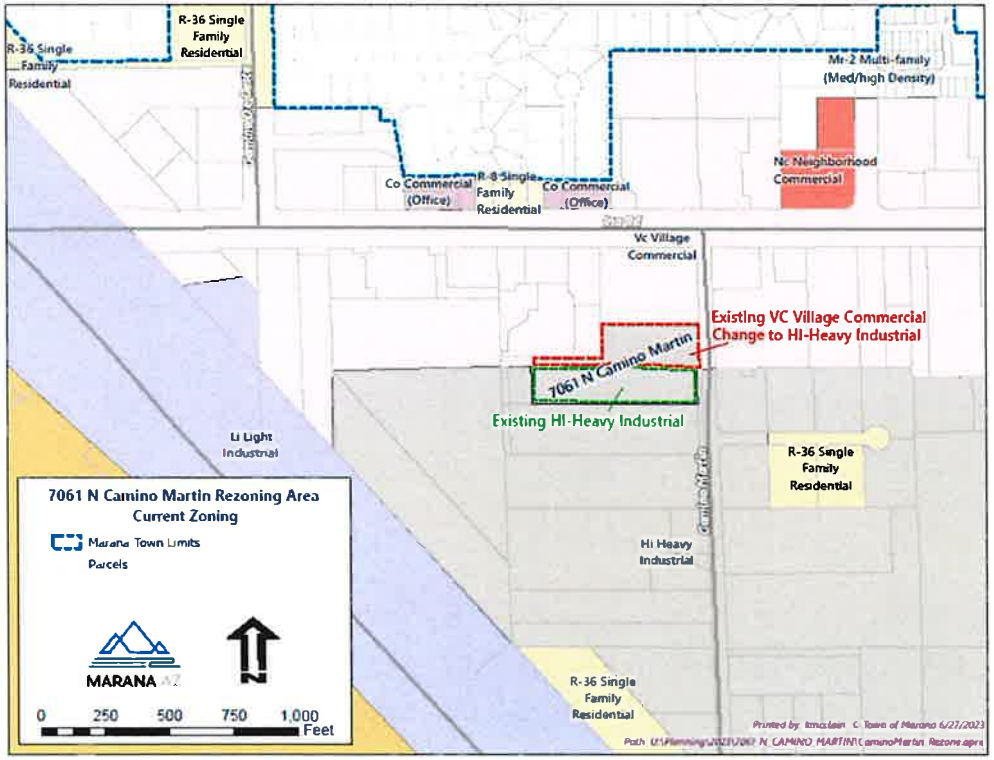
Zoning



Proposed Zoning

Proposed Zoning

- Non-site analysis rezone from Village Commercial (VC) to Heavy Industrial(HI).
- Intent is to create uniform zoning and allow for development of future industrial use in conformance with the HI zoning district.



4

Planning Commission Recommendation

The Planning Commission considered the request on 26 July, 2023.

- Voted unanimously 6-0 to recommend approval to the Town Council subject to the staff recommended conditions.

5

Staff Recommendation

This is a discretionary item for the Town Council to consider. Should the Council choose to approve this item, staff recommends it be subject to the recommended conditions.

6

Ordinance 2023.026
Mandarina South Specific Plan Rezone

Town Council Public Hearing

MARANA AZ

26 July 2023

Location and Request

Applicant

- Pew & Lake

Request

- Rezone to Specific Plan (SP)
- Minor General Plan Amendment to Master Plan Area (MPA)

Size and Location

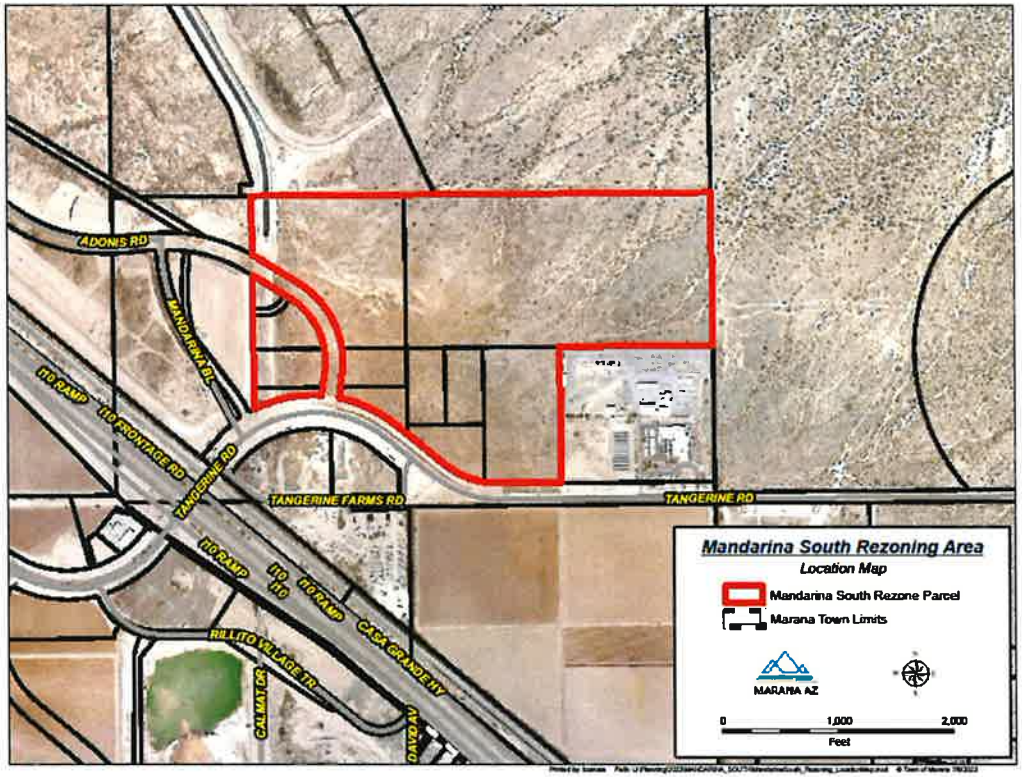
- Approximately 162 acres
- West of Mandarina Boulevard and north of Tangerine Road

Current Zoning

- E – Transportation Corridor Zone

2040 General Plan

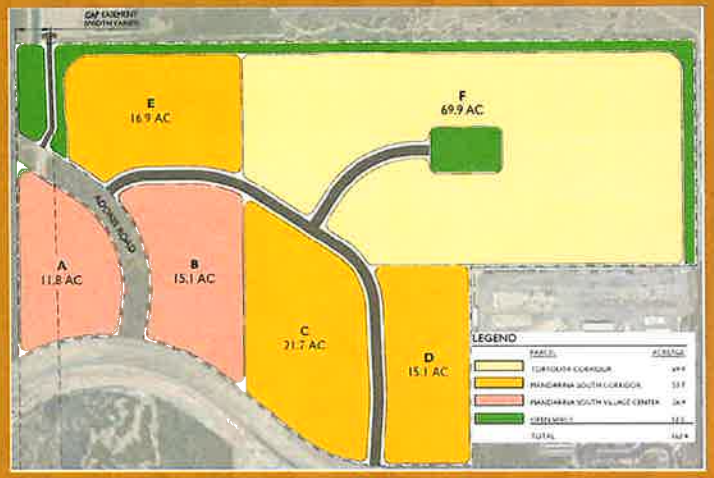
- Land use designation is Commercial (C)



Regional Context



Proposed Land Use



Mandarina South Village Center (MSVC) - A &B

The Mandarina South Village Center shall be located at the intersection of Adonis Road and Tangerine Road. A broad range of retail and employment opportunities with a strong pedestrian integration shall create an exciting walkable hub. Residential uses may be integrated into this area, offering residents myriad opportunities for work and play.

Mandarina South Corridor (MSC) - C, D & E

The Mandarina South Corridor holds a prime position adjacent to Adonis Road and Tangerine Road. The Mandarina South Corridor area shall support uses that benefit from the proximity to a major arterial. Uses in this planning area may be related to those within the Mandarina South Village Center, taking advantage of the vehicle traffic generated by the Mandarina South Village Center uses.

Tortolita Corridor (TC) - F

The Tortolita Corridor is uniquely situated to take advantage of both the natural beauty of the area and the proximity to the shops, employment and services that are proposed in the other Planning Areas. Nearby open space and trails, including the CAP Canal Trail, shall provide visitors and residents with easy access to recreational opportunities

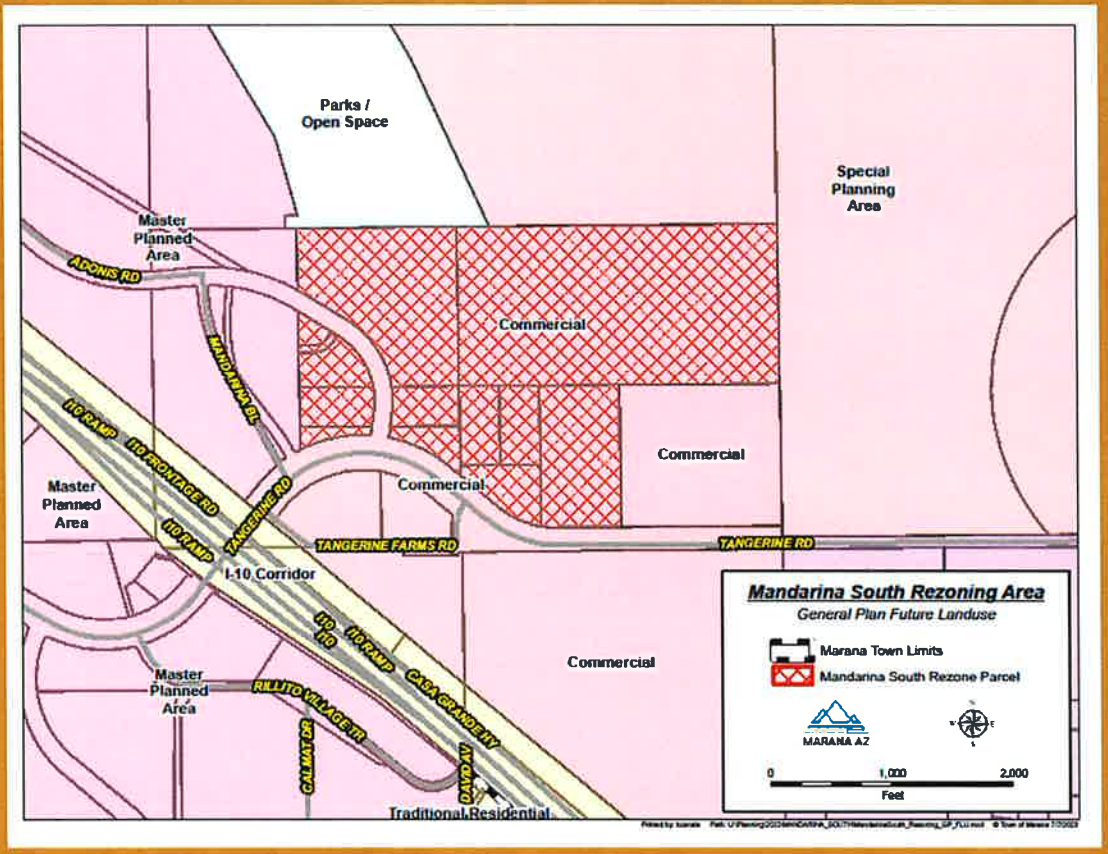
Mandarina South Parks & Open Space (MSPOS)

The Mandarina South Parks & Open Space area is located primarily along the northern and eastern bounds of the community to provide a visual buffer to surrounding development. Open space areas are also central to the community with exact locations for parks and open space to be determined with future development plans.

Minor General Plan Amendment

2040 General Plan

- Current land use designation - Commercial (C)
- Proposed land use designation - Master Plan Area (MPA)



Planning Commission Recommendation

The Planning Commission considered this request on July 26th, 2023Voted 6-0, 1 absent, to recommend approval to the Town Council subject to the staff recommended conditions.

and the additional condition:

1. "The Property Owners shall discuss in good faith with the Town all necessary rights-of-way and accessory easements associated with the drainage infrastructure improvements to be constructed by the Town for the Tangerine Road 2A Project."

Upon further review by staff, it was determined the additional condition was not required in the draft ordinance.

Tangerine Road 2A Project will proceed irrespective of development of the Mandarina South project, therefore, no additional rezoning condition related to this issue is necessary.

6

Staff Recommendation

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

7

DEVELOPMENT AGREEMENT REGARDING STREETS DEVELOPMENT IMPACT FEE CREDITS FOR THE MANDARINA SOUTH 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 MANDARINA SOUTH, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. 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 the "Mandarina South 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.____ (the "Concurrent Ordinance"), which also rezones the Mandarina South Development Project to SP (Specific Plan).

E. The Concurrent Ordinance, among other items, requires the Developer to pay to the Town its proportionate financial share for the costs to design, construct, or otherwise improve the circulation to and within the Tangerine Road/I-10 traffic interchange on or before issuance of the first building permit for the first habitable structure in the Mandarina South Development Project (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 Mandarina South 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 anticipated to be constructed in the Mandarina South Development Project according to the traffic impact analysis (TIA) submitted by the Developer and accepted by the Town, 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 $340,235.06.

1.2. *Credited units*. The Parties anticipate as of the date of recording of this Agreement that 280 single-family units, 1030 multi-family units, and 140,000 square feet of commercial property will be developed in the Mandarina South Development Project. The development impact fee credits will be applied to these units and commercial projects pursuant to what is actually constructed and in accordance with paragraph 1.3, below.

1.3. *Credit per unit/square foot*. The credits against streets development impact fees for the Mandarina South Development Project are as follows:

1.3.1. For the single-family units, $256.32 per unit.

1.3.2. For the multi-family units, $191.10 per unit.

1.3.3. For the commercial development:

(1) $313.75 per 1,000 square feet for the first 15,000 square feet developed, and

(2) $535.39 per 1,000 square feet for the remaining square feet developed.

1.4. *Reimbursement of Credits.* On or before January 31, April 30, July 31, and October 31 of each year, the Town shall reimburse the Developer the credit per unit or square foot, as described in paragraph 1.3 above, for each single-family residential, multi-family, or commercial building permit issued in the Mandarina South 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.

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

1.6. *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 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.

2.9. *Completion of improvements prior to first building permit*. As provided in the Concurrent Ordinance, if the improvements to the Tangerine Road/I-10 traffic interchange are completed before the first building permit is issued in the Mandarina South Development Project, the Developer will not be required to pay its proportionate financial share up-front, but will be required to pay applicable development impact fees as the Mandarina South Development Project is developed; and this Agreement shall be null and void.

2.10. *Termination*. This Agreement shall terminate upon the earlier of (i) the mutual agreement of the Parties; (ii) the completion of the improvements to the Tangerine Road/I-10 traffic interchange before the first building permit is issued in the Mandarina South Development Project as described in paragraph 2.9 above; or (iii) when the Developer is reimbursed in full for the Developer Advance. Upon the occurrence of any of the foregoing, either Party may request that a written termination of this Agreement be recorded in the office of the Pima County Recorder.

[Signatures of the Parties Appear on the Following Page]

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

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

The "Developer":

MANDARINA SOUTH, LLC, an Arizona limited liability company
By: KDL INVESTMENTS, LLC, an Arizona limited liability company, its sole Member

By: _____
Karl N. Huish, Manager

Date: _____

STATE OF ARIZONA)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Karl N. Huish, Manager of KDL INVESTMENTS, LLC, an Arizona limited liability company, sole Member of MANDARINA SOUTH, LLC, an Arizona limited liability company, on behalf of MANDARINA SOUTH, LLC.

(Seal)

_____
Notary Public

MARANA ORDINANCE NO. 2023.026

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 162 ACRES OF LAND GENERALLY LOCATED EAST OF MANDARINA BOULEVARD AND NORTH OF TANGERINE ROAD IN SECTION 31, TOWNSHIP 11S, RANGE 12E, FROM ZONE E (TRANSPORTATION CORRIDOR ZONE) TO SP (SPECIFIC PLAN), CREATING THE MANDARINA SOUTH SPECIFIC PLAN; APPROVING A MINOR AMENDMENT TO THE GENERAL PLAN AMENDING THE LAND USE CATEGORY FROM COMMERCIAL (C) TO MASTER PLAN AREA (MPA); AND APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT REGARDING STREETS DEVELOPMENT IMPACT FEE CREDITS FOR THE MANDARINA SOUTH DEVELOPMENT PROJECT

WHEREAS Mandarina South, L.L.C. (the "Property Owners") owns approximately 162 acres of land generally located east of Mandarina Boulevard and north of Tangerine Road, in Section 31, Township 11S, Range 12E, described and depicted on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owner has authorized Pew & Lake to submit an application to rezone the Rezoning Area from Zone E (Transportation Corridor Zone) to SP (Specific Plan) ("this Rezoning"), creating the Mandarina South Specific Plan, and to amend the 2040 Marana General Plan land use category for the Rezoning Area from Commercial (C) to Master Plan Area (MPA); and

WHEREAS the Marana Planning Commission held a public hearing on this Rezoning on July 26, 2023, and voted 6-0 with one Commissioner absent to recommend that the Town Council approve this Rezoning, subject to the recommended conditions, and with one additional condition added at the Commission meeting: that the Property Owners shall discuss in good faith with the Town all necessary rights of-way and accessory easements associated with the drainage infrastructure improvements to be constructed by the Town for the Tangerine Road 2A Project and resolve the matter prior to the Town Council meeting on August 15, 2023; and

WHEREAS upon further review by staff, the Town has determined that because the Town's Tangerine Road 2A Project will proceed irrespective of development of the Mandarina South project, the Town will obtain all necessary property rights from the Property Owners through the Town's normal property acquisition process associated

with CIP projects, therefore, no additional rezoning condition related to this issue is necessary; and

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

WHEREAS the Marana Town Council finds that Development Agreement Regarding Streets Development Impact Fee Credits for the Mandarina South 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 on this Rezoning on August 15, 2023 and determined that this Rezoning, General Plan amendment, and the Development Agreement Regarding Streets Development Impact Fee Credits for the Mandarina South 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 Mandarina South Development Project attached to and incorporated within this ordinance by this reference as Exhibit B 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 Zone) to SP (Specific Plan), creating the Mandarina South Specific Plan. The Mandarina South Specific Plan, one electronic and one printed copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which was made a public record by and is attached as Exhibit A to Marana Resolution No. 2023-084, is hereby referred to, adopted and made part of this ordinance as if fully set out here.

Section 3. A minor amendment to the General Plan is hereby approved, changing the General Plan land use category of the Rezoning Area from Commercial (C) to Master Plan Area (MPA).

Section 4. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of 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 Conceptual Site Plan(s) 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 detailed traffic impact analysis (TIA) has been submitted by the Property Owners and accepted by Town staff. The Property Owners may be required to submit an updated TIA or updated traffic studies when warranted by changes to the Rezoning Area or in development surrounding the Rezoning Area.

5. 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. The Property Owners may be required to submit an updated WIP when warranted by changes to the Rezoning Area or in development surrounding the Rezoning Area.

6. 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. The Property Owners may be required to submit an updated sewer plan when warranted by changes to the Rezoning Area or in development surrounding the Rezoning Area.

7. 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.

8. 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.

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. The Property Owners shall dedicate or cause to have dedicated to the Town all necessary rights-of-way associated with the future development of the Rezoning Area upon demand of the Town, including without limitation a 150-foot right-of-way for Adonis Road and any required accessory easements for the road.

14. Pursuant to the accepted TIA, the Property Owners must install traffic signals to the Town's required specifications at the intersections of the future minor collector road/Tangerine Road and Adonis Road/future minor collector road, when warranted to mitigate Level of Service and safety concerns.

15. The maximum number of residential units, including single-family detached, single-family attached, and multi-family units, shall not exceed 1,500.

16. The Property Owners shall comply with Arizona state law and Marana Town Code Chapter 17-12 regarding the protection of cultural resources in the Rezoning Area.

17. Except as otherwise set forth in this section, on or before issuance of the first building permit for the first habitable structure in the Rezoning Area, 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 Tangerine Road/I-10 traffic interchange. 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 Rezoning Area. If the improvements to the Tangerine Road/I-10 traffic interchange are completed before the first building permit is issued in the Rezoning Area, the Property Owners will not be required to pay their proportionate financial share up-front, but will be required to pay applicable development impact fees as the Rezoning Area is developed.

18. The Property Owners shall coordinate development of the Rezoning Area with the Central Arizona Project (CAP) as necessary, including obtaining any necessary CAP permits for development of the Rezoning Area and payment of any CAP fees.

Section 5. 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 6. 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 15th day of August, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Mandarina South Specific Plan

Town of Marana Town Council

August 15, 2023

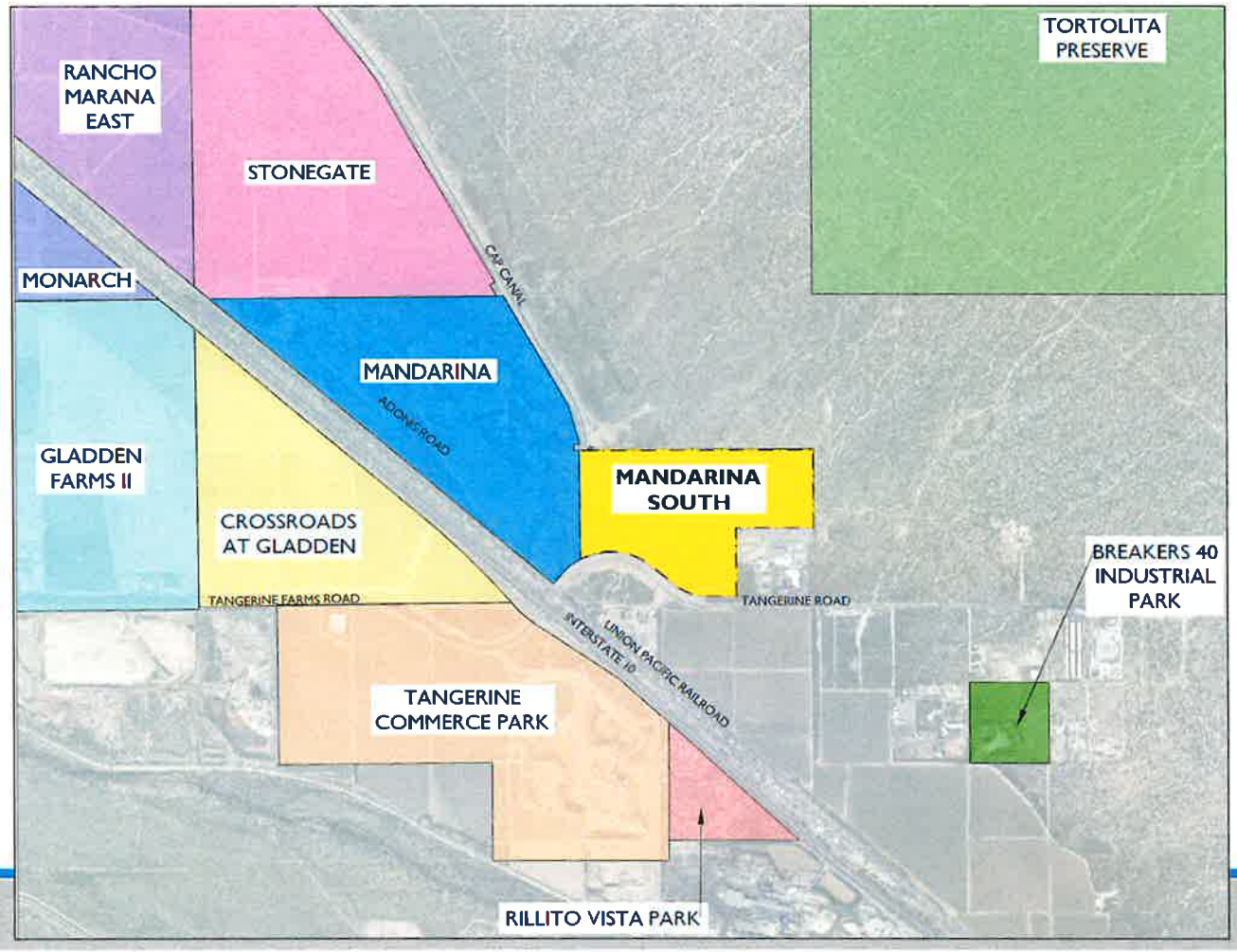


Vicinity Map

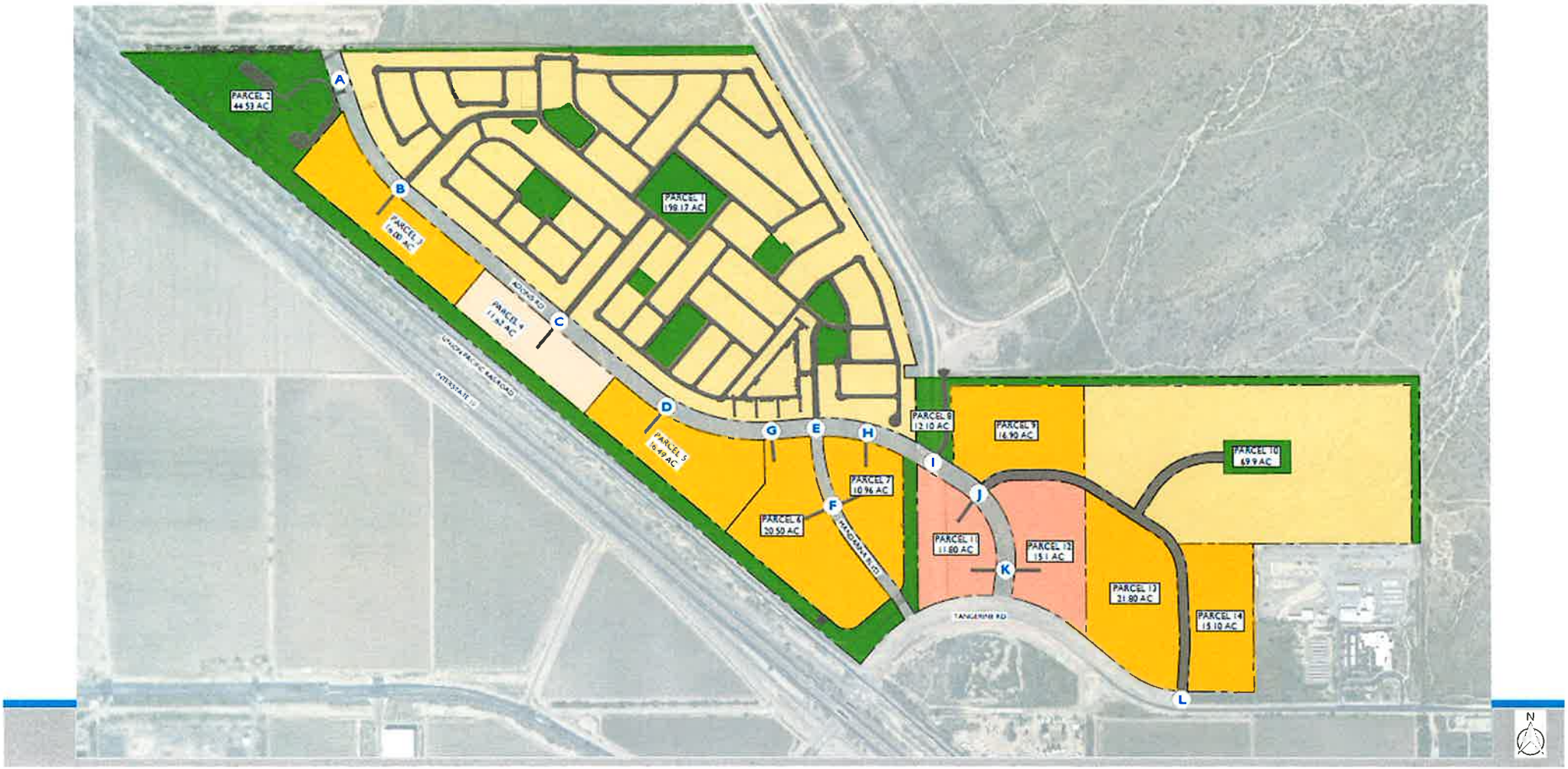
- +/- 162-acre site



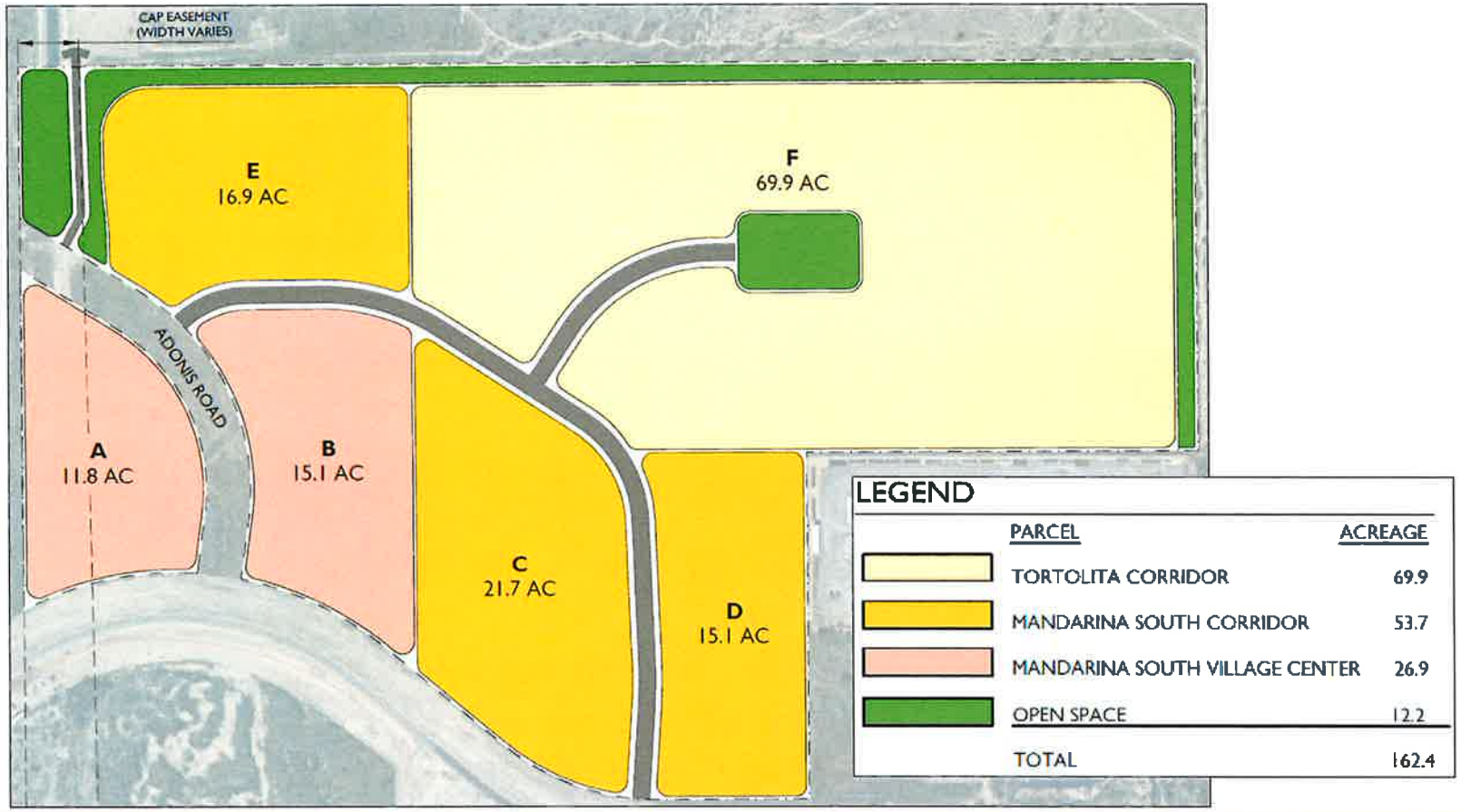
Development Context Map



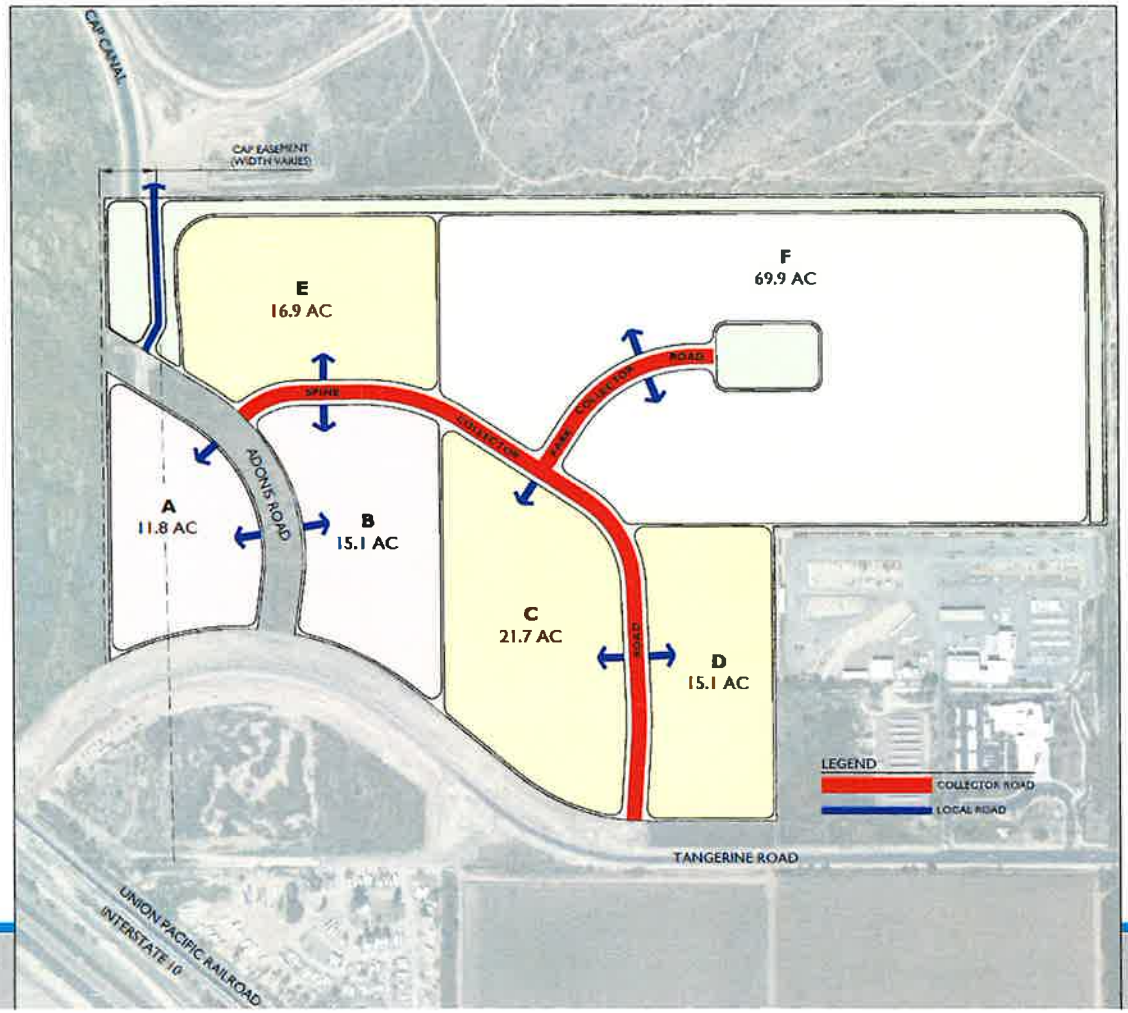
Mandarina and Mandarina South



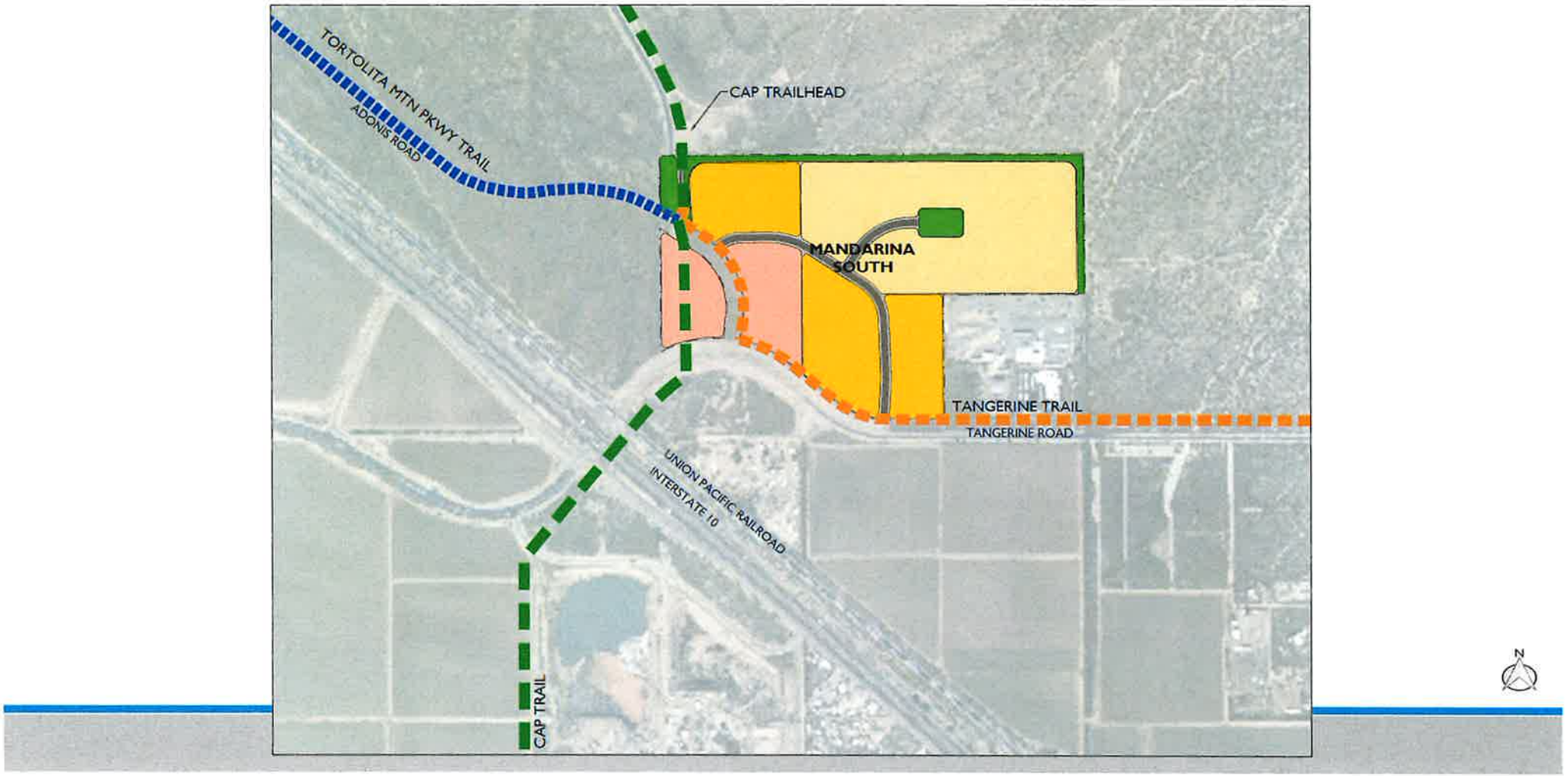
Mandarina South Land Use Concept



Mandarina South Circulation Concept



Mandarina South Trails Plan



Key Aspects

- **Balance of commercial and residential development with higher intensity uses next to the arterial streets**
- **Maximum number of proposed residential units: 1,500**
- **Open Space to provide visual buffers with adjacent properties to the north and east**
- **Parks to be located within residential areas and integration with the CAP Canal Trail to be provided**

Requests to Town of Marana

- **Minor amendment to the General Plan Future Land Use Map from Commercial (C) to Master Plan Area (MPA)**
- **Rezoning from Zone E- Transportation Corridor Zone to Specific Plan (SP)**

Thank You

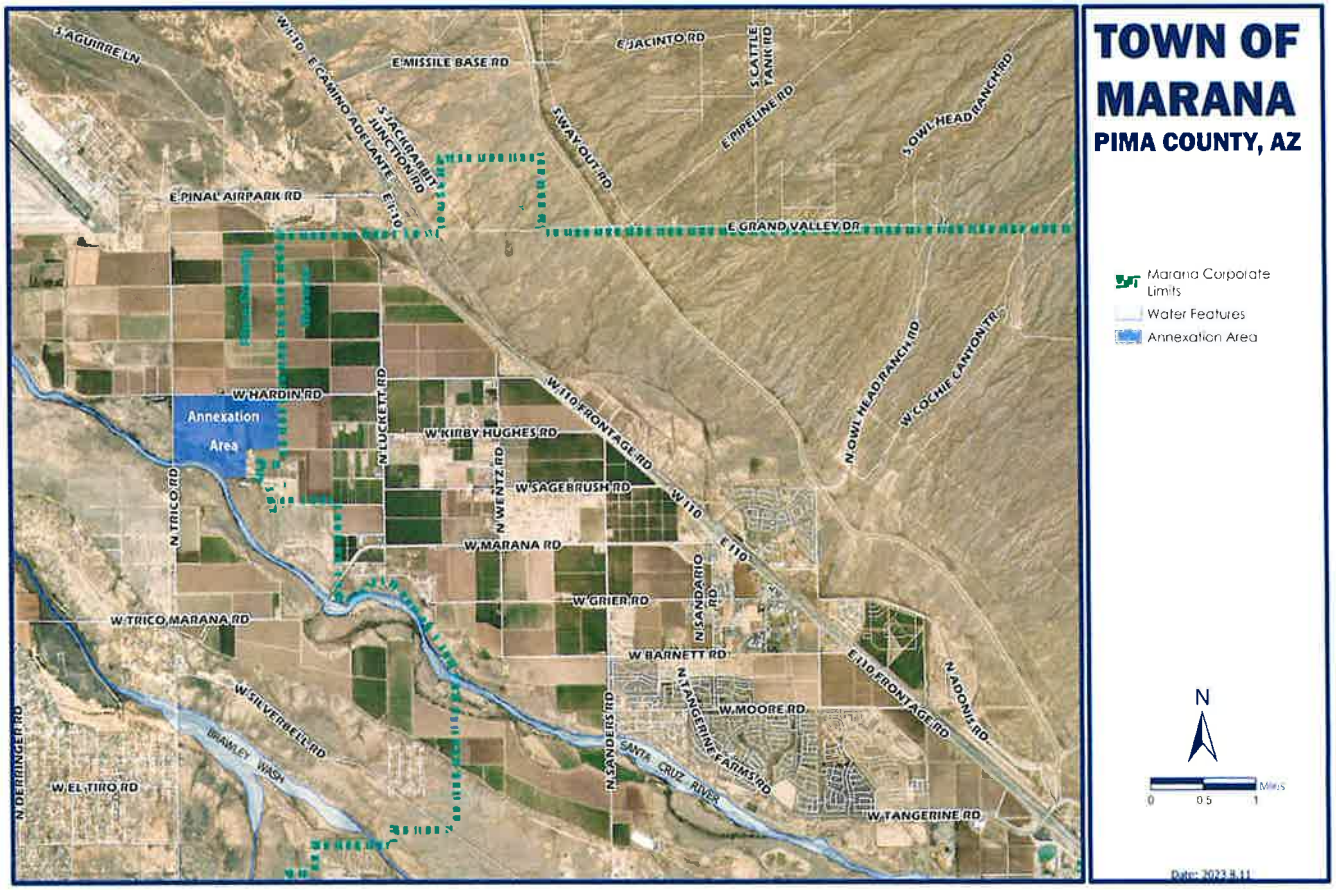


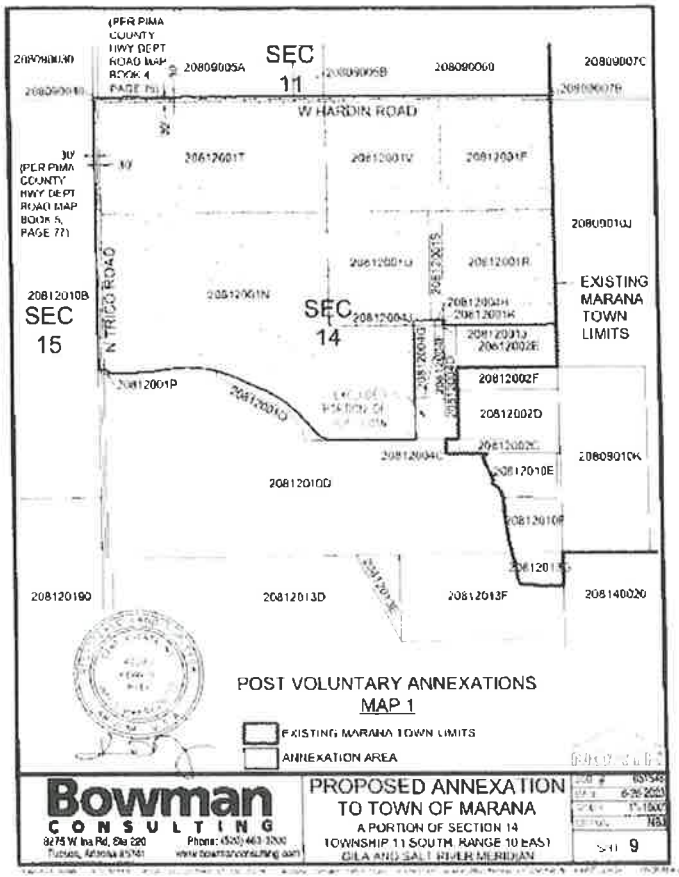
POST MARANA PUMPKIN PATCH ANNEXATION

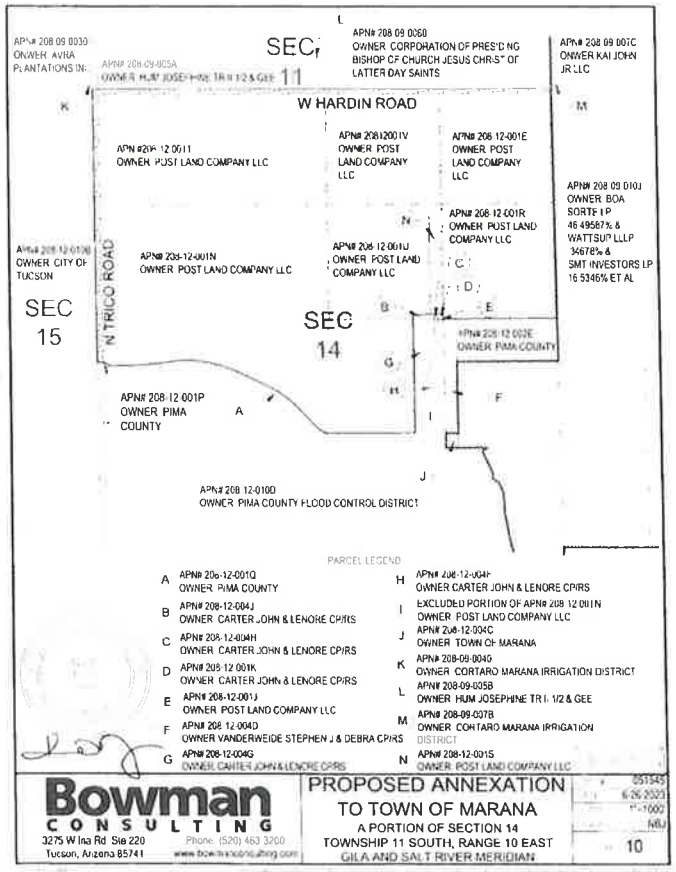
Town Council Public Hearing
August 15, 2023

MARANA AZ

2


TOWN OF MARANA
PIMA COUNTY, AZ
Marana Corporate Limits
Water Features
Annexation Area
Annexation Area
W HARDIN RD
W KIRBY HUGHES RD
W SAGEBRUSH RD
W MARANA RD
W GRIER RD
W BARNETT RD
W MOORE RD
W TANGERINE RD
W TRICO MARANA RD
W EL TIRO RD
W SILVERBELL RD
E MISSILE BASE RD
E JACINTO RD
E PINAL AIRPARK RD
E GRAND VALLEY DR
E PIPELINE RD
S OWL HEAD RANCH RD
N OWL HEAD RANCH RD
W COCHIE CANYON TR
N LUCKETT RD
N TRICO RD
N WENTZ RD
N SANDARIO RD
N ADONIS RD
N TANGERINE FARMS RD
N LANDERS RD
N DEERINGER RD
W I-10 FRONTAGE RD
E I-10 FRONTAGE RD
W I-10
E I-10
BRAWLEY WASH
SANTA CRUZ RIVER
N
0
0.5
1
Miles


SEC 11
SEC 15
SEC 14
W HARDIN ROAD
N TRICO ROAD
EXISTING MARANA TOWN LIMITS
POST VOLUNTARY ANNEXATIONS
MAP 1
EXISTING MARANA TOWN LIMITS
ANNEXATION AREA
Bowman CONSULTING
PROPOSED ANNEXATION
TO TOWN OF MARANA
A PORTION OF SECTION 14
TOWNSHIP 11 SOUTH, RANGE 10 EAST
GILA AND SALT RIVER MERIDIAN


SEC 11
W HARDIN ROAD
N TRICO ROAD
SEC 15
SEC 14
PARCEL LEGEND
A APN# 208-12-001Q OWNER PIMA COUNTY
B APN# 208-12-004J OWNER CARTER JOHN & LENORE CP/RS
C APN# 208-12-004H OWNER CARTER JOHN & LENORE CP/RS
D APN# 208-12-001K OWNER CARTER JOHN & LENORE CP/RS
E APN# 208-12-001J OWNER POST LAND COMPANY LLC
F APN# 208-12-004D OWNER VANDERWEIDE STEPHEN J & DEBRA CP/RS
G APN# 208-12-004G OWNER CARTER JOHN & LENORE CP/RS
H APN# 208-12-004F OWNER CARTER JOHN & LENORE CP/RS
I EXCLUDED PORTION OF APN# 208 12 001N OWNER POST LAND COMPANY LLC
J APN# 208-12-004C OWNER TOWN OF MARANA
K APN# 208-09-004G OWNER CORTARO MARANA IRRIGATION DISTRICT
L APN# 208-09-005B OWNER HUM JOSEPHINE TR I 1/2 & GEE
M APN# 208-09-007B OWNER CORTARO MARANA IRRIGATION DISTRICT
N APN# 208-12-001S OWNER POST LAND COMPANY LLC
Bowman CONSULTING
3275 W Ina Rd Ste 220
Tucson, Arizona 85741
Phone: (520) 463 3200
PROPOSED ANNEXATION
TO TOWN OF MARANA
A PORTION OF SECTION 14
TOWNSHIP 11 SOUTH, RANGE 10 EAST
GILA AND SALT RIVER MERIDIAN

3


LEGEND
ADMISSIONS
COUNTRY STORE
RED BARN GRILL
BAKERY
EMPLOYEE LOUNGE
BATHROOM 1
TRAIN DEPOT
CONCESSION STAND 1
JUMPING PILLOWS
PLAYGROUND
POND
CONCESSION STAND 2
BATHROOM 2
BRIDGE
STAGE
ENTRANCE BARN
ACTIVITY BARN 1
CONCESSION STAND 3
ACTIVITY BARN 2
BATHROOM 3
ACTIVITY BARN 3
FARM FIELD FLOWERS
FARM FIELD CORN MAZE
ANIMAL PANTHER
TRAIN TRACK
ZIPLINE
PUMPKIN CANNONS
ACTIVITES
FACILITY STORAGE/DELIVERY UNLOADING
PARKING
EMPLOYEE HOUSING
LIGHT INDUSTRIAL MACHINE SHOP
REDDI MIX BATCH PLANT
MAINTENANCE SHOP
DIRT TRAIL
DIRT ROAD
MAIN ROAD
Bowman
SITE MAP
MARANA PUMPKIN PATCH
051545-01-001
1
1 OF 1

4

Discussion

5

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 22, 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 6:00 PM and directed the Town Clerk to call the roll. **Council Member Kai** and **Council Member Officer** were absent. All other Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Vice Mayor Post moved to approve the agenda as presented. Council Member Ziegler seconded the motion. Motion passed, 5-0.

Mayor Honea gave permission to **Anthony Cerasani** to address the Council. **Mr. Cerasani** praised the Town's Police Department and Code Enforcement Division for assistance he received. He presented the Council with a letter and Code Enforcement notice, which were returned to him before left.

COUNCIL ACTION

A1 Ordinance No. 2023.027: Relating to Annexation; annexing into the corporate limits of the Town of Marana that territory known as the Post Marana Pumpkin Patch Annexation, approximately 370 acres of land located southeast of the intersection of W Hardin Road and N Trico Road in Section 14, Township 11 South, Range 10 East; approving a plan to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development; and establishing original Town of Marana zoning (Jason Angell)

Vice Mayor Post declared a conflict of interest and recused himself from the dais at 6:04 PM.

Development Services Director Jason Angell presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office and attached to these minutes as Exhibit A. **Mr. Angell** said Town staff evaluated this annexation request against the Town's annexation policy, and he mentioned that the details of the resulting analysis are included in the staff report accompanying the agenda materials.

Mr. Angell highlighted a few main points. He said the Town would assume the maintenance of an additional 3.1 lane-miles of road at an estimated cost of approximately $22,400.00 annually in road maintenance. He said the Police Department's boundaries will be expanded to cover the annexation area, but that associated costs to the Town are anticipated to be minimal. **Mr. Angell** said that estimated annual tax revenues generated from the subject property are believed to be sufficient to cover the additional costs to the Town, and that there was no need for water or sewer infrastructure to be extended to the property, since it is currently on a well and septic system.

Mr. Angell explained that the current Pima County zoning for the subject property is Rural Homestead (RH), and that the proposed Town of Marana translational zoning would be Agricultural (AG). He said that the applicant has submitted a request for a conditional use permit to allow for the continued use of the property for outdoor amusement, which is scheduled to be heard before the Planning Commission next week. If approved, the CUP would allow for the Post Pumpkin Patch operations to continue on the property.

For more information, including maps depicting the subject property, please see the presentation slides.

Council Member Commerford moved to adopt Ordinance 2023.027. Council Member Ziegler seconded the motion. Motion passed, 4-0.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn.

Council Member Comerford moved to adjourn the meeting. Council Member Craig seconded the motion. Motion passed, 4-0. Meeting adjourned at 6:09 PM.

CERTIFICATION

I hereby certify that the forgoing are the true and correct minutes of the Marana Town Council Special Meeting held on August 22, 2023. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

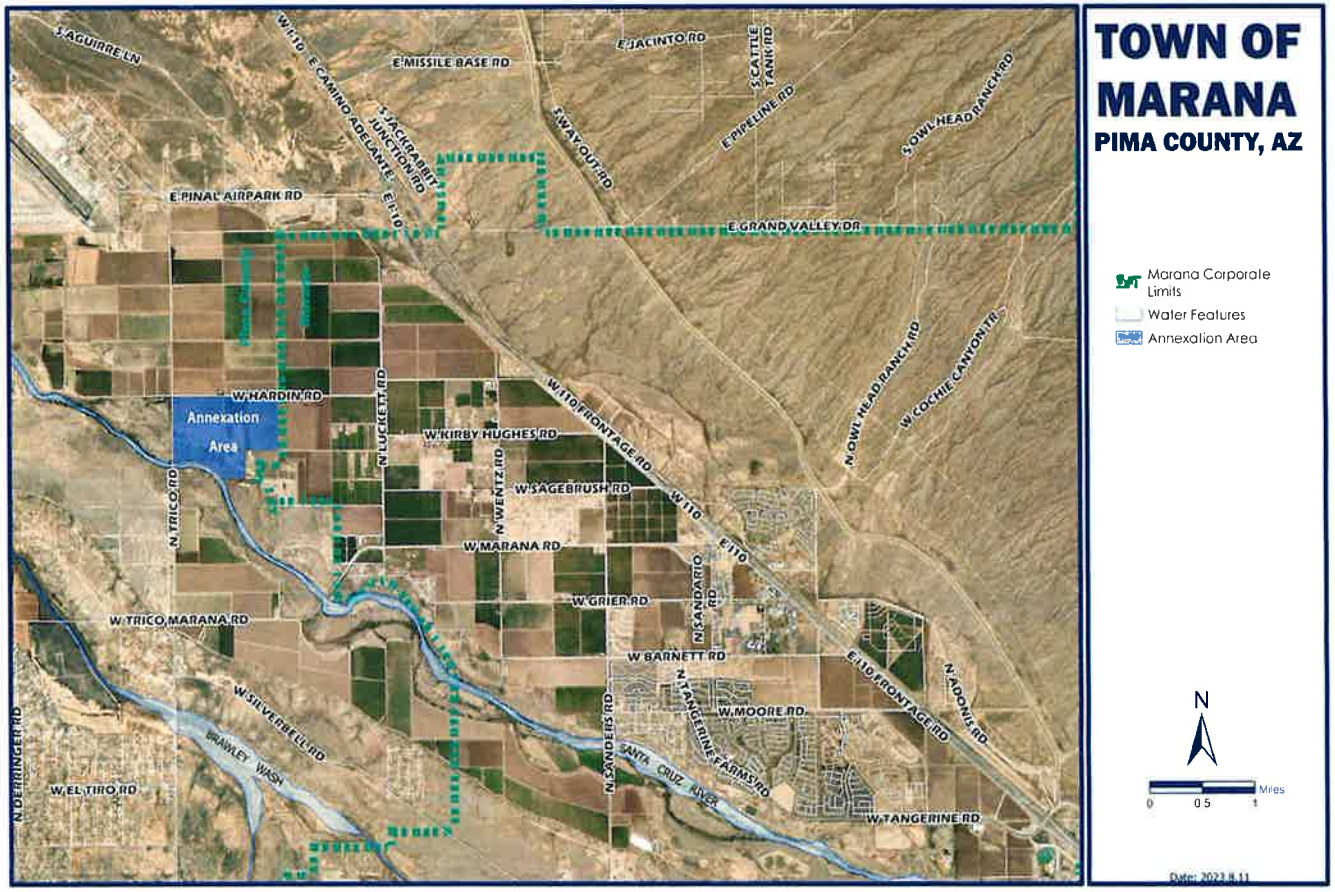


POST MARANA PUMPKIN PATCH ANNEXATION & ZONING

Ordinance No. 2023.027

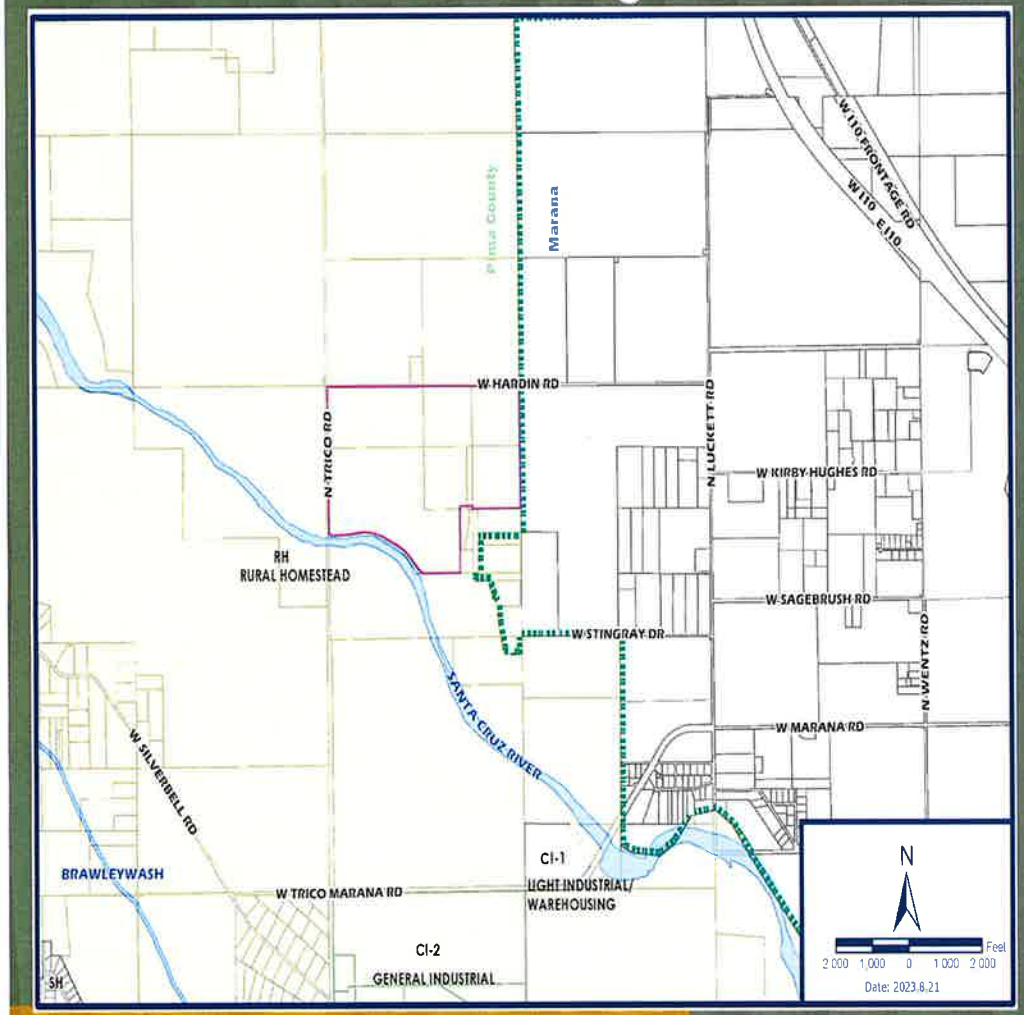
August 22, 2023

MARANA AZ

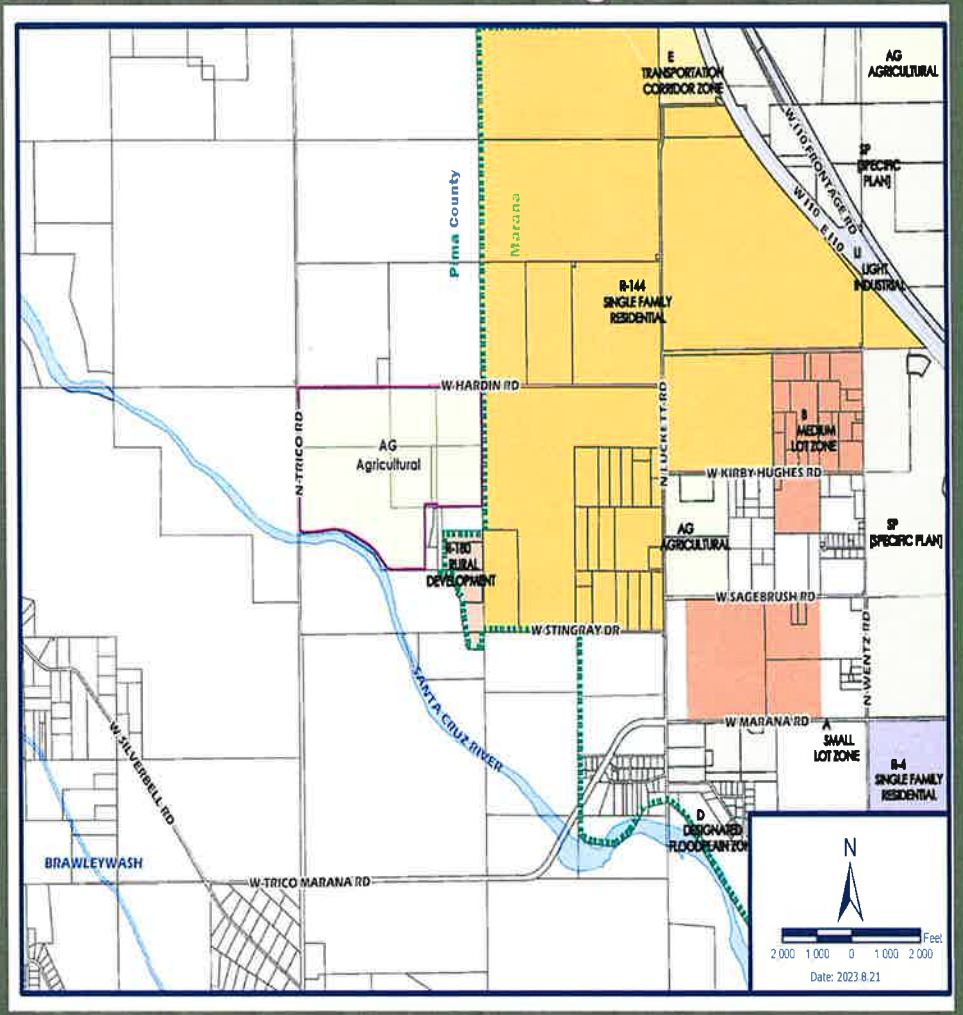

TOWN OF MARANA
PIMA COUNTY, AZ
Marana Corporate Limits
Water Features
Annexation Area
Annexation Area
S AGUIRRE LN
E MISSILE BASE RD
E JACINTO RD
S CATTLE TANK RD
E PIPELINE RD
S OWL HEAD RANCH RD
S WAYOUT RD
E PINAL AIRPARK RD
E CAMINO ADELANTE
S JACKRABBIT JUNCTION RD
E GRAND VALLEY DR
W HARDIN RD
N LUCKETT RD
W KIRBY HUGHES RD
W SAGEBRUSH RD
N WENTZ RD
W MARANA RD
W GRIER RD
W BARNETT RD
W MOORE RD
W TANGERINE RD
N TRICO RD
W TRICO MARANA RD
W EL TIRO RD
N DERRINGER RD
W SILVERBELL RD
BRAWLEY WASH
SANTA CRUZ RIVER
N SANDARIO RD
N SANDERS RD
N TANGERINE FARMS RD
E I-10 FRONTAGE RD
W I-10 FRONTAGE RD
N ADONIS RD
N OWL HEAD RANCH RD
W COCHIE CANYON TR
E I-10
W I-10
N
Miles
0 0.5 1

2

Pima Co. Zoning



Marana Zoning




LEGEND
1 ADMISSIONS
2 COUNTRY STORE
3 RED BARN GRILL
4 BAKERY
5 EMPLOYEE LOUNGE
6 BATHROOM 1
7 TRAIN DEPOT
8 CONCESSION STAND 1
9 JUMPING PILLOWS
10 PLAYGROUND
11 POND
12 CONCESSION STAND 1
13 BATHROOM 2
14 BRIDGE
15 STAGE
16 ENTRANCE BARN
17 ACTIVITY BARN 1
18 CONCESSION STAND 3
19 ACTIVITY BARN 2
20 BATHROOM 3
21 ACTIVITY BARN 3
22 FARM FIELD/ FLOWERS
23 FARM FIELD/ CORN MAZE
24 ANIMAL PASTURE
25 TRAIN TRACK
26 ZIPLINE
27 PUMPKIN CANNONS
28 ACTIVITES
29 FACILITY STORAGE/DELIVERY UNLOADING PARKING
30 EMPLOYEE HOUSING
31 LIGHT INDUSTRIAL MACHINE SHOP
32 READI MIX BATCH PLANT
33 MAINTENANCE SHOP
DIRT TRAIL
DIRT ROAD
MAIN ROAD
Bowman
Bowman Consulting Group, Ltd
3275 W. Ina Rd., Suite 220
Tucson, AZ 85741
T Phone (520) 403-2300
www.bowmanconsulting.com
SITE MAP
MARANA PUMPKIN PATCH
051543-01.001
1
1 OF 1

4

Recommendation
Discretionary Item

Town staff recommends adoption of Ordinance No. 2023.0027, approving the Post Marana Pumpkin Patch Annexation; approving a plan to provide the annexed territory with appropriate levels of infrastructure and services; and adopting original Town of Marana zoning (Agricultural (AG)) for the annexed property.

5

Discussion

Council-Regular Meeting **A1**

Meeting Date: 09/19/2023

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Steven Cheslak, Principal Planner

Date: September 19, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2023.029: Relating to Development; approving modifications to rezoning conditions of Marana Ordinance No. 2006.29, which rezoned approximately 9.95 acres of land generally located at the southwest corner of the intersection of Ina and Silverbell Roads, to delete zoning conditions that were intended to only allow a retail shopping center on the site and to remove zoning conditions related to the now-completed Silverbell Road improvement project (Scott S. Radden)

Discussion:

Request

The Planning Center is requesting approval to modify Section 3 of Marana Ordinance No. 2006.29, adopted by the Marana Town Council on September 19, 2006, approving a rezoning for the 9.95-acre Silverbell Crossroads development. The ordinance rezoned four parcels totaling 9.95 acres on the southwest corner of Ina Road and Silverbell Road from NC (Neighborhood Commercial, 6.3 acres) and R-144 (Single Family Residential, 3.65 acres) to VC (Village Commercial).

The requested modifications for Section 3 of Ordinance No. 2006.29 are listed below. Requested items for removal are depicted by ~~strikethrough~~ and items to be added are *italicized*.

Section 3. ~~The intent of the rezoning is to allow for the development of a~~

~~retail shopping center.~~ This rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this rezoning ordinance):

1. Compliance with all provisions of Town's Codes, Ordinances, and policies of the General Plan current at the time of development including, but not limited to, requirements for public improvements.
~~2. Compliance with Title 24.S.Use Regulations in the Silverbell Road Commercial Overlay District of the Land Development Code with the following exemptions:~~
~~a. Allow one bank drive-through location and facility generally as shown in the tentative development plan.~~
~~b. Allow one restaurant drive-through location and facility generally as shown in the tentative development plan.~~
~~3. The developer shall provide enhanced landscape and/or hardscape to ensure that headlights from cars entering the drive-through lanes do not shine onto adjacent property.~~
~~4. The developer shall be responsible for all improvements needed onsite and for the offsite driveway connections and sewerage. The developer shall be responsible for making a monetary contribution to the Town to in an amount sufficient to cover the cost of the design and construction of a northbound left turn lane in Silverbell Road at the south driveway and a westbound left turn lane in Ina Road at the west driveway to be incorporated into the Silverbell Road improvement project.~~
~~5. The Town of Marana shall not issue a certificate of occupancy for any commercial use in the proposed shopping center until the Town's capital improvement project on Silverbell Road is substantially completed.~~
2. Any plat or development plan for any portion of the property submitted after the effective date of this ordinance shall be in general conformance with the conceptual land use plan attached to and incorporated in this ordinance by this reference as Exhibit 1: Conceptual Land Use Plan.
3. Drive-through facilities are prohibited in the Rezoning Area.

Surrounding Land Use and Zoning
To the north of the subject properties, across Ina Road, is vacant property zoned Silverbell Gateway Specific Plan that allows for a wide range of residential and commercial uses. The Amazon distribution center, also zoned Silverbell Gateway Specific Plan, is located at the northeast corner of the Silverbell Road and Ina Road intersection. A Circle K gas/convenience store is located at the southeast corner of the Silverbell Road and Ina Road intersection, zoned Riverside at Gateway Specific Plan. To the west of the subject properties is the Bridlewood West Subdivision, zoned Single Residence (CR-1), located in Pima County. Vacant property zoned R-144 single-family residential (SFR) is located to the south of the subject properties.

Land Use and Analysis
Review of the documents pertaining to the 2006 Silverbell Crossroads rezoning

ordinance revealed the zoning conditions restricting development on the property are less relevant today based on several factors. Off-site improvements to Silverbell Road and Ina Road have already occurred and most of the Ina/ Silverbell intersection area is built-out or is currently being developed. The intent of the owner is to develop this property and another four acre parcel directly to the south (a total of 13.4 acres) as a multi-familly development consisting of eight buildings with 240 units. Multi-family residential is normally considered a less intense use and a buffer between major arterials and single-family residential subdivisions, versus a retail shopping center. A retail shopping center would create an area of high traffic uses and would create greater commercial activity throughout the day. The property has remained vacant for over 17 years since the rezone and now offers an opportunity for infill and offers more housing opportunities within Marana. Multi-family residential is normally permitted by right in the Village Commercial zoning district.

Regarding the removal of the rezoning condition #4, the Marana Traffic Division has determined the Ina Road driveway will be an exit only and the existing westbound left turn lane is adequate on Ina Road. The Traffic Impact Analysis (TIA) for the accompanying adjacent parcel rezoning has determined the existing approximately 200 feet of storage on northbound Silverbell Road at the proposed Driveway "B" is more than enough to accommodate the traffic. In addition, the westbound Ina Road and Northbound Silverbell Road turn lanes were built between the years of 2008 – 2010 with the project that widened Silverbell Road from two lanes to four lanes from Cortaro Road to Ina Road. The combination of these improvements over the past years will account for the obligations imposed by the existing rezoning condition #4 and render it irrelevant. Condition #5 can also be deleted due to the completion of the Silverbell Road project.

Access and Circulation
The subject property is adjacent to Silverbell Road and Ina Road, which are major north/south and east/west arterial connections, and is supported by existing and improved infrastructure.

Citizen Participation
The applicant mailed a letter to each of the property owners within 300 feet of the subject property advising them of the applications submitted to the Town. The letter provided the opportunity for the property owners to contact and meet with the applicants to discuss the project via a virtual Zoom meeting. Two surrounding property owners attended the meeting.

Public Notification
This public hearing was noticed in The Daily Territorial newspaper, and all property owners within 300 feet 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 and on the Town's website. As of September 5, 2023, no comments were received.

Staff Recommendation:

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 based upon the recommended findings and subject to the conditions set forth in the draft ordinance attached.

Planning Commission Recommendation
The requested zoning ordinance condition modification was considered at a public hearing before the Marana Planning Commission on August 30, 2023. The Planning Commission voted unanimously 6-0 (1 absent) to recommend to the Town Council approval of the request subject to the recommended conditions.

Suggested Motion:

I move to adopt Ordinance No. 2023.029, approving the Silverbell Crossroads Zoning Ordinance Condition Modification subject to the recommended conditions set forth in the draft ordinance.

Attachments

Ordinance No. 2023.029
Exhibit 1
Ordinance No. 2006.29
Location Map
Application

MARANA ORDINANCE NO. 2023.029

RELATING TO DEVELOPMENT; APPROVING MODIFICATIONS TO REZONING CONDITIONS OF MARANA ORDINANCE NO. 2006.29, WHICH REZONED APPROXIMATELY 9.95 ACRES OF LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF INA AND SILVERBELL ROADS, TO DELETE ZONING CONDITIONS THAT WERE INTENDED TO ONLY ALLOW A RETAIL SHOPPING CENTER ON THE SITE AND TO REMOVE ZONING CONDITIONS RELATED TO THE NOW-COMPLETED SILVERBELL ROAD IMPROVEMENT PROJECT

WHEREAS the Mayor and Council of the Town of Marana adopted Ordinance No. 2006.29 on September 19, 2006, approving a rezoning of approximately 9.95 acres of land generally located at the southwest corner of the intersection of Ina and Silverbell Roads; and

WHEREAS approval of the rezoning was subject to a number of conditions, including conditions that were intended to only allow a retail shopping center on the site, and conditions related to the now-completed Silverbell Road improvement project; and

WHEREAS MC Companies recently purchased the four parcels comprising the 9.95-acre property and a 4.13-acre parcel to the south to develop the proposed The Place at Ina Crossroads, a 240-unit apartment community; and

WHEREAS MC Companies has applied to the Town to remove rezoning conditions from Ordinance No. 2006.29 that are no longer applicable to the site, due to the proposed apartment use of the site and due to changed circumstances since 2006; and

WHEREAS the Mayor and Council find that the condition modifications set forth in this ordinance are in the best interests of the Town and its citizens.

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

Section 1. Section 3 of Marana Ordinance No. 2006.29 is hereby revised as follows, with deletions shown with ~~strikeouts~~ and additions shown with double-underlining:

Section 3. ~~The intent of the rezoning is to allow for the development of a retail shopping center.~~ This rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana

Land Development Code (but which shall not cause a reversion of this rezoning ordinance):

1. Compliance with all provisions of Town's Codes, Ordinances, and policies of the General Plan current at the time of development including, but not limited to, requirements for public improvements.

~~2. Compliance with Title 24.S. Use Regulations in the Silverbell Road Commercial Overlay District of the Land Development Code with the following exemptions:~~

~~a. Allow one bank drive-through location and facility generally as shown in the tentative development plan.~~

~~b. Allow one restaurant drive--through location and facility generally as shown in the tentative development plan.~~

~~3. The developer shall provide enhanced landscape and/or hardscape to ensure that headlights from cars entering the drive-through lanes do not shine onto adjacent property.~~

~~4. The developer shall be responsible for all improvements needed onsite and for the offsite driveway connections and sewerage. The developer shall be responsible for making a monetary contribution to the Town to in an amount sufficient to cover the cost of the design and construction of a northbound left tum lane in Silverbell Road at the south driveway and a westbound left turn lane in Ina Road at the west driveway to be incorporated into the Silverbell Road improvement project.~~

~~5. The Town of Marana shall not issue a certificate of occupancy for any commercial use in the proposed shopping center until the Town's capital improvement project on Silverbell Road is substantially completed~~.

2. Any plat or development plan for any portion of the Rezoning Area submitted after the effective date of this ordinance shall be in general conformance with the conceptual land use plan attached to and incorporated in this ordinance by this reference as Exhibit 1: Conceptual Land Use Plan.

3. Drive-through facilities are prohibited in the Rezoning Area.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed as of the effective date of this ordinance; provided, however, that this repeal shall not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

Section 3. 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.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of September, 2023.

Mayor Ed Honea

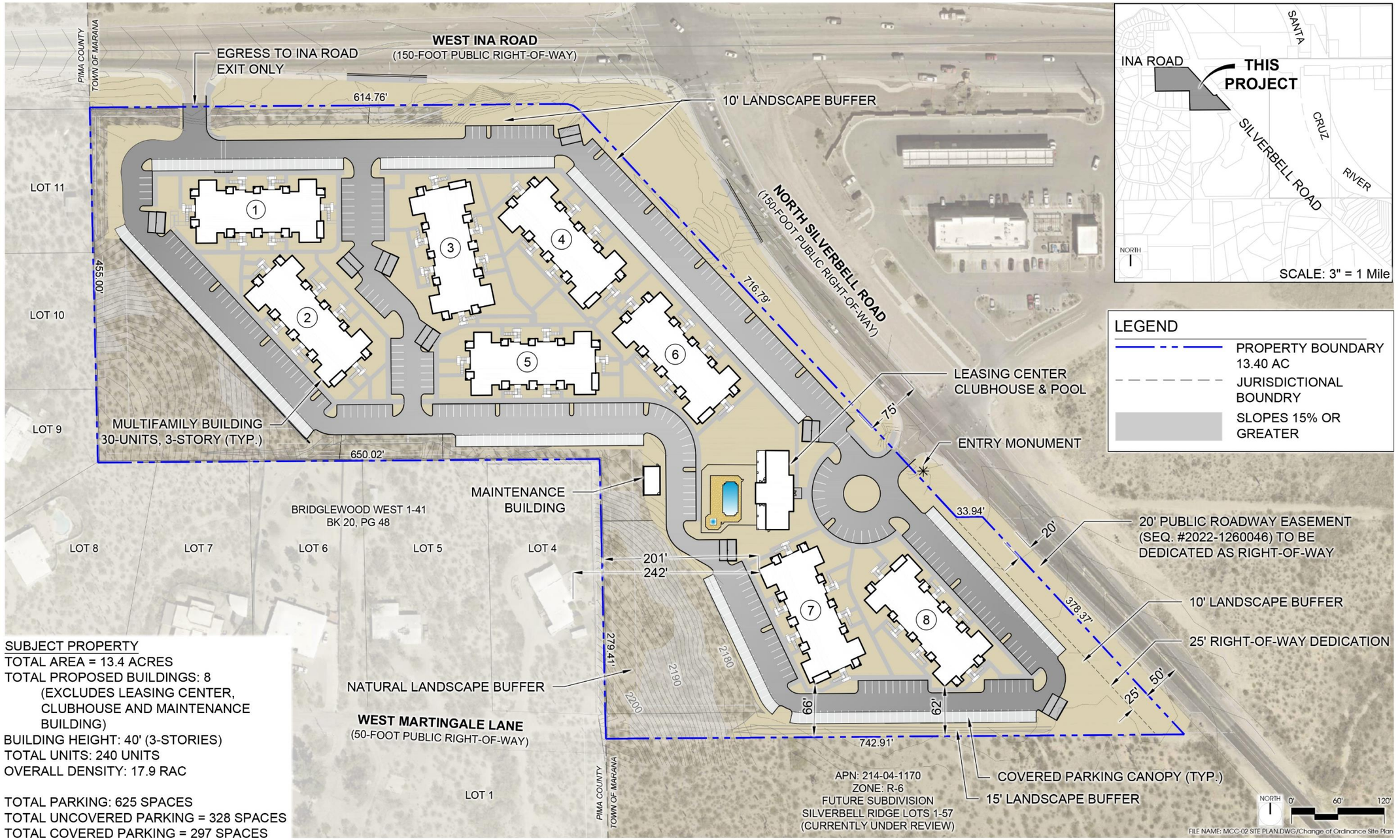
ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Exhibit 1: Conceptual Land Use Plan



SUBJECT PROPERTY
TOTAL AREA = 13.4 ACRES
TOTAL PROPOSED BUILDINGS: 8
(EXCLUDES LEASING CENTER, CLUBHOUSE AND MAINTENANCE BUILDING)
BUILDING HEIGHT: 40' (3-STORIES)
TOTAL UNITS: 240 UNITS
OVERALL DENSITY: 17.9 RAC

TOTAL PARKING: 625 SPACES
TOTAL UNCOVERED PARKING = 328 SPACES
TOTAL COVERED PARKING = 297 SPACES

a 2 e. congress ste 600 tucson az 85701
o 520.623.6146
f 520.622.1950
w azplanningcenter.com

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: SGP
DEPUTY RECORDER
1456 PE2
SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
11555 W CIVIC CENTER DR
MARANA AZ 85653

DOCKET: 12895
PAGE: 2546
NO. OF PAGES: 7
SEQUENCE: 20061840605
09/22/2006
ORDIN 14:57
MAIL
AMOUNT PAID $ 9.00

MARANA ORDINANCE NO. 2006.29

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING A REZONING FOR SILVERBELL CROSSROADS.

WHEREAS, MJM Consulting represents the property owners of 9.95 acres of land located within a portion of Section 2, Township 13 South, Range 12 East, as depicted on Exhibit "A" and Exhibit "B" attached hereto; and

WHEREAS, the Marana Planning Commission held a public hearing on August 30, 2006, and at said meeting voted 5-0 (Commissioner Wostenberg declaring a conflict of interest and Commissioner Hestwood excused) to recommend that the Town Council approve said rezoning; and

WHEREAS, the Marana Town Council heard from representatives of the owner, staff and members of the public at the regular Town Council meeting held September 19, 2006, and has determined that the rezoning should be approved.

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

Section 1. The rezoning of 9.95 acres of land generally located within a portion of Section 2, Township 13 South, Range 12 East at the southwest corner of Ina Road and Silverbell Road (the "Rezoning Area") complies with the General Plan.

Section 2. The rezoning area is hereby changed from "NC" (Neighborhood Commercial) and "R-144" (Single Family Residential, 144,000 square foot minimum lot size) to "VC" (Village Commercial) on the 9.95 acres at the southwest corner of Ina Road and Silverbell Road.

Section 3. The intent of the rezoning is to allow for the development of a retail shopping center. This rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this rezoning ordinance):

1. Compliance with all provisions of Town's Codes, Ordinances, and policies of the General Plan current at the time of development including, but not limited to, requirements for public improvements.
2. Compliance with Title 24.S.Use Regulations in the Silverbell Road Commercial Overlay District of the Land Development Code with the following exemptions:
    a. Allow one bank drive-through location and facility generally as shown in the tentative development plan.

b. Allow one restaurant drive-through location and facility generally as shown in the tentative development plan.

3. The developer shall provide enhanced landscape and/or hardscape to ensure that headlights from cars entering the drive-through lanes do not shine onto adjacent property.

4. The developer shall be responsible for all improvements needed onsite and for the offsite driveway connections and sewerage. The developer shall be responsible for making a monetary contribution to the Town to in an amount sufficient to cover the cost of the design and construction of a northbound left turn lane in Silverbell Road at the south driveway and a westbound left turn lane in Ina Road at the west driveway, to be incorporated into the Silverbell Road improvement project.

5. The Town of Marana shall not issue a certificate of occupancy for any commercial use in the proposed shopping center until the Town's capital improvement project on Silverbell Road is substantially completed.

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 Ordinance No. 2006.29.

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 hereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of September, 2006.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

TOWN OF MARANA CORPORATE SEAL

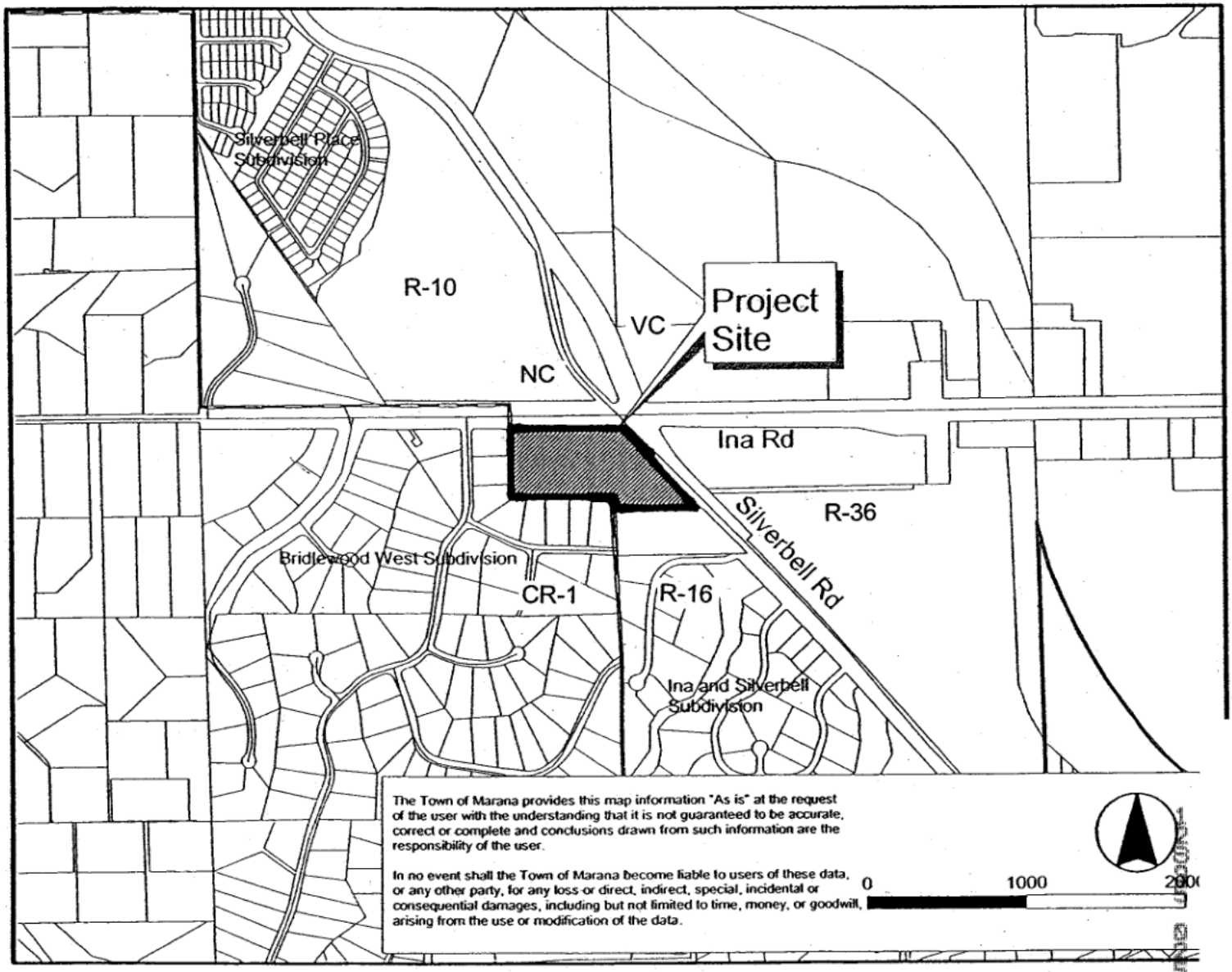
APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

TOWN OF MARANA

Exhibit A
Silverbell Crossroads

CASE NO. **PCZ-06013**



REQUEST

A request for rezoning approximately 10 acres of land from "R-144" (Single Family Residential, 144,000 square feet minimum) and "NC" (Neighborhood Commercial) to "VC" (Village Commercial).

EXHIBIT B: LEGAL DESCRIPTION

Silverbell Crossroads Rezoning

Parcel I

All that portion of Section 2, Township 13 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the North Quarter corner of said Section 2;

THENCE North 89 degrees 51 minutes 30 seconds East along the North section line of Section 2, a distance of 8.03 feet to the intersection of the Ina Road and Silverbell Road;

THENCE South 42 degrees 38 minutes 00 seconds East along the center line of Silverbell Road 298.40 feet to a point;

THENCE South 47 degrees 22 minutes 00 seconds West 30 feet to the TRUE POINT OF BEGINNING;

THENCE South 67 degrees 45 minutes 50 seconds West 296.03 feet;

THENCE North 88 degrees 57 minutes 40 seconds West 91.34 feet;

THENCE South 65 degrees 41 minutes 12 seconds West 19.18 feet;

THENCE South 0 degrees 11 minutes 06 seconds East 173.11 feet to a point on the North boundary line of Lot 5 of Bridlewood West Subdivision;

THENCE North 89 degrees 51 minutes 30 seconds East a distance of 204.82 feet, along the Northern boundary of Bridlewood West Subdivision, to a point in the North and South center line of said Section 2;

THENCE South 1 degrees 01 minutes 45 seconds East, along said center line a distance of 82.20 feet to a point;

THENCE North 89 degrees 51 minutes 30 seconds East parallel to the North line of said Section 2, a distance of 518.57 feet to a point in the Southwesterly right of way line of Silverbell Road;

THENCE Northwesterly along said right of way line, a distance of 505.57 feet to the TRUE POINT OF BEGINNING.

Parcel II

An undivided half interest in and to that certain wellsite, more particularly described as follows:

COMMENCING at the most Northerly corner of the property heretofore described as Parcel I;

THENCE South 67 degrees 45 minutes 50 seconds West 296.03 feet;

THENCE North 37 degrees 43 minutes 50 seconds West 65.96 feet;

THENCE South 5.50 feet;

THENCE East 4.30 feet to the TRUE POINT OF BEGINNING of this description, being the Southeast corner of a concrete slab upon which wellsite is located;

THENCE North 10.80 feet;

THENCE West 10.00 feet;

THENCE South 10.80 feet;

THENCE East 10.00 feet to the TRUE POINT OF BEGINNING.

Reserving unto the Grantor, their heirs, successors and assigns, the right of ingress and egress to said wellsite and an easement for the installation and maintenance and repair of water pipes to said wellsite.

Parcel 1

That portion of the Northwest quarter of Section 2, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona:

COMMENCING at the intersection of the Southwest right-of-way line of Silverbell Road, with the South right-of-way line of Ina Road;

THENCE South 89°51'30" West along the South right-of-way line of Ina Road, a distance of 278.95 feet to a point, said point being the Northwest corner of that certain parcel described in Docket 4085 at Page 7, also being the POINT OF BEGINNING;

THENCE South 4°59'06" West, a distance of 503.02 feet to a point in the North boundary line of Bridlewood West Subdivision, said point being 338.82 feet Westerly of the found 1" O.P. as shown on the plat of Bridlewood West, Book 20, Page 48 of Maps and Plats, and the Southwest corner of that certain parcel described in Docket 4085 at Page 7;

THENCE due South 89°51'30" West, along the North boundary line of Bridlewood West, a distance of 311.18 feet to the Northwest corner of Lot 8, Bridlewood West;

THENCE North 01°01'45" West along the boundary line of Bridlewood West and its extension, a distance of 500.00 feet to a point in the South right-of-way line of Ina Road;

THENCE North 89°51'30" East along said South right-of-way line, a distance of 365.42 feet to the POINT OF BEGINNING;

EXCEPT the North 75 feet thereof lying within Ina Road, formerly Picture Rocks Road, as shown on the map recorded in Book 2 of Maps, Page 24, and as described in the Deed to Pima County recorded in Docket 7612, Page 1554.

Parcel 2:

All that portion of of Section 2, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the North quarter corner of said Section 2;

THENCE North 89°51'30" East, along the North section line of Section 2, a distance of 8.03 feet to the intersection of the Ina Road and Silverbell Road;

THENCE South 42°38'00" East, along the center line of Silverbell Road, a distance of 298.40 feet to a point;

THENCE South 47°22'00" West, a distance of 30 feet to the POINT OF BEGINNING;

THENCE South 67°45'50" West, a distance of 296.03 feet;

THENCE North 88°57'40" West, a distance of 9 34 feet;

THENCE South 65°41'12" West, a distance of 19.18 feet;

THENCE South 0°11'06" East, a distance of 173.1 feet to a point in the North boundary line of Lot 5 of Bridlewood West Subdivision;

THENCE South 89°51'30" West, along said North boundary line a distance of 134.00 feet;

THENCE North 4°59'06" East, a distance of 502.02 feet to a point in the South right-of-way line of Ina Road;

THENCE North 89°51'30" East, along said South right-of-way line a distance of 278.95 feet to a point in the West boundary line of Silverbell Road;

THENCE South 42°38'00" East, along said West boundary line a distance of 285.82 feet to the POINT OF BEGINNING;

EXCEPT the North 75 feet thereof lying within Ina Road, formerly Picture Rocks Road, as shown on the map recorded in Book 2 of Maps, Page 24, and as described in the Deed to Pima County recorded in Docket 7612, Page 1554; AND

EXCEPT an undivided 1/2 interest in the well site located on the above described parcel, described as follows:

COMMENCING at the most Easterly corner of the herein described property;

THENCE South 67°45'50" West. a distance of 296.03 feet;

THENCE North 37°43'50" West, a distance of 65.96 feet;

THENCE South, a distance of 5.50 feet;

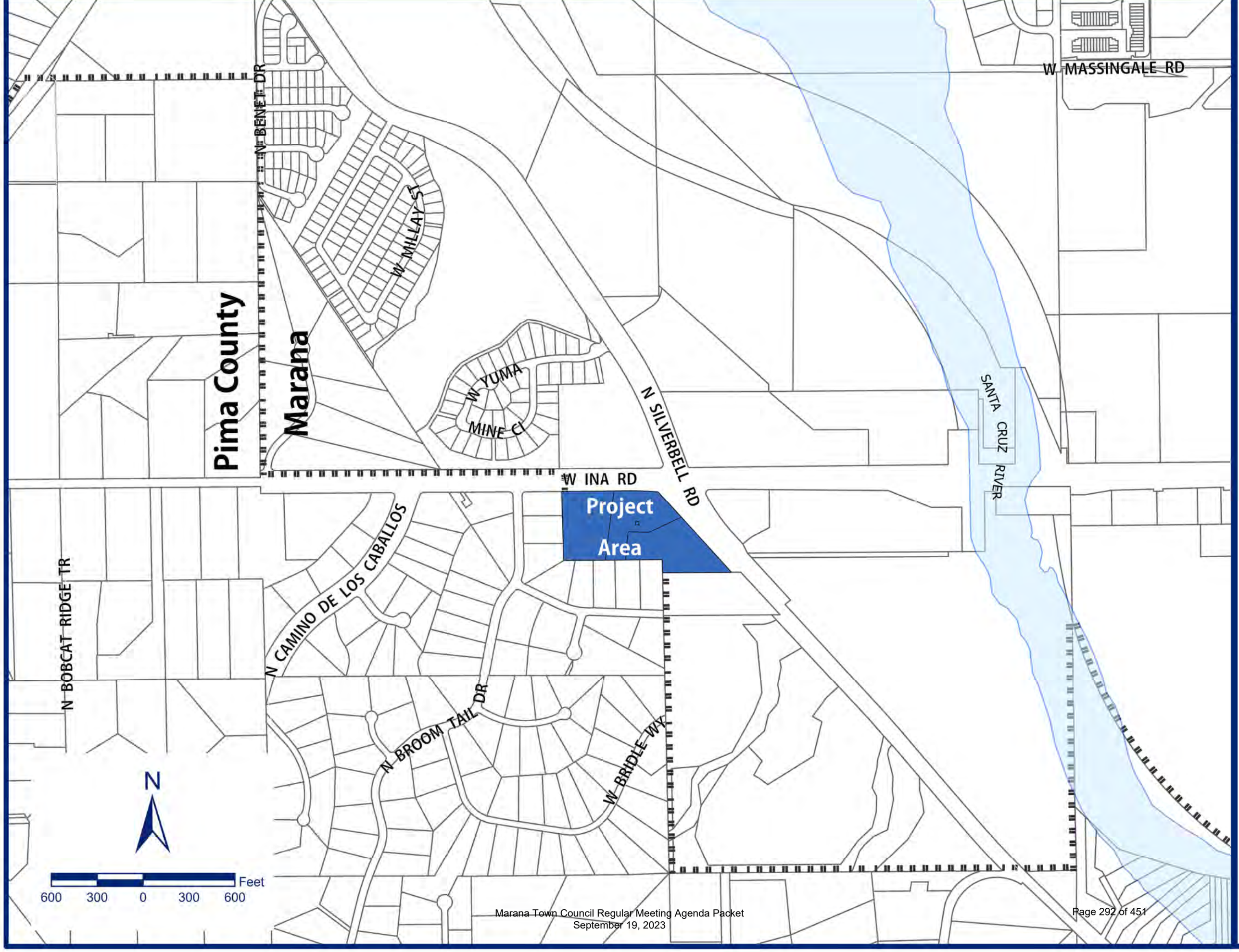
THENCE East, a distance of 4.30 feet to the POINT OF BEGINNING of this description, being the Southeast corner of a concrete slab upon which well site is located;

THENCE North, a distance of 10.80 feet;

THENCE West, a distance of 10.00 feet;

THENCE South, a distance of 10.80 feet;

THENCE East, a distance of 10.00 feet to the POINT OF BEGINNING.


Pima County
Marana
Project Area
W INA RD
W MASSINGALE RD
N BENET DR
W MILLAY ST
W YUMA
MINE CI
N SILVERBELL RD
SANTA CRUZ RIVER
N CAMINO DE LOS CABALLOS
N BOBCAT RIDGE TR
N BROOM TAIL DR
W BRIDLE WY
N
Feet
600 300 0 300 600

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: Change of Ord.

PROJECT INFORMATION

Project Name: The Place at Ina Crossroads	
Description of Project: Multifamily development	Number of Lots: N/A
Parcel No.(s): 214-04-0480, 214-04-0490, 214-04-046A	Gross Area (Acres): 9.95 ac
Project Address: 7131 N. Silverbell Road, Tucson, AZ 85743	
Ref. Project No.: Ordinance No. 2006.29	

CONTACT INFORMATION

Owner: MC Ina Crossroads Investments LLC	Contact Name: Freddie Thornton		
Address: 2920 N. Swan Road, Suite 207	City: Tucson	State: AZ	Zip: 85712
Email: fthornton@mccompanies.com	Phone No.: (480) 998-5400		
Applicant: The Planning Center	Contact Name: Adam Call		
Address: 2 E. Congress Street, Suite 600	City: Tucson	State: AZ	Zip: 85701
Email: acall@azplanningcenter.com	Phone No.: (520) 623-6146		
Consultant/Engineer: EEC	Contact Name: Ryan Stucki		
Address: 555 E. River Road #301	City: Tucson	State: AZ	Zip: 85704
Email: rstucki@eeccorp.com	Phone No.: (520) 321-4625		

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.)

Adam Call	Adam Call Digitally signed by Adam Call Date: 2023.07.21 13:42:13 -07'00'	7/21/2023
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **A2**

Meeting Date: 09/19/2023

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Steven Cheslak, Principal Planner

Date: September 19, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No 2023.030: Relating to Development; approving a rezoning of approximately 4.1 acres of land generally located approximately 800 feet south of the intersection of Ina Road and Silverbell Road, on the west side of Silverbell Road, from R-144 (single family residential) to VC (Village Commercial); and approving a minor amendment to the General Plan amending the land use category from Low Density Residential (LDR) to Commercial (C) (Scott S. Radden)

Discussion:

Request
The Planning Center, representing the property owner, 7065 N. Silverbell Road LLC, is requesting approval from the Marana Town Council to rezone approximately 4.1 acres of land from R-144 (single family residential) to Village Commercial (VC).. The proposed rezoning is accompanied by a request to amend the Marana General Plan Future Land Use Map category designation from Low Density Residential (LDR) to Commercial (C).

Marana 2040 General Plan
The Marana General Plan designates the proposed rezoning area with a land use category of Low Density Residential (LDR). The applicant wishes to amend the General Plan to designate this property as a Commercial (C) land use. The VC zoning district is consistent with the "C" land use designation.

Surrounding Land Use and Zoning
To the north of this property is vacant land zoned VC. To the northeast, a Circle K gas/convenience store is located in the southeast corner of the Ina/Silverbell intersection, zoned Riverside at Silverbell Gateway Specific Plan. To the west of the property is the Bridlewood West Subdivision, zoned Single Residence (CR-1) and located in Pima County. Located to the south, the planned Silverbell Ridge subdivision is currently vacant and zoned R-6 (minimum lot size 6,000 square feet, single-family residential). On the east side, across Silverbell Road, is vacant property zoned R-36, owned by the Pima County Flood Control District.

Proposed Land Use
The intent of the proposed rezoning is to create a consistent zoning designation with the adjacent VC zoned parcels to the north, all of which are owned by the same owner as the subject parcel. The proposed rezoning of the 4.1 acre subject parcel will create a single zoning designation across an entire 13 acre project area, allowing for the development of a cohesive, market-rate apartment complex that consists of eight three-story buildings with a total of 240 units (180 units on the northern nine acres, 60 units on the southern four acre subject parcels), a one-story clubhouse pool, and open space (natural undisturbed and landscaped commons areas). The entire combined project overall density is 17.9 residences per acre with 15 residences per acre on the four-acre rezoning site.

Access and Circulation
The subject property is adjacent to Silverbell Road and Ina Road, which are major north/south and east/west arterial connections supported by existing and improved infrastructure. The proposed development site will be accessed through a single entry point on Silverbell Road. A secondary egress only point is provided on Ina Road near the northwest corner of the overall development.

Utilities
The rezoning area is located within the Tucson Water Obligated service area. The property is just south of the Pima County sewer service area, however, the property owner owns the property directly to the north, which is included within the Pima County sewer service area. The rezoning area also lies within the service areas of Tucson Electric Power, Southwest Gas, Century Link and Xfinity/Comcast.

Fire Service
The rezoning area is located within the Northwest Fire District service area.

Citizen Participation
The applicant mailed a letter to each of the property owners within 300 feet of the subject property advising them of the applications submitted to the Town. The letter provided the opportunity for the property owners to contact and meet with the applicants to discuss the project via a virtual Zoom meeting. The property owners out to the applicants to discuss the applications in detail. Two surrounding property owners attended the meeting.

Public Notification
This public hearing was noticed in The Daily Territorial newspaper, and all property owners within 300 feet 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, at the site, and on the Town's website.

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:

1. 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.

2. 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 through the extension of public utilities and sidewalks, as well as provide additional multi-family housing.

3. 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 adversely impact the adjacent street network or generate such excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances.

4. 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;

    With an approved General Plan amendment, the rezone will conform to the goals and policies of the General Plan, the land development code, and other town regulations and guidelines.

5. The zoning districts and existing land uses of the surrounding properties;

    Based on the recommended requirements and conditions, the rezoning is compatible with the surrounding properties zoning and existing land use.

6. 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.

7. 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.

8. 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.

9. 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.

10. If applicable, the length of time the subject property has remained vacant as zoned:

The subject property has remained vacant since annexation into the Town.

11. 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 subject area location, there is a limited supply of land available in the area and the surrounding community, but will accommodate the zoning and community needs by utilizing successful infill.

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 based upon the recommended findings and subject to the conditions set forth in the attached draft ordinance.

Planning Commission Recommendation

The requested rezoning was considered at a public hearing before the Marana Planning Commission on August 30, 2023. The Planning Commission voted unanimously 6-0 (1 absent) to recommend to the Town Council approval of the request subject to the recommended conditions.

Suggested Motion:

I move to adopt Ordinance No. 2023.030, approving The Place at Ina Crossroads rezoning subject to the recommended conditions, and a minor amendment to the General Plan.

Attachments

Ordinance No. 2023.030

Exhibit A to Ordinance - Legal Description

The Place at Ina Crossroads Site Analysis
Location Map
Application

MARANA ORDINANCE NO. 2023.030

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 4.1 ACRES OF LAND GENERALLY LOCATED APPROXIMATELY 800 FEET SOUTH OF THE INTERSECTION OF INA ROAD AND SILVERBELL ROAD, ON THE WEST SIDE OF SILVERBELL ROAD, FROM R-144 (SINGLE FAMILY RESIDENTIAL) TO VC (VILLAGE COMMERCIAL); AND APPROVING A MINOR AMENDMENT TO THE GENERAL PLAN AMENDING THE LAND USE CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) TO COMMERCIAL (C)

WHEREAS 7065 N. Silverbell Road LLC (the "Property Owners") owns approximately 4.1 acres of land generally located approximately 800 feet south of the intersection of Ina Road and Silverbell Road, on the west side of Silverbell Road, in Section 2, Township 13 South, Range 12 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 The Planning Center to submit an application to rezone the Rezoning Area from R-144 (single family residential) to VC (Village Commercial) ("this Rezoning"), and to request a minor amendment to the Marana General Plan changing the land use category designation for the Rezoning Area from Low Density Residential (LDR) to Commercial (C); and

WHEREAS the Marana Planning Commission held a public hearing on this Rezoning on August 30, 2023, and voted unanimously 6-0 with one Commissioner absent to recommend that the Town Council approve this Rezoning and minor General Plan amendment subject to the recommended conditions; and

WHEREAS the Marana Town Council held a public hearing on this Rezoning on September 19, 2023, and determined that this Rezoning and minor General Plan amendment should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from R-144 (single family residential) to VC (Village Commercial).

Section 2. A minor amendment to the General Plan is hereby approved, changing the General Plan land use designation of the Rezoning Area from Low Density Residential (LDR) to Commercial (C).

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 conceptual land use 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 detailed traffic impact analysis (TIA) has been submitted by the Property Owners and accepted by Town staff. The Property Owners may be required to submit an updated TIA or updated traffic studies when warranted by changes to the Rezoning Area or in development surrounding the Rezoning Area.
5. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by Tucson Water (the "water provider") 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.
6. A master sewer plan must be submitted by the Property Owners and accepted by Pima County Regional Wastewater (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.
7. 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.

8. The final design of all streets and circulation facilities, including gated access (if applicable) and emergency access, must be accepted by the Northwest Fire District prior to Town Council consideration of a final plat for any portion of the Rezoning Area.
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. The Property Owners shall dedicate, or cause to have dedicated, a total of 45 feet along the entire eastern property line to complete Silverbell Road's western Right of Way limit with recording of a plat or within 60 days of demand by the Town. The 45-foot area to be dedicated as Right of Way shall be inclusive of the existing 20-foot Public Roadway Easement previously granted to the Town, and the Easement shall be extinguished by merger of title.
14. The Property Owners shall comply with Arizona state law and Marana Town Code Chapter 17-12 regarding the protection of cultural resources in the Rezoning Area.
15. Drive-through facilities are prohibited in the Rezoning Area.

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 19th day of September 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

EXHIBIT A to Marana Ordinance No. 2023.030

LEGAL DESCRIPTION

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

That portion of the Northwest quarter of the Northeast quarter of Section 2, Township 13 South, Range 12 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at a point on the North - South Mid-Section line of said Section 2, which point is 36.35 feet Southerly from the North quarter corner thereof, said point also being the intersection of said North - South Mid-Section line and the Southwest right of way line of Pima County Silverbell Road;

Thence in a Southeasterly direction along said Southwest right of way line of Silverbell Road, a distance of 779.94 feet to the True Point of Beginning;

Thence continuing Southeasterly along said Southwest right of way line, a distance of 379.01 feet to a point;

Thence South 89 degrees 51 minutes 30 seconds West parallel with the North line of said Section 2, a distance of 770.26 feet to a point on the North - South Mid-Section line of section 2;

Thence North 01 degrees 01 minutes 45 seconds West along said Mid-Section line, a distance of 279.50 feet to a point;

Thence North 89 degrees 51 minutes 30 seconds East, a distance of 518.57 feet to the True Point of Beginning.

APN: **214-04-0450**

THE PLACE AT INA CROSSROADS REZONE

7065 North Silverbell Road

Tucson, Arizona 85743

June 2023

Case No. PCZ2304-001



THE PLANNING CENTER
a division of TPC Group, Inc.

The Place at Ina Crossroads Rezone

7065 North Silverbell Road
Tucson, Arizona 85743

Submitted to:

Town of Marana
Planning and Zoning Division
11555 West Civic Center Drive
Marana, Arizona 85653

Prepared for:

MC Companies
2920 North Swan Road, Suite 207
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Prepared by:

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With assistance from:

Environmental and Engineering Consultants, Inc.
555 E. River Road, Suite 301
Tucson AZ 85704
Telephone: (520) 321-4625
Email: bcarroll@eeccorp.com

June 2023

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INTRODUCTION

With much of the developable land on Cortaro Road between Interstate 10 (I-10) and Silverbell Road already built out, other prominent commercial corridors in the general vicinity are also starting to be developed. Coupled with recent infrastructure and capacity improvements to I-10 and other major roadways, new development opportunities in southern Marana are taking off, most notably near the intersection of Ina Road and Silverbell Road. With the higher-intensity specific plan zoning at the other hard corners of this intersection, the recent completion of Amazon's Silverbell Gateway Distribution Center, convenient access to public and recreational facilities and I-10, the Ina and Silverbell intersection has begun to evolve into an area prime for infill development, particularly higher-density multifamily uses. This is evidenced by the recently approved Amavida Apartments, located east of Circle K at the southeast corner of the intersection, and The Place at Silverbell Gateway, located north of the intersection, and currently under construction.

Recognizing the need to provide additional housing options within the Town to support the growing workforce, MC Companies seeks to continue this trend with The Place at Ina Crossroads, a proposed 13-acre community located at the southwest corner of Ina Road and Silverbell Road consisting of three-story garden-style apartments. However, due to the site's split zoning, only the northern nine acres can be developed with a multifamily residential use. As such, MC Companies is requesting to rezone the southern four acres to perfect the site's entitlements to create a cohesive and consistent infill development (refer to ***Exhibit: I.1: Overall Project Location***). Concurrent with this rezoning request, MC Companies is also pursuing a Change of Ordinance for the northern nine acres to modify language that currently limits the site's development to a retail shopping center.

For simplicity purposes, the following sections (Development Capability Inventory Analysis and Proposed Land Use Plan) will only analyze the development implications related to the four-acre area to be rezoned. However, it should be noted that the traffic impact and hydrology analyses were completed based on the total development of the 13-acre site.

A. Anticipated Benefits to the Community

The Place at Ina Crossroads creates a high-quality multifamily community that appeals to individuals and families seeking to call Marana home. The community benefits from having more housing for Marana's growing workforce near employers and established commercial and recreational areas. Additionally, developing the vacant property with a residential use resolves the decades of uncertainty regarding what might ultimately be developed on it and the potential negative impacts on neighboring homes from commercial development. This proposed community is compatible with neighboring properties and buffers lower density residential development to the west and south from the higher intensity commercial and industrial uses to the north and east. It transitions from the noise, activity, and traffic associated with these uses by establishing a residential community at the hard corner of a major intersection. In doing so,

The Place at Ina Crossroads benefits Marana by incorporating a needed use in a desirable location.

B. Adherence to Make Marana 2040 and Strategic Plan 5

The Place at Ina Crossroads also supports the goals and policies outlined in *Make Marana 2040* and the *Marana Strategic Plan 5*. It accomplishes this by developing additional multifamily residential and increasing the housing options in the Town's Southern Growth Area. A diversified housing supply makes Marana more attractive to employers seeking areas that can accommodate their operations and employees. This project makes effective use of existing infrastructure capacity and public services by introducing a high-quality residential development at the intersection of two major arterials that have undergone recent roadway improvements to accommodate new development. The additional residents will support the existing and anticipated commercial growth in the area. All these elements combine to strengthen and solidify southern Marana's continued growth in a balanced, sustainable fashion.

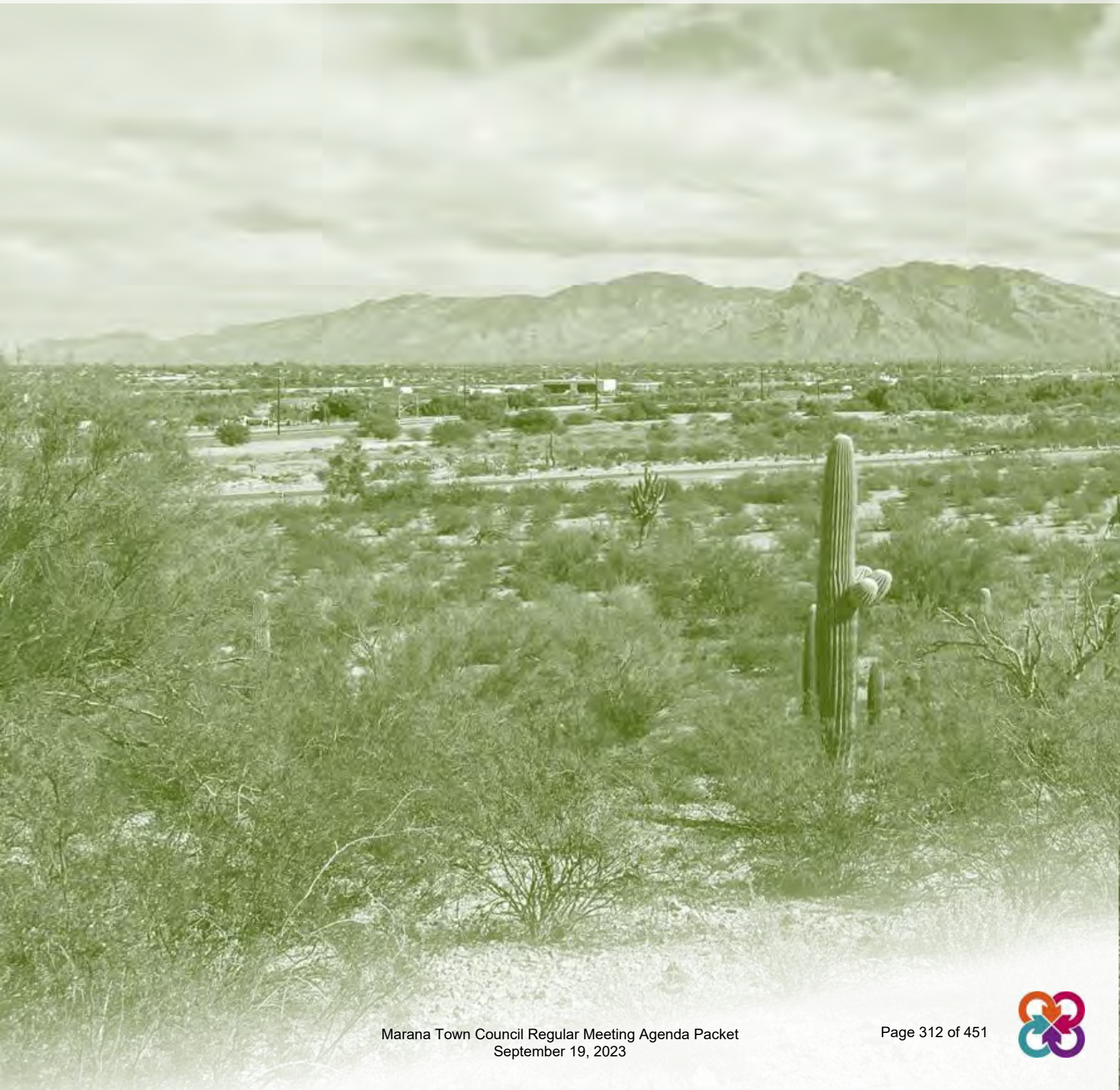
C. Proposed Densities and Maximum Number of Units

The Place at Ina Crossroads contemplates developing 240 multifamily units (180 units in the northern nine acres, 60 units in the four-acre rezoning area) for an overall density of 17.9 residences per acre (15 residences per acre on the four-acre rezoning site).

Exhibit I.1: Overall Project Location



I. DEVELOPMENT CAPABILITY REPORT



DEVELOPMENT CAPABILITY REPORT

A. Location & Onsite Land Use

As shown in ***Exhibit I.A.1: Regional Location***, the subject property is located in southern Marana at the southwest corner of the Ina Road and Silverbell Road intersection less than 1.5 miles west of Interstate 10. This 4.13-acre property, identified by Assessor's Parcel Number (APN): 214-04-0450, is located at 7065 North Silverbell Road, approximately 500 feet south of Ina Road. The subject property comprises the southern portion of the larger overall project, The Place at Ina Crossroads.

The property is currently vacant with some disturbances associated with informal trail networks and a dirt road that stretches across the southern portion of the property aligned with West Martingale Lane to the west (see ***Exhibit I.A.2: Onsite Land Use***).

Exhibit I.A.1: Regional Location

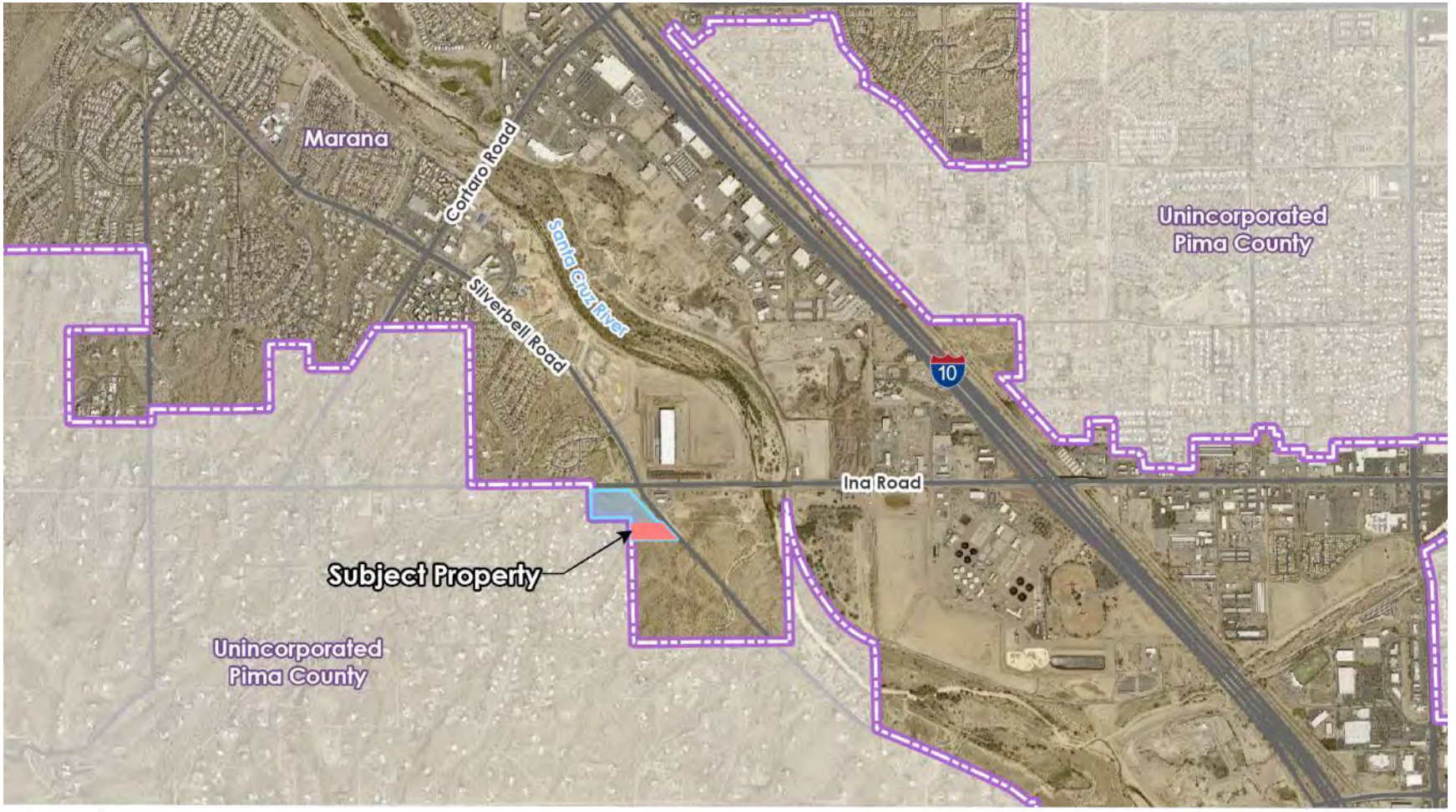
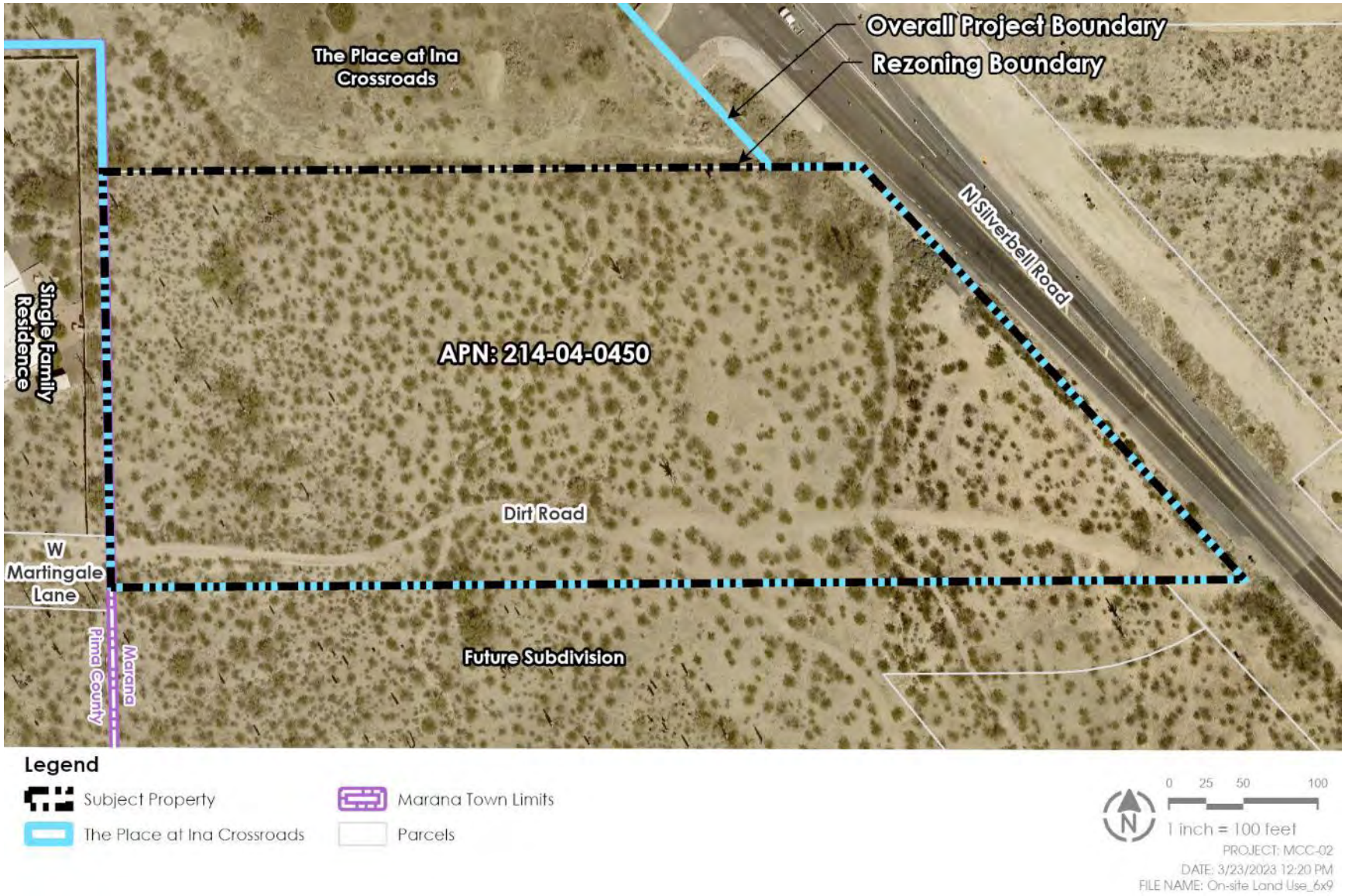


Exhibit I.A.2: Onsite Land Use



B. Information on Properties within a Quarter Mile

1. Existing Zoning

The subject property is currently zoned R-144 (Single Family Residential). The remaining northern nine acres of the overall project area are zoned VC (Village Commercial). These parcels were rezoned to VC in 2006 for the development of a retail shopping center that included over 37,000 square feet of retail space, 9,000 square feet of restaurant space with a drive through, and a drive through bank. Compatibility concerns arose during the rezoning process and several zoning conditions were included in the adopted ordinance to minimize the center's impacts on neighbors. Although the zoning was approved, the shopping center was never built.

By processing a change of ordinance for the northern nine acres, the Place at Ina Crossroads will replace the planned shopping center with a new multifamily community that is otherwise allowed in the VC zone by right. This proposal is more compatible with neighboring properties than the commercial that has been planned on the nine acres since it was in Pima County before being annexed into Marana and rezoned to VC. It contains none of the retail shopping center elements that were of concern in the 2006 rezoning.

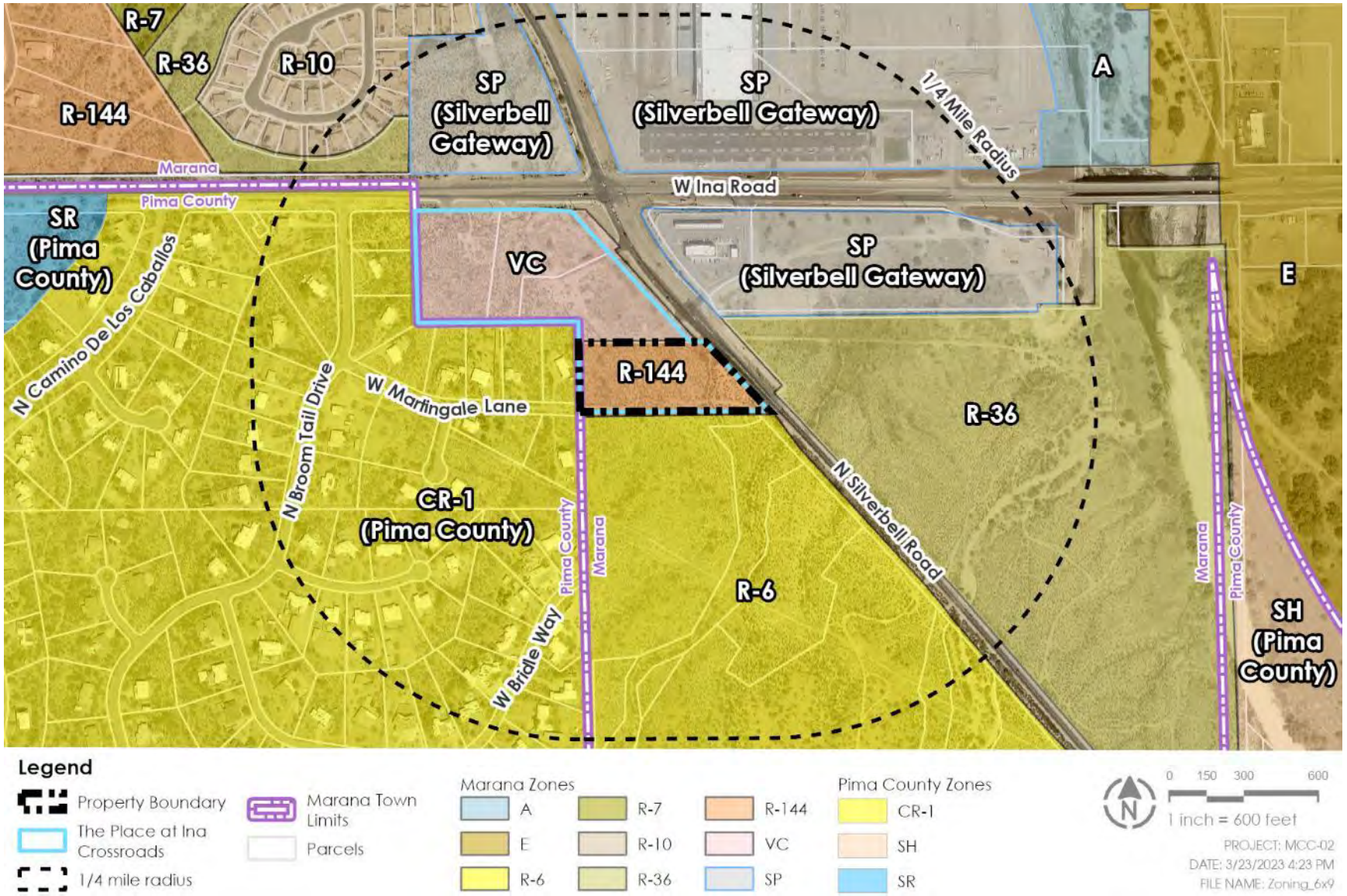
Zoning within a quarter mile of the subject property consists of a mix of residential, commercial, and specific plan zones (see ***Exhibit I.B.1: Existing Zoning***). The Place at Ina Crossroads seeks to form a transition from the intensive commercial uses being built on the land zoned Specific Plan to the existing homes sitting atop the hill in Bridlewood West. In doing so, it will solidify a residential development trend on the remaining vacant land west of Silverbell Road since multifamily residential development is permitted within Marana's commercial zoning districts. A summary of the surrounding zoning is provided in ***Table I.B: Properties within ¼-mile***.

Table I.B: Properties within ¼-mile

	North	South	East	West
Zone (Jurisdiction)	VC – Village Commercial SP – Specific Plan (Marana) R-10 - Single-Family Residential	*R-6 – Single-Family Residential	R-36 – Single-Family Residential	CR-1 – Single Residence (Pima County)
General Plan Designation	Commercial, Master Planned Area, & Traditional Neighborhood	Low Density Residential	Low Density Residential	Low Intensity Urban-0.3 (Pima County)
Land Use (Existing)	Vacant Land, Ina Road, Commercial, Residential, and Industrial	Single Family Residential	Silverbell Road, Pima County-Owned Conservation Land	Single Family Residential
Building Height	1- & 2-Story	1- & 2-Story (planned)	N/A	1-story

*The R-6 zoning to the south is conditionally approved

Exhibit I.B.1: Existing Zoning



2. General Plan Land Use

Make Marana 2040 identifies the subject property with a future land use designation of Low Density Residential. The northern nine acres for the overall project are designated Commercial. A minor general plan amendment will also be pursued concurrently with this rezoning request to change the subject property from LDR (Low Density Residential) to C (Commercial) to match the remaining vacant land at the corner.

These properties also complement the vision for the South Growth Area, which is planned for incremental growth through compatible infill development. Other designations within a quarter mile of the subject property consist of low density residential land use to the south, east, and west, and a mix of commercial and traditional neighborhood designations to the north (see ***Exhibit I.B.2: General Plan*** and ***Table I.B: Properties within ¼ mile***).

3. Surrounding Land Use

The four-acre property is surrounded by vacant privately held land slated for development or established neighborhoods. The surrounding land uses are detailed below and depicted in ***Exhibit I.B.3: Surrounding Land Uses***.

North

The four parcels immediately north of the subject property comprise the remainder of The Place at Ina Crossroads. The four parcels are currently vacant with some disturbances associated with structures that were removed from the property and an existing well facility, informal trail networks, and staging areas for adjacent roadway improvements. Across Silverbell Road is an existing Circle K containing 16 fuel pumping bays and an automated car wash.

Beyond the immediately adjacent property, across Ina Road, is the 220,822 square-foot newly constructed Amazon distribution facility that is 45 feet in height, vacant land entitled for mixed-use development, and an established single-family residential neighborhood known as Silverbell West.

East of Circle K, the recently approved Amavida Apartments complex is planned for construction. This new apartment complex comprises approximately 200 units at an overall density of 17 units to the acre, with amenities including a clubhouse and pool. Buildings on this property are planned to be a maximum of 40 feet in height.

South

The properties immediately south of the site are currently vacant and contain two washes with wildlife corridors that have been dedicated to the Town for wildlife movement. Areas outside of wash and wildlife corridors are anticipated to be developed with a residential subdivision known as Silverbell Ridge Estates. The plat for Silverbell Ridge Estates is currently under review by the Town of Marana and proposes 57 lots clustered towards Silverbell Road.

Silverbell Ridge Estates will feature one- and two-story homes with a maximum of building height of 20 feet.

East

Silverbell Road lies immediately east of the subject property. It is a major arterial road that extends through multiple jurisdictions. Just beyond Silverbell Road is a vacant parcel owned by Pima County Flood Control District which is deed restricted and will remain as natural open space in perpetuity.

West

Two phases of the Bridlewood West Subdivision lie immediately west of the property in unincorporated Pima County. They consist of a total of 102 lots at an overall density of 0.74 residences per acre. Homes within this subdivision consist of detached one- and two-story structures that generally sit 20 to 30 feet higher in elevation than the subject property. Bridlewood West is accessed from Ina Road.

Exhibit I.B.2: General Plan

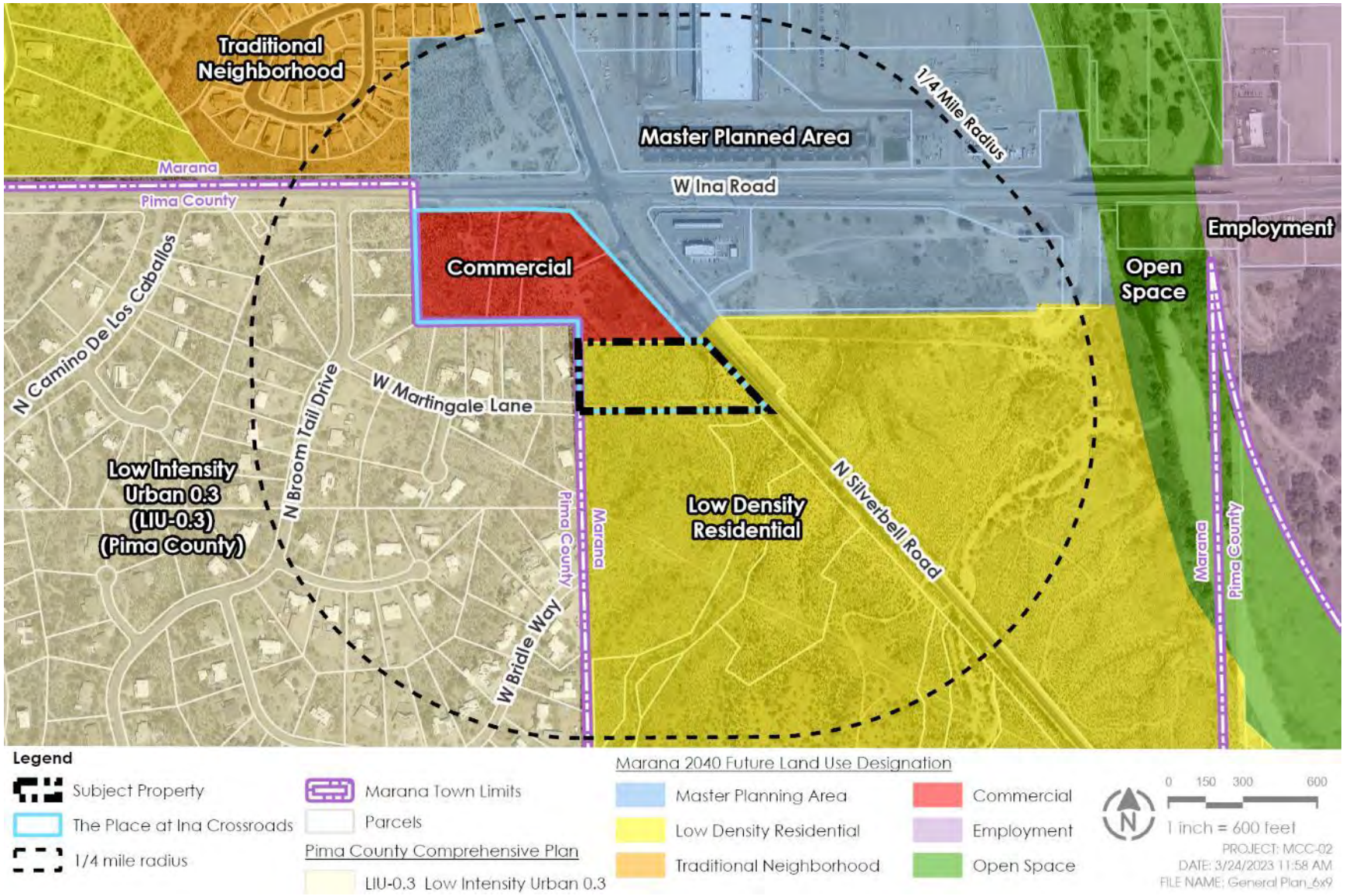
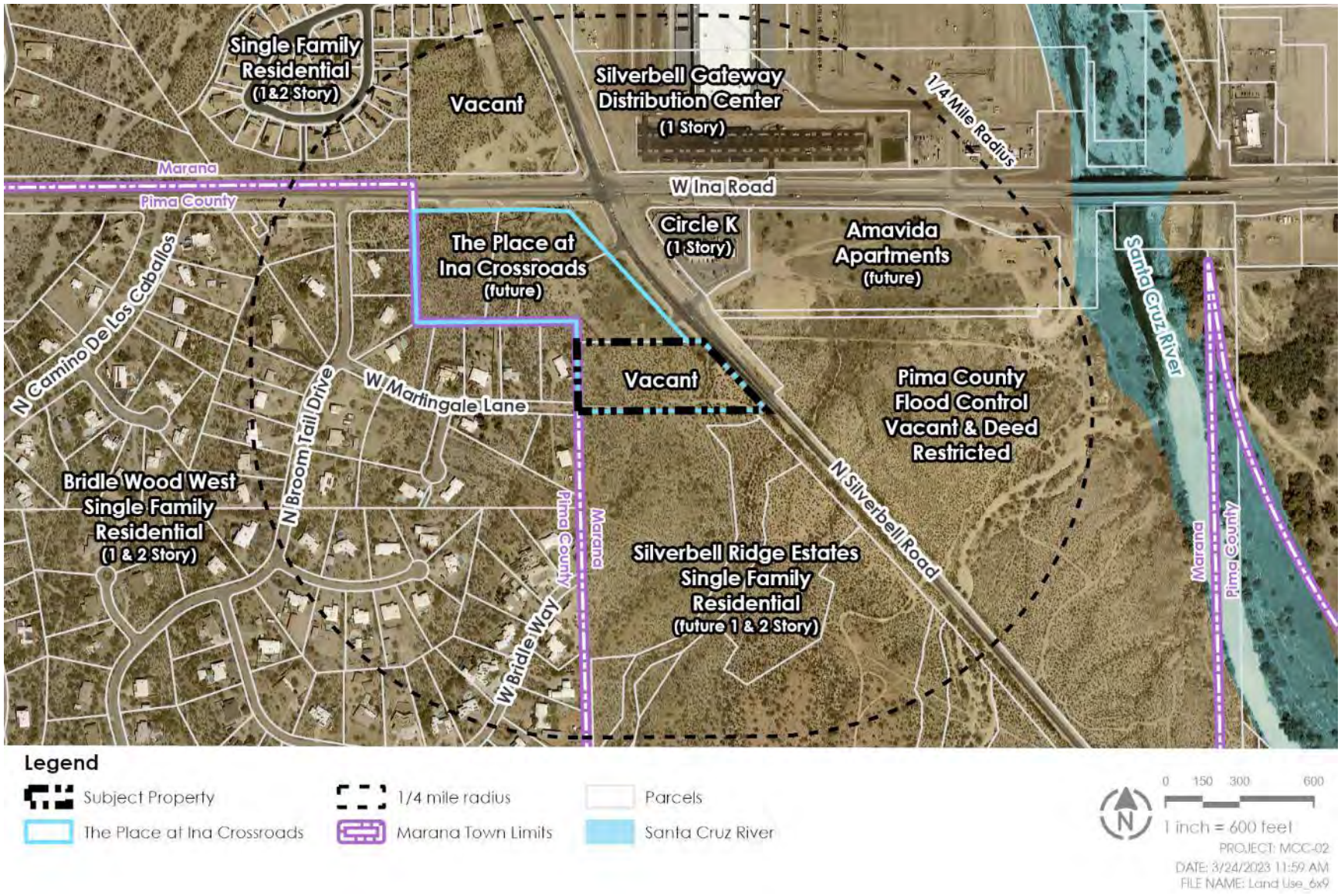


Exhibit I.B.3: Surrounding Land Uses



4. Pending and Conditional Rezoning Cases

In 2006, the northern nine acres of The Place at Ina Crossroads were rezoned from NC (Neighborhood Commercial) and R-144 (Single Family Residential) to VC (Village Commercial) for the development of a retail shopping center. Though the shopping center never materialized, the VC zoning remains in place. The adopted ordinance (No. 2006.29) includes several conditions pertaining to the shopping center development. A change of ordinance is being requested concurrently with this rezoning to remove the shopping center conditions.

Silverbell Ridge Estates is a planned subdivision that borders the southern property boundary of the rezoning area. The 49-acre property was rezoned from R-16 (Residential) to R-6 (Residential) in July of 2021 (Ordinance No. 2021.016). It is the most recent conditionally approved rezoning within a quarter mile of the subject property.

5. Subdivisions & Development Plans

Several subdivisions are located within a ¼ mile of the subject property to the north, south, and west. Development plans within ¼ mile are primarily confined to the Ina and Silverbell intersection (see ***Exhibit I.B.5: Adjacent Development***). ***Tables I.B.5.a*** and ***I.B.5.b*** detail the surrounding approved subdivisions and development plans.

Surrounding Subdivisions

The Silverbell West R-10 subdivision is located northwest of the subject property across Ina Road. This subdivision consists of 42 lots and a vacant eight-acre commercial block at the northwest corner of Ina and Silverbell. The vacant block is a part of the Silverbell Gateway Specific Plan as noted on ***Exhibit I.B.1***. The Bridlewood West subdivisions are located west of the subject property and contain a total of 102 lots. The property to the south has been platted several times for single-family residential development. The Ina Silverbell (1-41) Subdivision was recorded in 2006 but was never developed. This subdivision was removed in 2018 with the approval of the Silverbell Ridge Estates (1-3) Block Plat. The Silverbell Ridge Estates (Lots 1-57) Preliminary Plat is currently under review by the Town of Marana.

Surrounding Development Plans

Prior to annexation into the Town of Marana, a development plan for Casa Del Notre was approved by Pima County in 1986 for six of the nine acres that comprise The Place at Ina Crossroads for restaurant and retail uses. However, the property remains undeveloped to this day. Other approved development plans include the Amazon Silverbell Gateway Distribution Center and Circle K, which have been constructed. The Town of Marana recently approved the Amavida Apartments Development Plan, with construction anticipated to begin soon.

Exhibit I.B.5: Adjacent Development

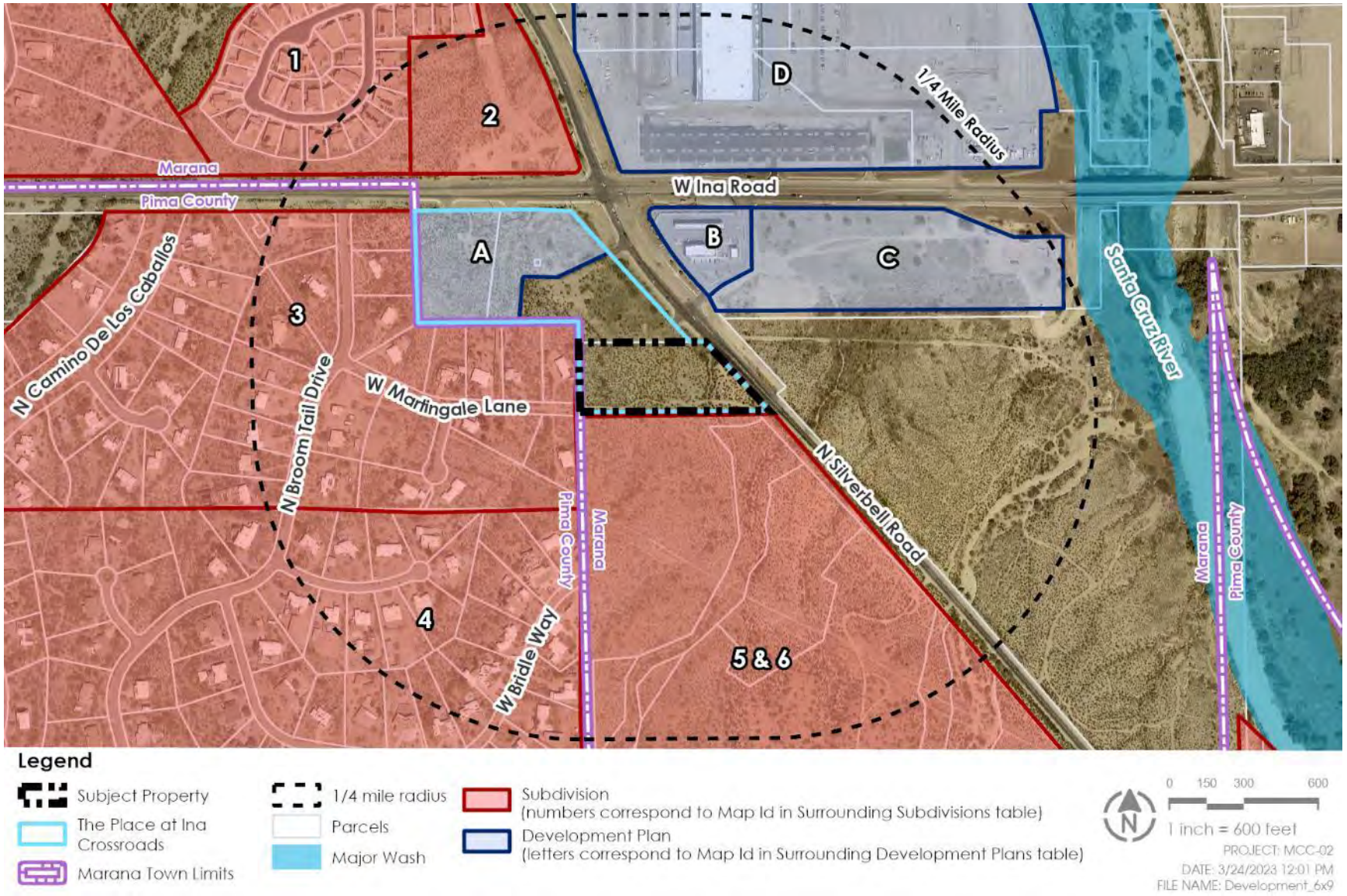


Table I.B.5.a: Surrounding Subdivisions

Map ID	Subdivision Name	Book/Page	Sequence Number	Jurisdiction
1	Silverbell West R-10 (1-42)	-	20140800103	Marana
2	Silverbell West R-10	-	20130740060	Marana
3	Bridlewood West (1-41)	20048	-	Pima County
4	Bridlewood West (42-102)	31075	-	Pima County
5	Ina & Silverbell (1-41)	61020	20060910729	Marana
6	Silverbell Ridge Estates (Blocks 1-3) Final Block Plat	-	20182500098	Marana

Table I.B.5.b: Surrounding Development Plans

Map ID	Name	Project Number	Approval Date	Jurisdiction
A	Casa Del Norte Development Plan	CO1286025	June 11, 1986	Pima County
B	Circle K SEC Ina & Silverbell Development Plan	DPR1611-001	November 7, 2016	Marana
C	Amavida Apartments Development Plan	D002205-001	September 2022	Marana
D	Silverbell Gateway Distribution Center Development Plan	DPP2103-001	June 29, 2021	Marana

6. Architecture Styles

Architectural styles in the vicinity generally consist of styles typical to the southwest, such as Territorial, Pueblo, or Santa Fe styles with varying building heights and rooflines, materials, and colors.

C. Septic Systems & Wells

There are no septic systems or wells present on the subject property.

D. Topography & Slope

1. Topographic Characteristics:

Much of the site can be characterized as generally flat (slopes +/- 2% northerly) except for the western quarter of the property, which contains a hillside that slopes upwards to the adjacent property to the west. The flat portions of the property sit approximately 10 to 20 feet lower in elevation than the western boundary (see ***Exhibit I.D: Topography & Slope***).

a. Hillside and Conservation Areas:

No hillside or conservation areas exist onsite.

b. Rock Outcrops:

No rock outcrops are located onsite.

c. Slopes of 15% or greater:

As depicted in ***Exhibit I.D: Topography & Slope***, the western quarter of the property contains slopes greater than 15%.

d. Other Significant Topographic Features:

No other significant topographic features exist onsite.

2. Pre-development Cross-slope:

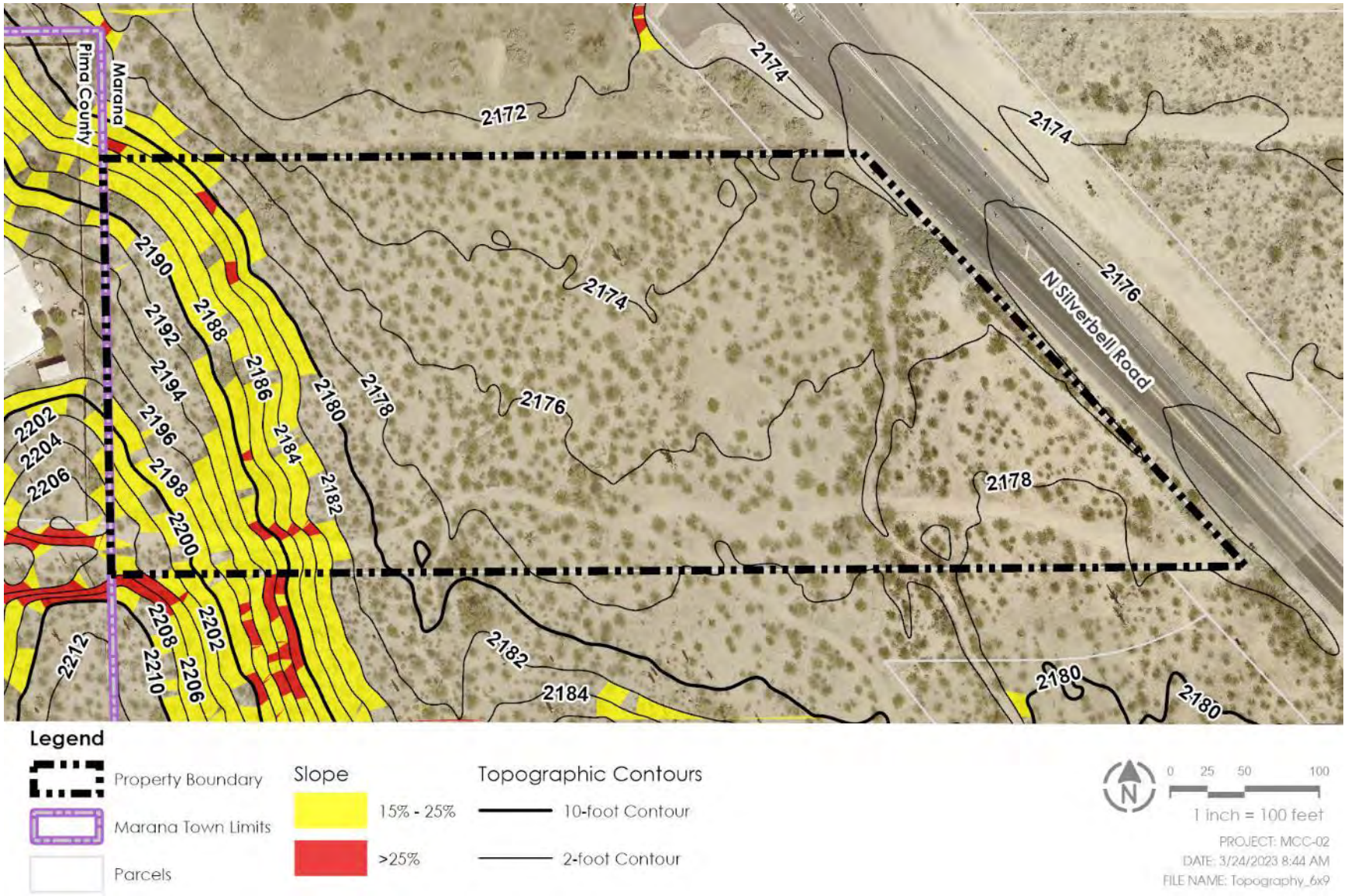
The property's average cross-slope is 7%. This result is calculated using the following formula:

$$\text{Average Cross-Slope} = \frac{I \times L \times 0.0023}{A}$$

Where:
I = contour interval in feet (2')
L = total length of contours in feet (5,873')
0.0023 = conversion of square feet into acres x 100
A = total site area in acres (4.13 ac)

$$\frac{2 \times 5{,}873 \times 0.0023}{4.13} = \textbf{7\% Average Cross Slope}$$

Exhibit I.D: Topography & Slope



E. Hydrology

Engineering and Environmental Consultants (EEC) prepared this pre-development hydrology analysis to determine the existing drainage characteristics of the overall 13-acre development area. The property consists of partially developed land with desert brush at an average density of 30%. The soil is approximately 93% Type-B and 7% Type-C. Also present is a concrete box culvert running underneath Ina Road and a natural channel running parallel to said road.

Six offsite watersheds impact the site (see ***Exhibit I.E.1: Existing Offsite Drainage***). The methodology used to determine the peak runoff from the watersheds include Pima County's *PC-Hydro V. 7.2,* which was fed parameters in accordance with the *Hydrology Manual for Engineer Design and Floodplain Management* by Pima County. Rainfall parameters came from NOAA Atlas 14 with a 90% confidence interval for precipitation intensity. ***Table I.E.1*** below details the design flows of the watersheds.

Table I.E.1: Offsite Watershed Design Flows

Watershed (CP)	Area (Acres)	100-Year Flow (cfs)
O1	98.33	269
O2	16.24	68
03	12.77	66
O4	28.24	120
O5	10.95	61
O6	4.94	23

(from Silverbell Crossroads by Olsson Associates January 13, 2009)

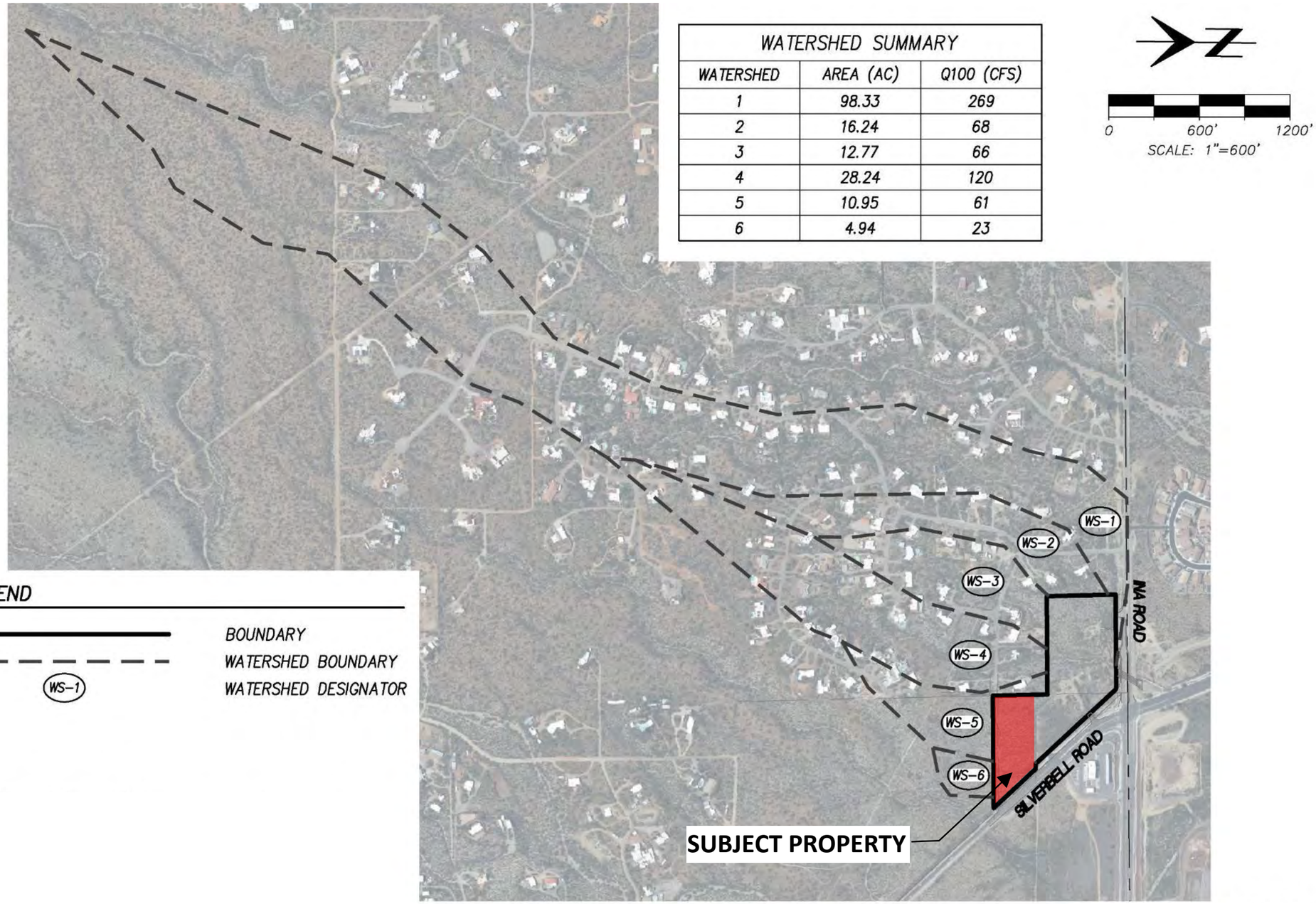
The onsite project area was divided into 3 existing watersheds (see ***Exhibit I.E.2: Existing Onsite Drainage***). ***Table I.E.2*** below details the design flows from these 3. Two of these merge at a concentration point at the north property line (CP N).

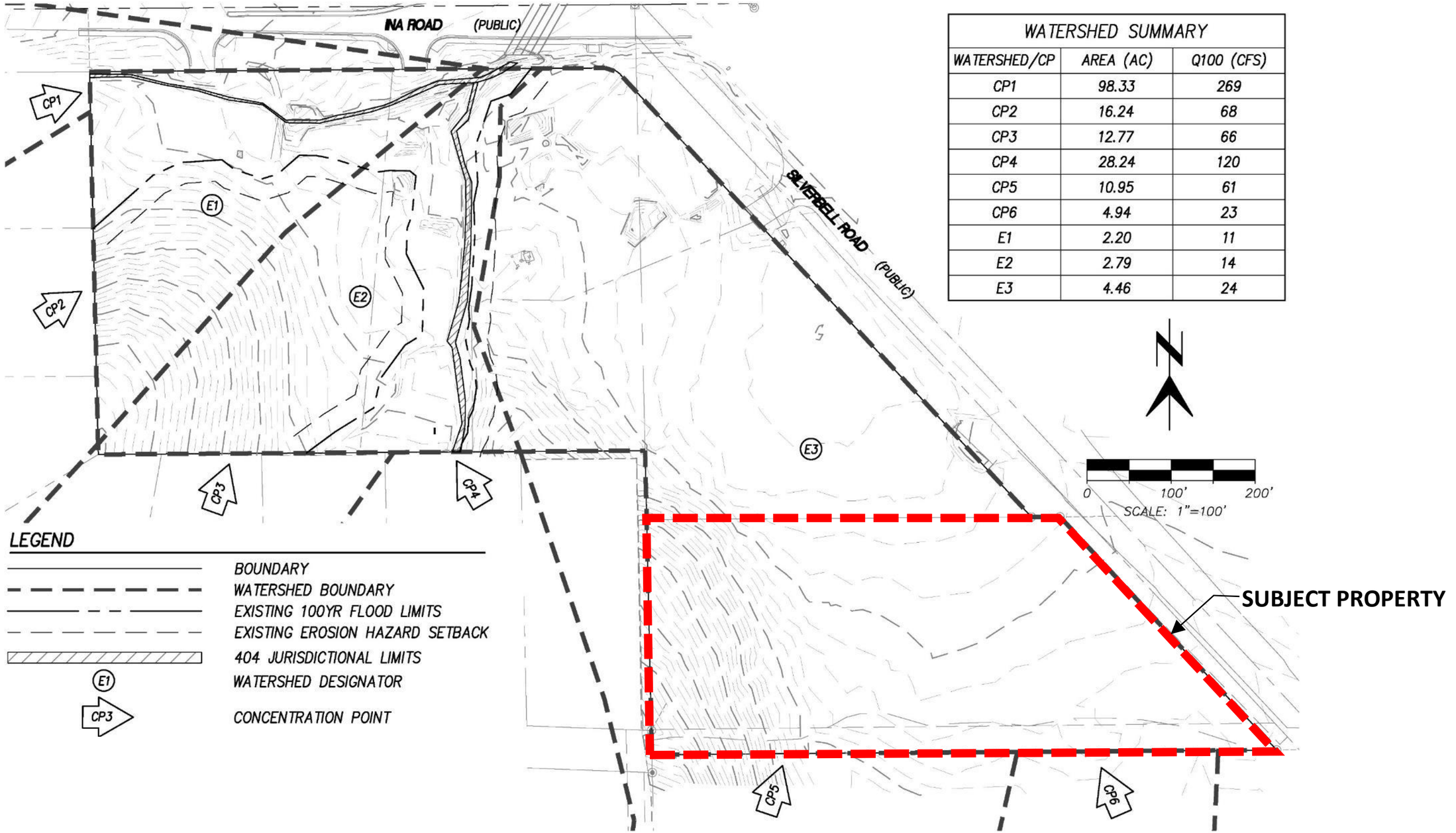
Table I.E.2: Onsite Watershed Design Flow

Watershed (CP)	Area (Acres)	100-Year Flow (cfs)	Cumulative CP	Cumulative Area (Acres)	Cumulative 100-Year Flow (CFS)
E1	2.20	11	O1+O2+E1	116.77	314
E2	2.79	14	O3+O4+E2	43.8	181
E3	4.46	24	O5+E3	15.41	85
CP N			CP E1+CP E2	160.57	417
Total			CP N+ CP E3	175.98	476

(from Silverbell Crossroads by Olsson Associates January 13, 2009)

*Please note that peak discharges for the combined basins were determined by Olsson Associates using HEC-HMS software. Cumulative flows are not additive due varying peak times and attenuation of the flow.


WATERSHED SUMMARY
WATERSHED | AREA (AC) | Q100 (CFS)
1 | 98.33 | 269
2 | 16.24 | 68
3 | 12.77 | 66
4 | 28.24 | 120
5 | 10.95 | 61
6 | 4.94 | 23
0
600'
1200'
SCALE: 1"=600'
LEGEND
BOUNDARY
WATERSHED BOUNDARY
WS-1
WATERSHED DESIGNATOR
WS-1
WS-2
WS-3
WS-4
WS-5
WS-6
INA ROAD
SILVERBELL ROAD
SUBJECT PROPERTY



WATERSHED SUMMARY		
WATERSHED/CP	AREA (AC)	Q100 (CFS)
CP1	98.33	269
CP2	16.24	68
CP3	12.77	66
CP4	28.24	120
CP5	10.95	61
CP6	4.94	23
E1	2.20	11
E2	2.79	14
E3	4.46	24

F. Vegetation

1. Vegetative Communities

Most of the vegetation onsite is classified as Sonoran Desertscrub containing Saguaros, Creosote bushes, and Palo Verde trees. The vegetation cover is consistent, covering approximately 30% of the site (see ***Exhibit I.F.1: Vegetation***).

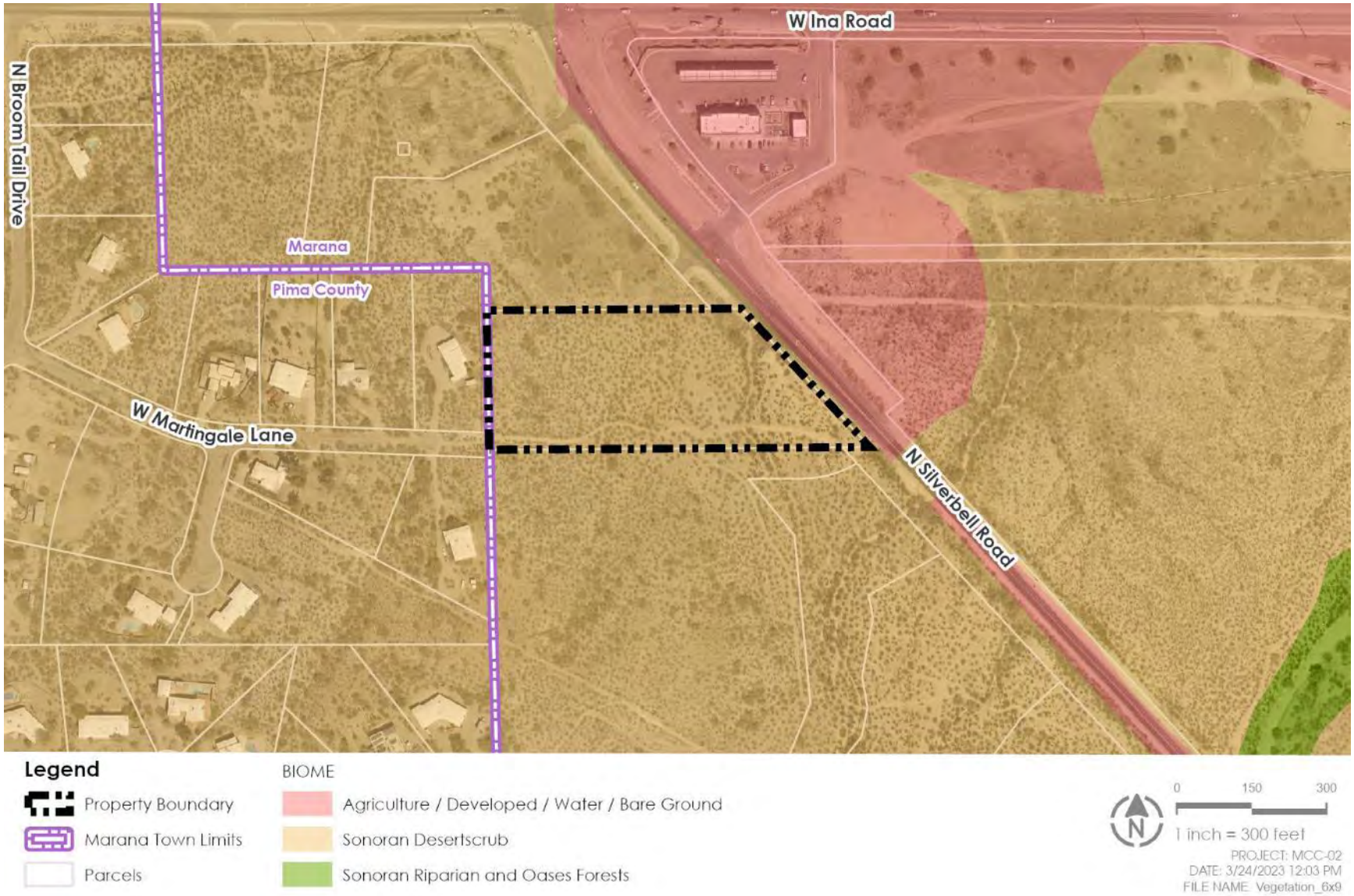
2. Significant Vegetation

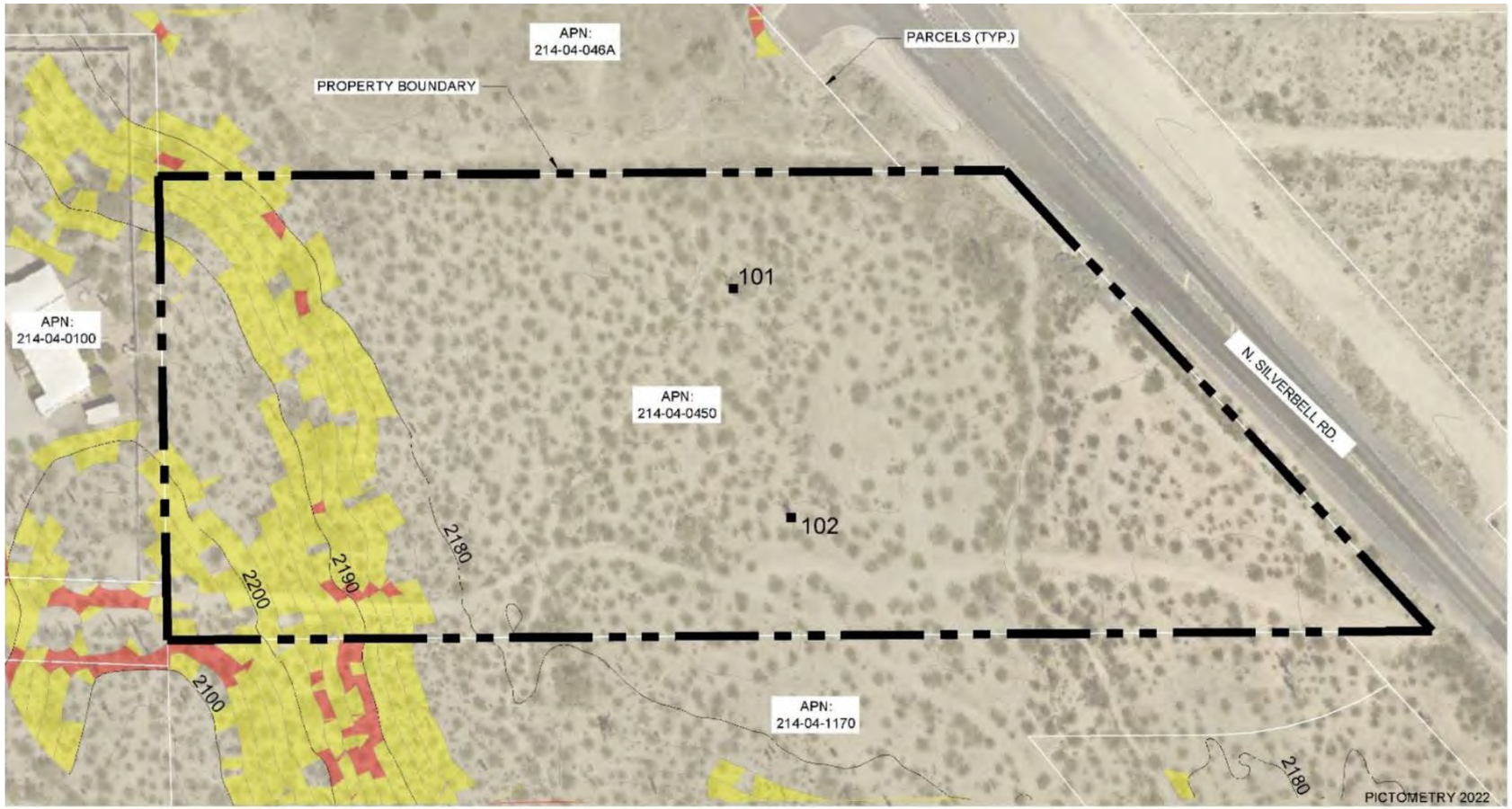
Vegetation present onsite includes species typical to this portion of Pima County, such as Saguaros (Carnegia gigantea), Mesquite trees (Prosopis velutina), Foothills Palo Verde trees (Parkinsonia microphylla), Creosote(Larrea tridentata), Barrel Cactus (Ferocactus wislizeni), and various Cholla species (Cylindropuntia). A Site Resource Inventory conducted earlier this year concluded that two significant Saguaros, one spear greater than 20 feet in height and one multi-armed specimen greater than 16 feet tall, are present on the site. No significant trees, washes, or riparian areas are present on the property (see ***Exhibit I.F.2: Site Resource Inventory***).

3. Vegetative Densities

Saguaros and Foothills Palo Verde trees occupy the slope on the western portion of the property. The central and east areas are generally flat and covered with Creosote bushes. There is a higher density of Creosote bushes on the east side of the property, where runoff from the roadways has diverted and collected on the property.

Exhibit I.F.1: Vegetation





NOTES

1. This aerial photo is less than two years old.
2. The majority of the site is undisturbed except for existing dirt roads.
3. The site features Saguaros (Carnegia gigantea), Mesquite Trees (Prosopis velutina), Foothills Palo Verde Trees (Parkinsonia microphylla), Creosote (Larrea tridentata), barrel cactus (Ferocactus wislizeni), and various cholla species (Cylindropuntia).
4. Significant vegetation was identified as being Saguaro spears greater than 20' and multi-armed specimen greater than 16'. No trees were identified as significant.
5. See table below for an inventory of significant species observed on site.
6. No washes exist on site.
7. No riparian areas exist on site.

SIGNIFICANT SPECIES INVENTORY LIST

NUMBER	SPECIES	HEIGHT	CALIPER	TRUNK	VIABILITY	TRANSPLANT	ARMS	NOTE1	NOTE2	NOTE3
101	CARNEGIEA GIGANTEA	20	0	MULTI	LOW	LOW	6	DAMAGED	LARGE SIZE	
102	CARNEGIEA GIGANTEA	20	0	MULTI	LOW	LOW	24	BROKEN LIMB	DAMAGED	BROKEN TOP & ARMS

LEGEND

- PROPERTY BOUNDARY
- PARCELS
- SLOPES 15% - 20%
- SLOPES GREATER THAN 20%
- 2' CONTOUR INTERVAL
- ■101 SIGNIFICANT VEGETATION

THIS EXHIBIT WAS CREATED USING PUBLICLY AVAILABLE DATA AVAILABLE THROUGH PIMA COUNTY GIS AND IS FOR PLANNING PURPOSES ONLY.

G. Wildlife

1. Letter from Habitat Specialist

In support of this analysis, the Arizona Game and Fish Department (AGFD) Heritage Data Management System (HDMS) was accessed via their On-line Environmental Review Tool to locate records of habitat and species occurrence within three miles of the property. The entire HDMS report is submitted in Appendix B of this document.

i. Presence of any Threatened or Endangered Species

The HDMS identified 13 Special Status Species within three miles of the subject property. These species and their status are listed in the following table.

Table I.G.1: Special Status Species Documented within 3 Miles

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Crotalus willardi willardi	Arizona Ridge-nosed Rattlesnake		S			1A
Dendrocygna bicolor	Fulvous Whistling-Duck	SC				
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	PT	S	S		1B
Gopherus morafkai	Sonoran Desert Tortoise	CCA	S	S		1A
Heloderma suspectum	Gila Monster					1A
Kinosternon sonoriense sonoriense	Desert Mud Turtle			S		1B
Leptonycteris yerbabuenae	Lesser Long-nosed Bat	SC				1A
Macrotus californicus	California Leaf-nosed Bat	SC		S		1B
Myotis velifer	Cave Myotis	SC		S		1B
Opuntia versicolor	Stag-horn Cholla				SR	
Poeciliopsis occidentalis occidentalis	Gila Topminnow	LE				1A
Tadarida brasiliensis	Brazilian Free-tailed Bat					1B
Terrapene ornata luteola	Desert Box Turtle			S		1A

Note: **FWS** – Federal U.S. Status; **USFS** – US Forest Service; **BLM** – US Bureau of Land Management; **NPL** – Arizona Native Plant Law; **SGCN** – Species of Greatest Conservation Need; **CCA** - Candidate Conservation Agreement; **LE** - Listed Endangered; **PT** - Proposed Threatened; **SC** - Species of Concern; **S** – Sensitive; **SR** - Salvage Restricted (collection only with permit)

ii. High densities of given species population

As indicated by the HDMS review, there are no high densities of a given species located within the boundaries of the proposed site.

iii. Aquatic or riparian ecosystems

No aquatic or riparian ecosystems are present onsite.

iv. Wildlife corridors

No identified wildlife corridors are present on the subject property. The HDMS has identified the property within three miles of the Saguaro National Park (West) and the Santa Cruz River Wildlife Movement Area. While not recognized as a wildlife corridor by the AZGFD, two wildlife corridors exist on the neighboring property to the south. These corridors connect the Tucson Mountains to the Santa Cruz River.

H. Soils

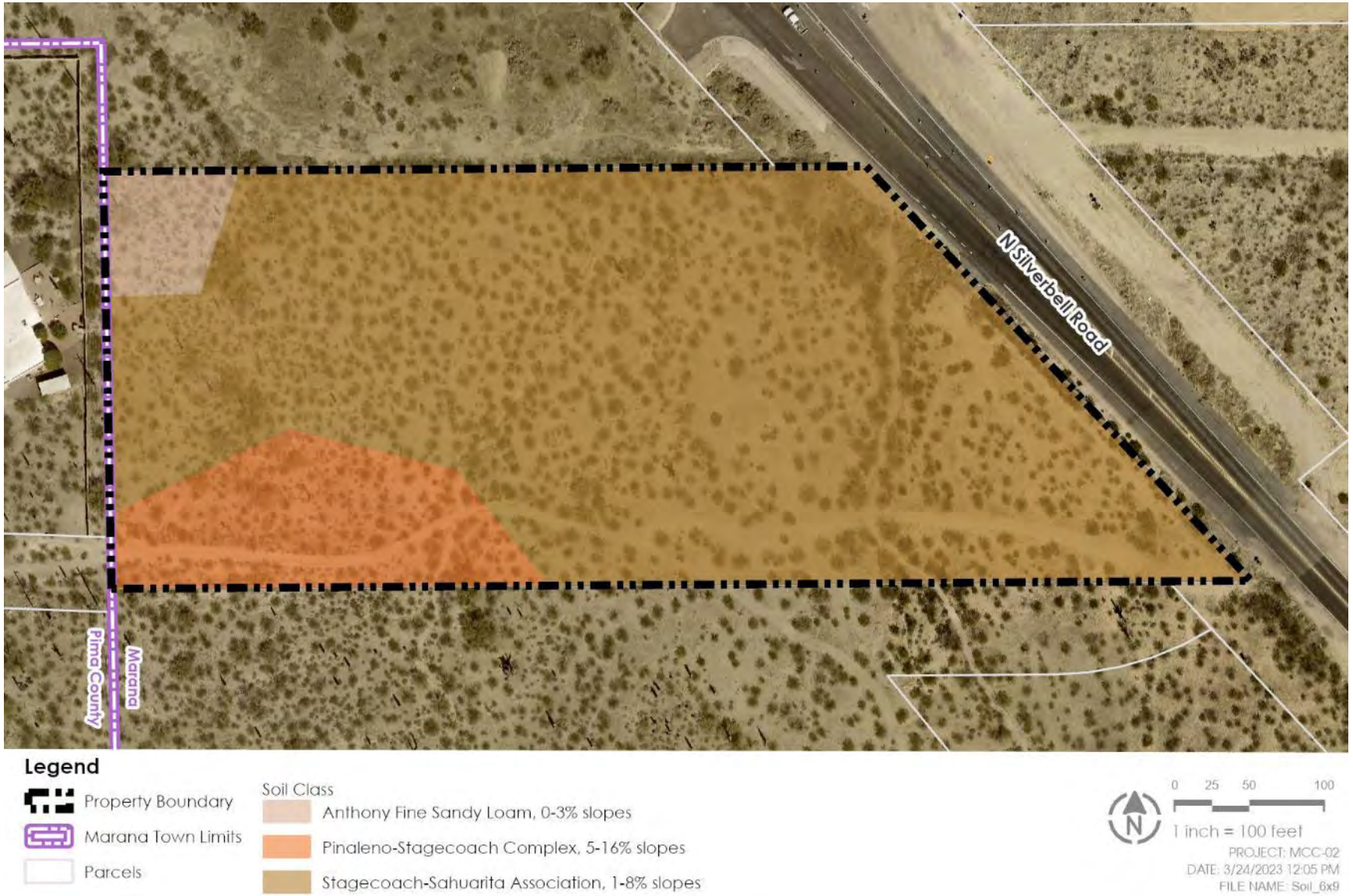
Three soil types are found on the property. The *Stagecoach-Sahuarita* class covers most of the site except for the northwest and southwest corners, which consist of the *Anthony Fine Sandy Loam* and *Pinaleno-Stagecoach Complex,* respectively (see ***Exhibit I.H: Soils***).

The *Stagecoach-Sahuarita Association, 1-8% slopes* soil class is well suited to homesite development per the 1999 *Soil Survey of Pima County, Arizona, Eastern Part* prepared by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).

Per the 1999 NRCS Soil Survey, if the *Anthony Fine Sandy Loam, 0-3% slopes* soil class is used for homesites, and the main limitations are flooding and the hazard of wind erosion in disturbed areas.

Per the 1999 NRCS Soil Survey, the Pinaleno-Stagecoach Complex, 5-16% slopes soil class is on strongly sloping fan terraces, and if used for homesite development, the main limitations are slope and high lime content in the Stagecoach soils. Erosion is a hazard in the steeper areas consisting of these soils. Only the part of the site that is used for construction should be disturbed.

Portions of the site containing Anthony Fine Sandy Loam and Pinaleno-Stagecoach Complex should generally be avoided as these soil types are unsuitable for development.


N Silverbell Road
Pima County
Marana
Legend
Property Boundary
Marana Town Limits
Parcels
Soil Class
Anthony Fine Sandy Loam, 0-3% slopes
Pinaleno-Stagecoach Complex, 5-16% slopes
Stagecoach-Sahuarita Association, 1-8% slopes
0 25 50 100
1 inch = 100 feet
PROJECT: MCC-02
DATE: 3/24/2023 12:05 PM
FILE NAME: Soil_6x9

I. Viewsheds

The subject property is located east of the Tucson Mountains near the major intersection of Silverbell Road and Ina Road. Its natural topography slopes downward from west to east. This slope creates vantage points along the property's western boundary with clear views across the property looking northeast, east and southeast towards the Tucson Metro and surrounding mountain ranges.

Views of the Rincon and Catalina Mountains are also visible from the lower portions of the property on the east side. Foreground views looking towards the Tucson Metro are partially obscured by dense vegetation on Pima County's property to the east and around the Santa Cruz River. A ridge runs along the property's western boundary and obstructs westward-looking views from the property, and no significant features can be seen looking south of the site.

Properties to the west are within the foothills of the Tucson Mountains. The natural topography creates a variety of views within the neighborhood, with the most prominent views being the Rincon and Catalina Mountains to the east and northeast. This neighborhood also sits approximately 20 feet higher than the eastern half of the subject property (see *Exhibit I.I.1: Site Photo Locations* and *Exhibit I.I.2: Viewsheds*). Because of the grade differential and the expansive views of the mountain ranges in all directions, mountain views for residents living to west will be minimally impacted.

Exhibit I.I.1: Site Photo Locations





View from northwest property corner looking north.



View from northwest property corner looking east.



View from southwest property corner looking north.



View from southwest property corner looking west.



View from southwest property corner looking south.



View from southwest property corner looking east.



View from the eastern property boundary adjacent to Silverbell Road looking west.



View from the eastern property boundary adjacent to Silverbell Road looking east.



View from northeast property corner looking west.



View from the center of the property looking east.



View from east side of Silverbell Road looking west toward the property.



View from adjacent parcel to the north looking east.

J. Traffic

The overall project is located on the southwest corner of the Ina Road/Silverbell Road intersection. The subject property fronts onto Silverbell Road approximately 700 feet south of the intersection. The northern portion of the overall project was originally planned as a commercial shopping center with four access drives, two along Ina Road and two along Silverbell Road. These access drives were partially constructed as curb cuts with curb returns, sidewalks and asphalt paving as part of the original Silverbell Road widening and intersection improvements in 2009. These improvements also included an asphalt access apron to the subject property from Silverbell Road, making a total of five established access points to the property.

The Ina Road/Silverbell Road intersection was recently improved with turn lane and median enhancements. These improvements facilitate access to the overall project from Silverbell Road and Ina Road at two of the established access drives along the project's north and east boundary.

Three arterial streets are located within one mile of the subject property: Ina Road, Silverbell Road, and Cortaro Road (see ***Exhibit I.J: Traffic***). Only Ina Road and Silverbell Road serve the proposed site as Cortaro Road provides no direct route to the property. A Traffic Impact Analysis will be submitted to the Town and determine any additional offsite improvements.

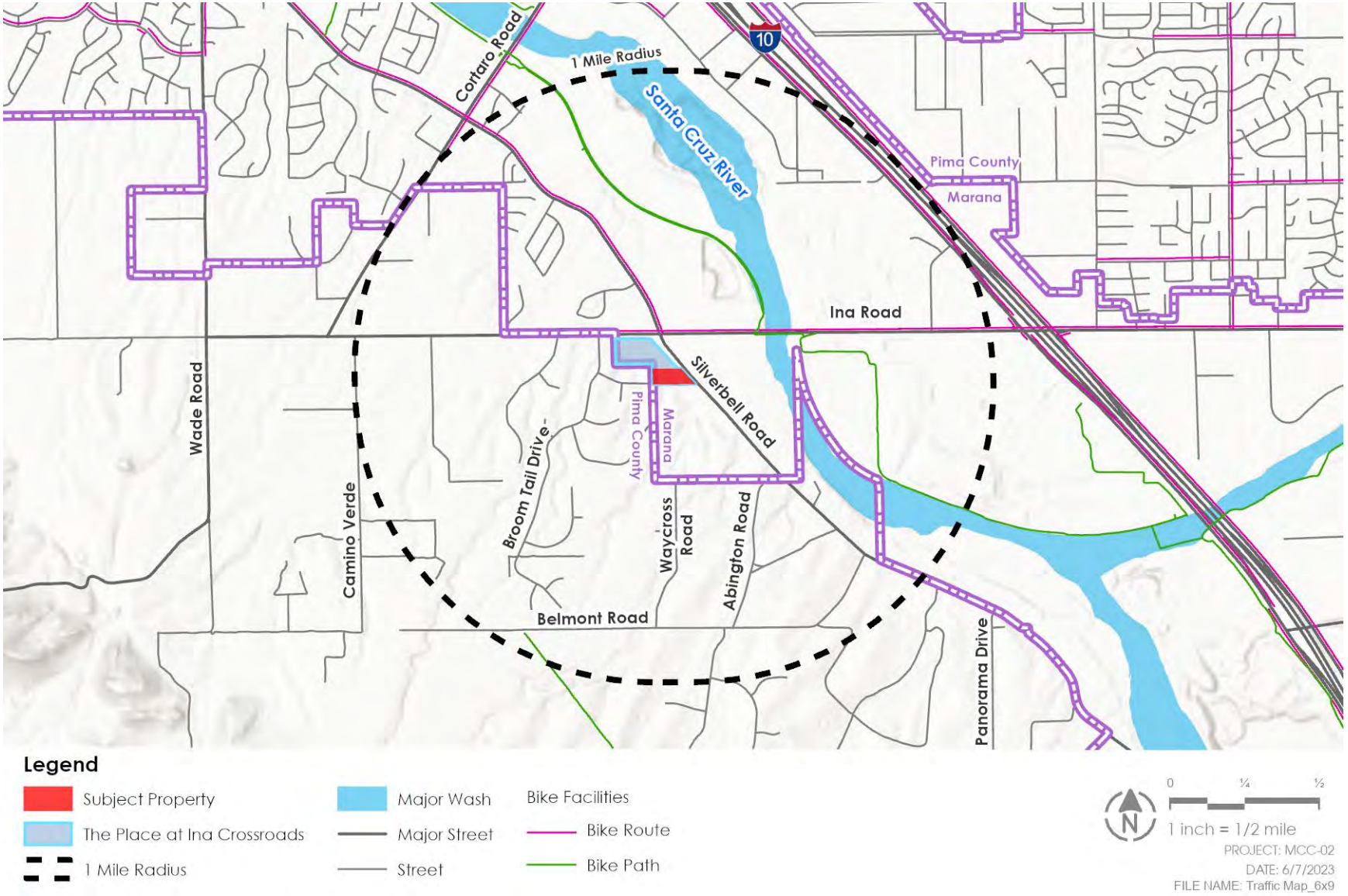
Currently a 20-foot Public Roadway Easement (Sequence Number 2022-1260046) has been granted to the Town of Marana along Silverbell Road. This easement will be dedicated to the Town to expand Silverbell's Right of Way (ROW). In addition to the 20-foot easement being dedicated as ROW, a 25-foot Right of Way dedication is proposed along the subject property's eastern boundary. These two dedications totaling 45 feet will complete Silverbell's western Right of Way limit.The Pima Association of Governments (PAG) Transportation Improvement Program (TIP) identifies a proposed widening of Silverbell Road between Grant Road and Ina Road. This project would widen Silverbell Road to four lanes with raised medians, add 6-foot bike lanes, curbs, and a multi-use path on the east side of the road. The project is expected to be completed in 2026. For more information regarding arterial streets within the project vicinity, see the table below and the accompanying Traffic Impact Analysis.

Table I.J: Existing Arterial Streets within One Mile

Arterial Street (Segment)	**Existing ROW**[1]	**Meets Minimum ROW Width**	**Ownership**	**Continuous ROW**	**Travel Lanes** (Capacity[2])	**Speed Limit**	**OCI Rating**[1]
Ina Road (east of Silverbell)	150’	Yes	Public (Marana)	Yes	4 (39,800)	45	94.00
Ina Road (west of Silverbell)	150’ – 60’	Partially	Public (Marana/ Pima County	Yes	2 (14,160)	45	78.80
Silverbell Road (north of Ina)	150	Yes	Public (Marana)	Yes	4 (39,800)	45	64.40 / 73.5
Silverbell Road (south of Ina)	Varies	Partially	Public (Marana/ Pima County	Jogs	2 (14,160)	45	73.20
Cortaro Road (west of Silverbell)	130’-90’	No	Public (Marana/ Pima County	Jogs	2 (14,160)	45	65.60

Sources: 1: Marana Pavement Overall Condition Index (OCI), Marana Public Works Geographic Information Systems, 2023;
2: Generalized Annual Average Daily Volumes for Florida’s Urban Areas, Florida Department of Transportation, 2023

Exhibit I.J: Traffic



K. Recreation & Trails

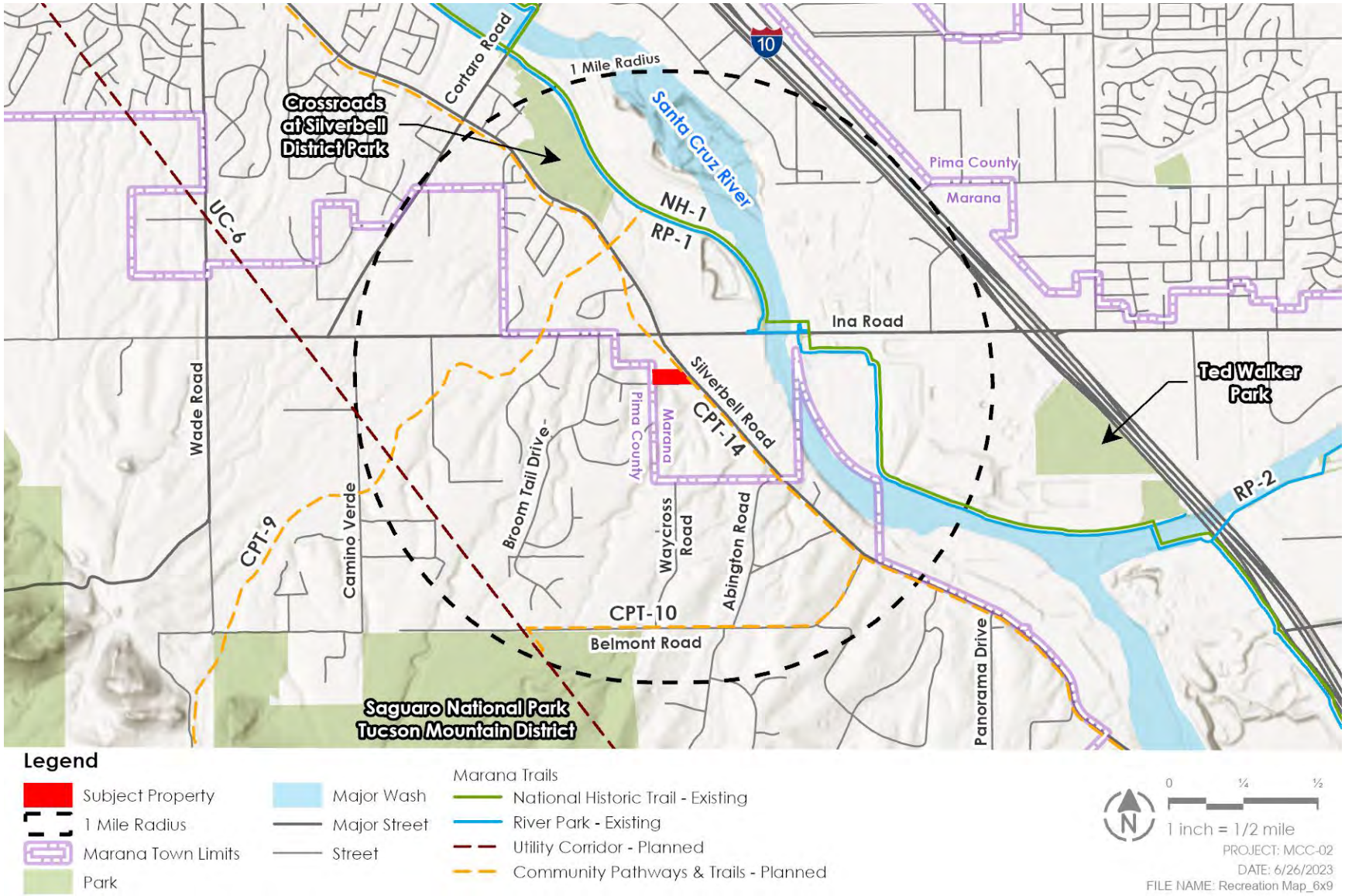
The Crossroads at Silverbell District Park is the only Marana owned park within one mile of the subject property. This approximately 42-acre park serves southern Marana with a variety of amenities including lighted soccer and ball fields, lighted sports courts, playgrounds, a dog park and a splash pad. It also provides access to the Santa Cruz Shared Use Path and the Loop trail network. The eastern extent of the Saguaro National Park Tucson Mountain District is located approximately one mile south of the subject property. The park is owned and operated by the National Park Service. It contains 43 miles of hiking trails within its 25,391 acres.

Exhibit I.K: Recreation & Trails maps the *Town of Marana Parks & Recreation Master Plan (2020-2030)* trails within one mile of the subject property. The Santa Cruz River Park/Juan Bautista de Anza Trail is the only established trail facility within one-mile of the property. This trail is part of The Loop trail network serving the region. The planned Silverbell Road Path crosses the eastern boundary of the property. Portions of this path are already in place with the sidewalk improvements along Silverbell Road. Three trails are planned within one mile of the property. Details of these trails are listed in the table below and correspond to the trail lines shown in the *Town of Marana Parks & Recreation Master Plan 2020-2030*.

Table I.K: Trails

Trail Name	Trail ID	Trail Type	Status
Santa Cruz River Park - The Loop	RP-1	River Park	Existing
Juan Bautista de Anza Trail	NH-1	National Historic Trail	Existing
Wild Horse Wash Trail	CPT-9	Community Pathways & Trials	Proposed
Belmont Road Trail	CPT-10	Community Pathways & Trials	Proposed
Silverbell Road Path	CPT-14	Community Pathways & Trials	Proposed
Gas Line Trail	UC-6	Utility Corridor	Proposed

Exhibit I.K: Recreation & Trails



L. Cultural, Archaeological & Historic Resources

Information regarding cultural, archaeological and historical resources can be found in the document entitled "*Class I Literature Review for Silverbell Crossroads Development in Marana, Pima County, Arizona*" prepared by PaleoWest, LLC which is submitted under a separate cover.

M. Existing Utilities

1. Water

The subject property is located within Tucson Water's obligated service area and Tucson Water has acknowledged that they will serve the property with the Town of Marana agreement. There is an existing 12-inch Tucson Water main in Ina Road along the northeast side of the "overall" project property, which transitions to a 6-inch main as it continues west. There is also a 12-inch line within Silverbell Road to the east of the portion of the property to be rezoned. Tucson Water valve map information indicates an existing 8-inch "stub" serving the overall property on both the north and east sides (within the Ina and Silverbell Road Right of Way adjacent to the overall project site, respectively).

2. Sewer

There is an existing manhole (3271-07) located +/-35 feet north of the northeast corner of the overall project area. The portion to be rezoned will be served by a new sewer through the northern portion of the property via +/- 650 feet of gravity sewer.

3. Natural Gas

Southwest Gas has 6-inch, 8-inch, and 12-inch lines within Ina Road but no service in Silverbell Road. The lines within Ina Road appear to be near the median and on the northern part of the Right of Way.

4. Electricity

An existing overhead power line is available along the south side of Ina Road and near the western property line of the overall project site, as well as along the southern property line. There is no power in Silverbell Road. This information was provided by TEP in their service maps (13-12-02-01 & 02).

5. Communication

Comcast Communications is available along the north side of the overall project boundary. There is a line that is in the south part of the Right of Way next to the overall site.

N. Public Facilities

1. Police

The Marana Police Department will serve the site. The nearest Marana Police Department facility is the Ina Road Substation, approximately one mile east of the property.

2. Fire

The nearest fire station is Northwest Fire District Station #34 (8165 N Wade Road), approximately two miles northwest of the property.

3. Schools

The subject property is located within Marana Unified School District (MUSD). However, no public schools are located within one mile of the subject property. Two charter schools are within one mile of the property, Leman Academy of Excellence and Pima Vocational High School. The Leman Academy of Excellence is a K-8 charter school at the intersection of Silverbell Road and Cortaro Road. The Pima Vocational High School is located on Ina Road approximately 0.75 miles east of the property. It offers students from 16 to 21 years of age a career oriented work experience in an applied academic setting. Neither of these schools are part of MUSD.

Coyote Trail Elementary School is the nearest MUSD elementary school, approximately 1.5 miles northwest of the property.

The nearest public junior high school is Tortolita Middle School, about three miles northeast of the site; however, this school is not located within MUSD. The nearest junior high within MUSD is Marana Middle School, which is ten miles northwest of the project site.

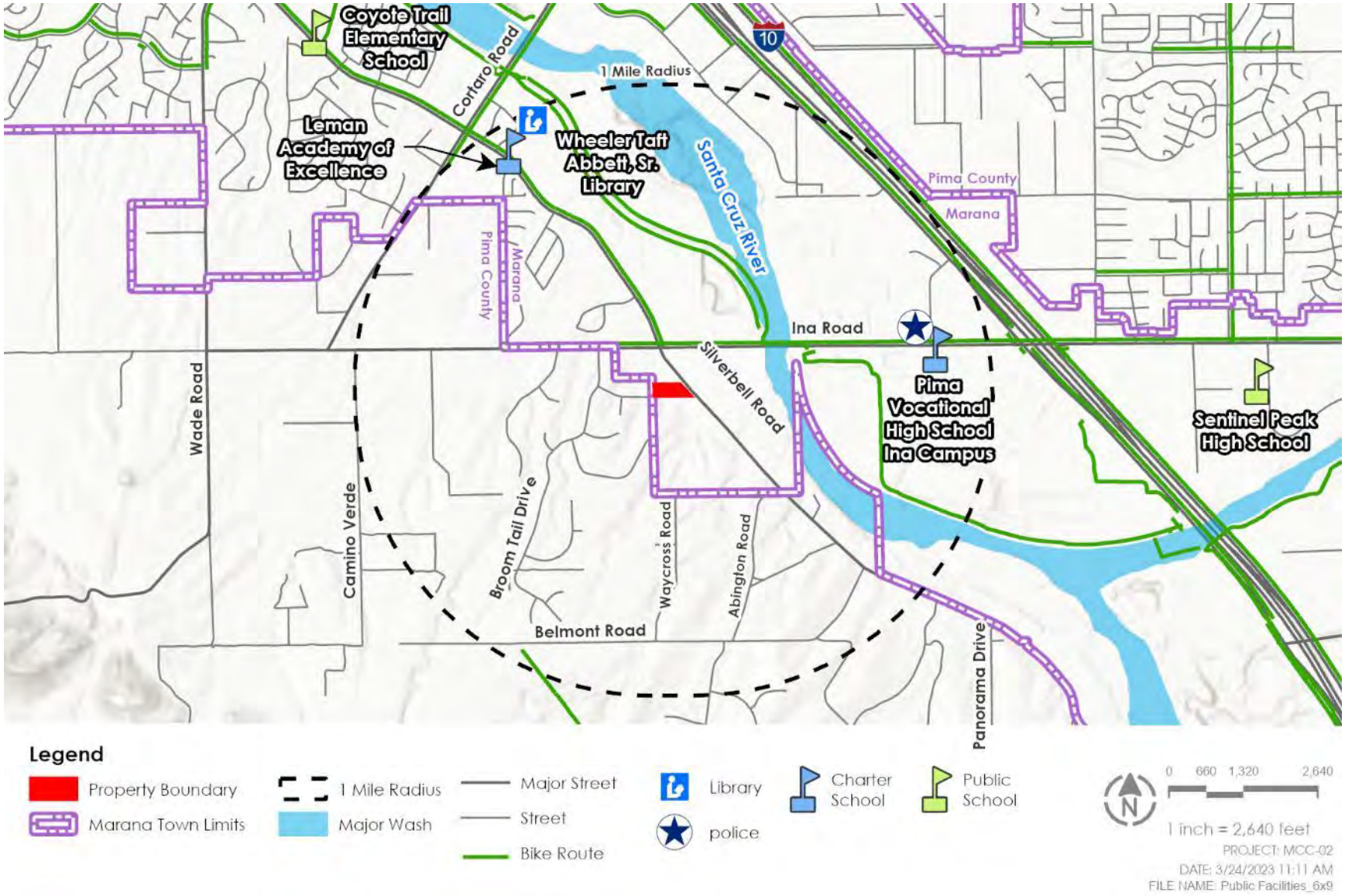
Sentinel Peak High School is the nearest public high school. This alternative high school is part of the Flowing Wells Unified School District. It has a small campus on Ina Road east of I-10.

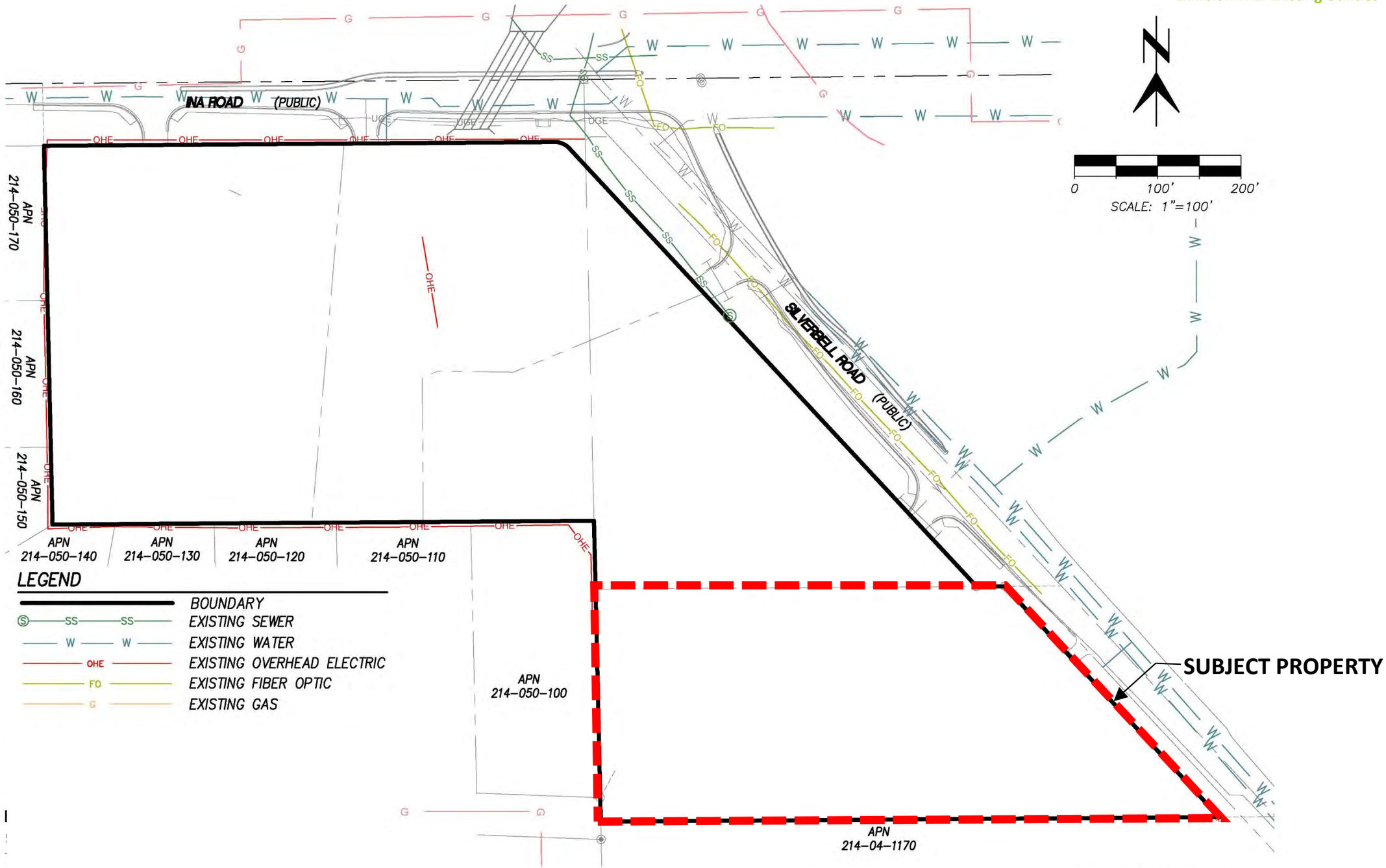
Since the subject property is located within the MUSD boundaries, students would attend Marana High School, approximately eight miles east of the project site.

4. Library

As shown on ***Exhibit I.M.1: Public Facilities***, the closest library is Wheeler Taft Abbett Sr. Library, located at 7800 North Schisler Drive approximately 2.5 miles north.

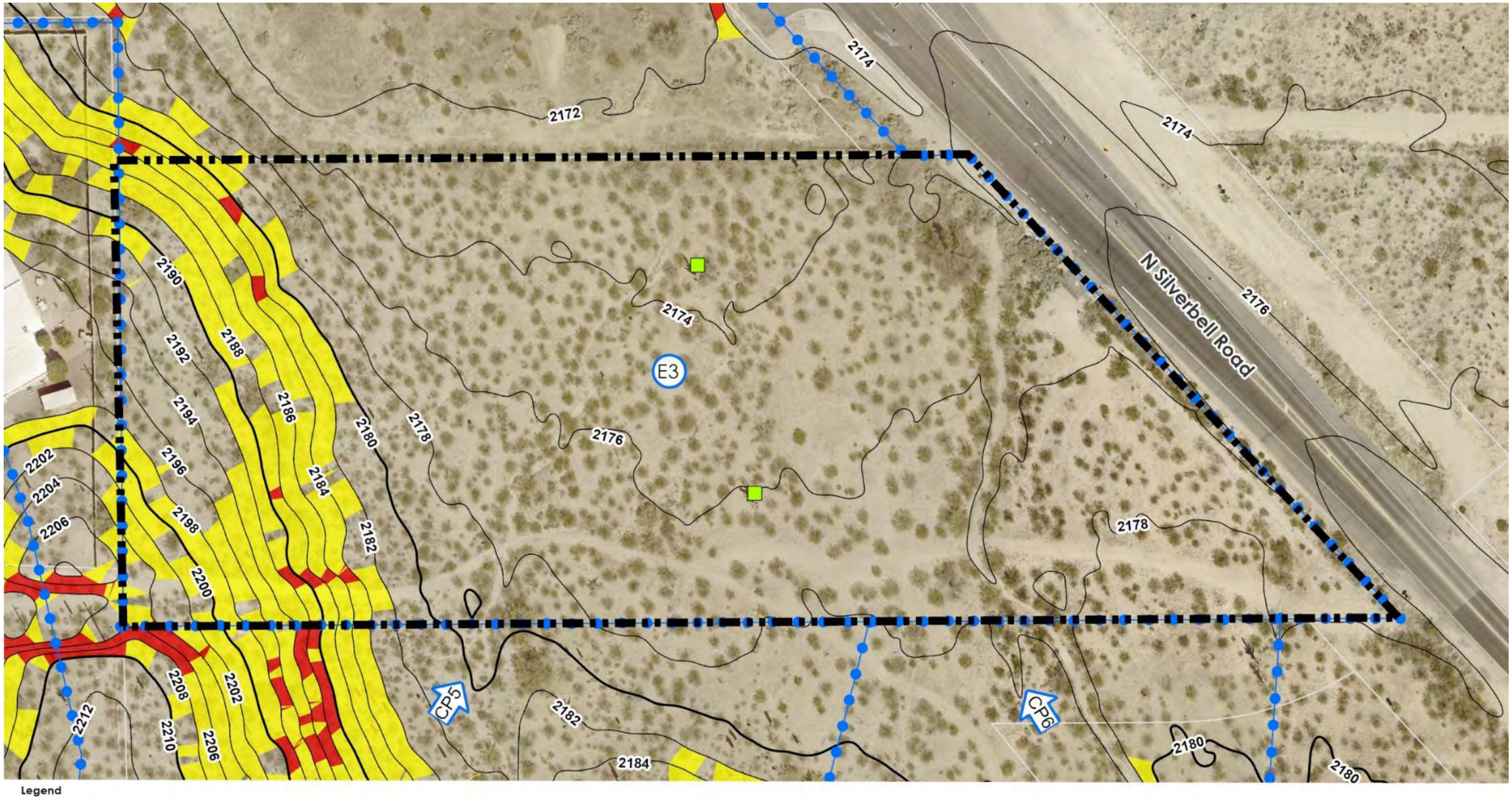
Exhibit I.M.1: Public Facilities




INA ROAD (PUBLIC)
SILVERBELL ROAD (PUBLIC)
APN 214-050-170
APN 214-050-160
APN 214-050-150
APN 214-050-140
APN 214-050-130
APN 214-050-120
APN 214-050-110
APN 214-050-100
APN 214-04-1170
SUBJECT PROPERTY
N
0
100'
200'
SCALE: 1"=100'
LEGEND
BOUNDARY
EXISTING SEWER
EXISTING WATER
EXISTING OVERHEAD ELECTRIC
EXISTING FIBER OPTIC
EXISTING GAS

O. Composite Constraints (McHarg) Map

The following map combines individual elements detailed in prior sections to illustrate existing onsite constraints. The McHarg Composite Map aims to illustrate areas most appropriate for development. As shown in ***Exhibit I.N.1: McHarg Composite Map***, the western end of the property is the most constrained as it contains significant slopes and unstable soils. Refer to *Section II. Proposed Land Use Plan* for more information on how the Conceptual Land Use Plan (CLUP) responds to the site's physical constraints.


2174
2172
2174
N Silverbell Road
2176
2190
2192
2188
2186
2194
2180
2178
2174
E3
2176
2202
2204
2206
2196
2184
2198
2200
2182
2178
2208
2202
2212
2210
2206
CP5
2182
CP6
2184
2180
2180
Legend
Subject Property
Parcels
Topographic Contours
10-foot Contour
2-foot Contour
Slope
15% - 25%
>25%
Watershed
Significant Cacti
E3
On-site Watershed
CP5
Concentration Point
N
0 15 30 60
1 inch = 60 feet
PROJECT: MCC-02
DATE: 3/24/2023
FILE NAME: McHarg_9x15

II. PROPOSED LAND USE PLAN



PROPOSED LAND USE PLAN

A. Project Overview

Located near a prominent intersection burgeoning with growth because of development that has generated new employment, The Place at Ina Crossroads aims to establish a vibrant multifamily community that provides an opportunity for Marana's growing workforce to live, work and play in a desirable and highly accessible location, and to diversify the Town's housing stock and increase supply. Overall, The Place at Ina Crossroads is a market-rate apartment complex that consists of eight three-story buildings with a total of 240 units (180 units on the northern nine acres, 60 units on the southern four acres), a one-story clubhouse with pool, and open space (natural undisturbed and landscaped commons areas). To develop a cohesive, high-quality development at Marana's southern gateway as envisioned by MC Companies, the four-acres subject to this request must be rezoned from R-144 (Residential Zoning District) to VC (Village Commercial) to create a consistent zoning designation across the entire project area.

For simplicity purposes, the Conceptual Land Use Plan will only discuss the design and compatibility implications of The Place of Ina Crossroads as it relates to the four-acre rezoning parcel, except for the proposed drainage and utility schemes which reference the overall development. The remaining nine acres will be developed per the Town of Marana's applicable building and fire codes and will feature the same heights, materials, colors, and architectural styles as those presented herein.

B. Relationship to Marana General Plan and Strategic Plan

1. Make Marana 2040

Rezoning the southern four acres of The Place at Ina Crossroads furthers *Make Marana 2040's* vision by incorporating additional multifamily housing into a planned infill development along two major arterial streets in the South Growth Area. The South Growth Area is described as "largely built-out" and currently contains the highest concentration of population and commercial activity within Marana. The general plan states this area is expected to develop gradually through infill and redevelopment while attracting Information Technology and Advanced Business Services industries. With Amazon's opening of the distribution facility and as other sectors develop, an adequate housing supply, and particularly housing variety, is necessary to accommodate the current housing shortage and anticipated future demand. This rezoning proposal helps address housing needs by adding 60 apartments to a planned and entitled multifamily development to increase housing supply for employees and their families in the South Growth Area. A minor general plan amendment will be processed concurrently with this rezoning request to change the subject property's land use designation from Low Density Residential to Commercial, matching the existing designation of the overall project.

The four-acre subject property is served by existing infrastructure and public services, making it an ideal infill location. Developing it with housing as part of the neighboring commercial properties removes the potential for incompatible land uses to be sited next to existing residences if the corner were developed as a "commerce/industry hub", as intended per the Southern Growth Area.

Development of this property also furthers the goals and policies of *Make Marana 2040* by:

- Locating a high-quality multifamily development in an area with established infrastructure, transportation networks, and public services, and close to employment and significant community assets, such as public facilities, schools, and recreational facilities. (*Goals BE-9* & *BE-11, Policies BE 11-2* & *BE 11-4*)
- Increasing the number of apartment units available in Marana, diversifying the Town's existing housing supply, and providing additional options to residents looking to downsize or age in place or to those looking for the ease and extra flexibility this type of housing affords. (*Goal BE-27, Policies BE 27-2, 27-3 & 27-4*)
- Managing stormwater runoff through a variety of collection techniques to minimize flooding. (*Goal RS-7, Policy RS 7-2*)
- Protecting the existing wildlife corridors by consolidating multiple existing access points on Silverbell Road into one. (*Goal RS-13*)

2. Strategic Plan 5

The Conceptual Land Use Plan furthers Marana's *Strategic Plan 5* by promoting the following Focus Areas' goals and strategies:

Focus Area 2: *Vibrant Community*

Goal: *Support initiatives that enhance the quality of Marana Neighborhoods.*

Strategy: *Encourage housing options by analyzing current available housing and identify incentives and codes to further diversify housing stock and improve affordability.*

The proposed development provides an alternative to traditional single-family development and responds to housing demand in Southern Marana by creating more multifamily housing options to diversify the housing stock.

Goal: *Establish a strong sense of place through the creation of unique public spaces and architecture that foster community pride.*

Strategy: *Enhance architectural sites and landscape design standards to increase compatibility with adjacent existing or planned uses while minimizing impacts to the natural environment.*

The Place at Ina Crossroads will use architecture and landscaping appropriate for the area, complementing adjacent properties and future development. Architectural design will

resemble existing and planned development around the Ina Silverbell intersection. Landscaping will use native, drought-tolerant plants that are adapted to the region. Protected native plants onsite will be inventoried and mitigated.

Goal: *Provide a safe and connected multi-modal transportation system to support the mobility needs of present and future residents.*

Strategy: *Improve safety for people using all modes of travel by implementing programs, policies, educational resources, and infrastructure improvements to minimize traffic congestion.*

Closing multiple access points on Silverbell Road and Ina Road minimizes potential conflicts along a major arterial. Sidewalk improvements will also be made along Silverbell Road, helping to increase pedestrian circulation in the area and promote multi-modal transportation.

C. Compatibility with Adjoining Properties

The property is surrounded by single-family residential (existing and planned) to the west and south, Silverbell Road and deed-restricted open space to the east, and the northern nine acres of The Place at Ina Crossroads to the north. The proposed multifamily development is appropriate for the subject property as it presents a residential use that is more harmonious with the site's constraints and serves as a transition between the existing residential uses and the planned/developing non-residential uses in the area.

Properties in Bridlewood West sit about 20 feet higher in elevation than the subject property. Because of this elevation change, potential impacts to views caused by the proposed development are minimized as the buildings' height will emulate a single-story structure. The planned Silverbell Ridge Estates subdivision to the south will be comprised of one- and two-story single-family homes on approximately 6,000 square-foot lots. Most of this subdivision's homes are positioned internally to the property, with only the side of one home abutting the shared property line.

The subject property's two proposed apartment buildings have been oriented to minimize visual impacts on the neighboring properties and are set back from the southern and western property boundaries at a greater distance than the 20 feet required under the proposed VC zoning. They are set back 60 feet, or three times the required distance from the southern boundary, and 200 feet, or ten times the required distance from the western boundary. These enhanced setbacks ensure that the scale of the proposed buildings is compatible with adjacent properties.

The properties north of the site comprise the northern nine acres of The Place at Ina Crossroads and will consist of six three-story apartment buildings and a one-story leasing office/clubhouse. Rezoning the southern subject property to match the existing zoning of the northern parcels ensures a consistent and cohesive development across the entire project site. By adding the

subject property to the larger development, the buildings on the rezoning site are able to be positioned and designed to consider the privacy of adjacent residences fully.

Additionally, the proposed buildings will be designed with four-sided architecture and articulated facades to create variation in the building's plane. Landscaping further enhances compatibility with the adjacent properties by establishing a transition across the property and improving privacy. These elements ensure that the subject property's future development is compatible with neighboring properties.

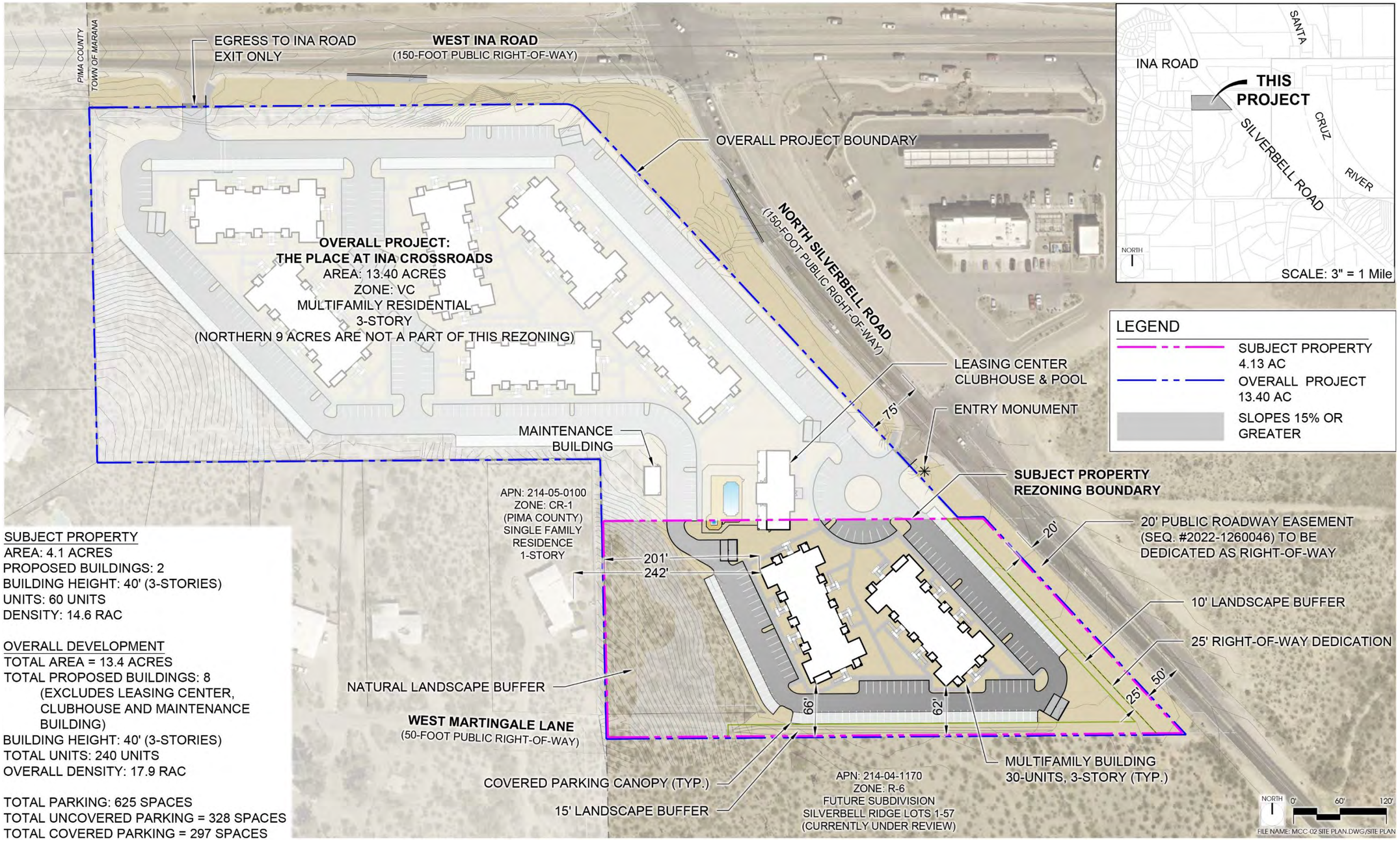
The proposed apartment buildings will not be as tall as commercial buildings can be in the VC zone. The maximum building height will be 40 feet, whereas the VC zone allows a maximum building height of 50 feet for commercial buildings. Commercial development would also face Ina Road and Silverbell Road to maximize frontage along these arterials. This configuration would leave the backs and sides of the commercial buildings facing the neighboring properties to the south and west. Commercial development typically uses such areas for loading, storage, and trash collection. Security is also a concern in these areas and would likely require bright security lights to maintain visibility throughout the night. The proposed multifamily development does not create the potential for the same land use compatibility concerns.

D. Conceptual Land Use Plan

As shown in ***Exhibit II.D: Conceptual Land Use Plan***, the four-acres are intended to accommodate two garden-style apartment buildings generally located in the center of the property with landscaping, parking (covered and uncovered), and access lanes along the perimeter. Each apartment building will be three stories in height (maximum of 40 feet) and will contain 30 units, ten units per floor. In total, 60 units are proposed, and the overall density is 14.6 units per acre. While not yet finalized, each structure will be designed to feature architectural styles, materials, and colors consistent with the surrounding area and the desert southwest.

The site will be accessed through a single entry point on Silverbell Road. A secondary egress only point is provided on Ina Road near the northwest corner of the overall development. Refuse facilities will be provided at centralized collection locations and will be appropriately screened following Town of Marana standards.

The buildings have been configured to avoid the steep slope portion of the western corner of the site and positioned to be parallel with the hillside to create an aesthetically pleasing backdrop of natural open space for the future tenants. Landscape borders consisting of vegetation typical to the Sonoran Desert will be provided along the perimeter of the development. Substantial setbacks from the west, south, and east property lines effectively create a transition and soften the buildings' impacts on neighboring properties (refer to ***Exhibit II.D: Conceptual Land Use Plan***).



SUBJECT PROPERTY
AREA: 4.1 ACRES
PROPOSED BUILDINGS: 2
BUILDING HEIGHT: 40' (3-STORIES)
UNITS: 60 UNITS
DENSITY: 14.6 RAC

OVERALL DEVELOPMENT
TOTAL AREA = 13.4 ACRES
TOTAL PROPOSED BUILDINGS: 8
(EXCLUDES LEASING CENTER, CLUBHOUSE AND MAINTENANCE BUILDING)
BUILDING HEIGHT: 40' (3-STORIES)
TOTAL UNITS: 240 UNITS
OVERALL DENSITY: 17.9 RAC

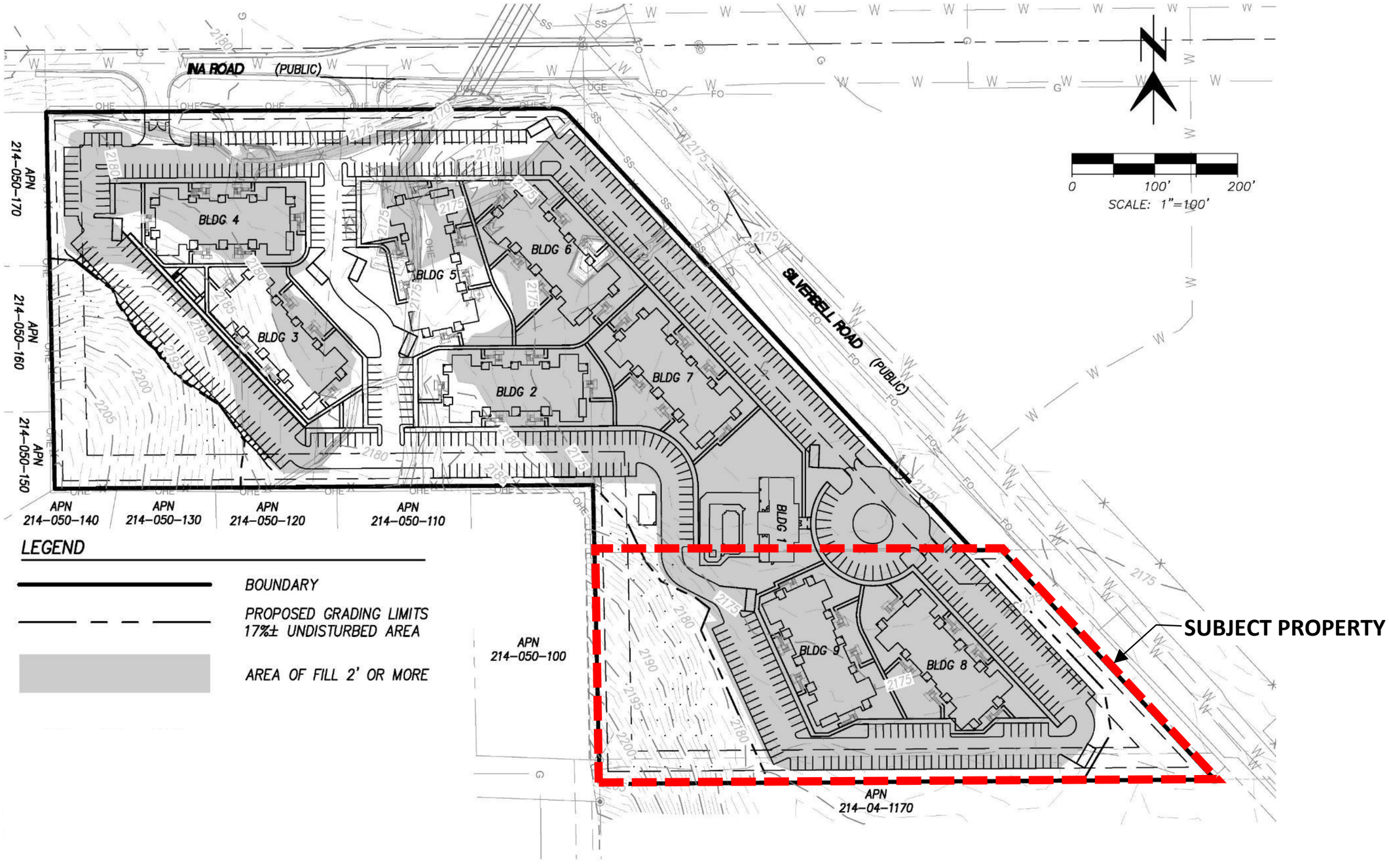
TOTAL PARKING: 625 SPACES
TOTAL UNCOVERED PARKING = 328 SPACES
TOTAL COVERED PARKING = 297 SPACES

E. Proposed Topography

In order to maintain drainage to the north through the overall project site, a portion of the property will require fill. Conceptual grading analysis indicates the fill varies in height but is in the range of +/-two to four feet. It is anticipated that the site will be in a "fill" situation and will require import to provide adequate drainage for the property.

The existing sloping areas located at the southwest portions of the property will be left natural. It is anticipated that approximately 17% of the site will remain in a natural/ungraded condition after development, including most of those areas with existing slopes greater than 15%.

The accompanying graphic shows the area of fill anticipated for the property, along with conceptual limits of grading based on a conceptual grading analysis (see ***Exhibit II.E: Conceptual Grading***).


INA ROAD (PUBLIC)
SILVERBELL ROAD (PUBLIC)
BLDG 1
BLDG 2
BLDG 3
BLDG 4
BLDG 5
BLDG 6
BLDG 7
BLDG 8
BLDG 9
APN 214-050-170
APN 214-050-160
APN 214-050-150
APN 214-050-140
APN 214-050-130
APN 214-050-120
APN 214-050-110
APN 214-050-100
APN 214-04-1170
0
100'
200'
SCALE: 1"=100'
LEGEND
BOUNDARY
PROPOSED GRADING LIMITS
17%± UNDISTURBED AREA
AREA OF FILL 2' OR MORE
SUBJECT PROPERTY

F. Proposed Hydrology

The subject property comprises the southern portion of the larger overall project site. As such, improvements to the subject property are examined in the context of the larger development. Engineering and Environmental Consultants (EEC) prepared this hydrology analysis to determine the post-development drainage characteristics for the overall 13-acre development area.

1. Drainage Concept

The overall project site sits near the base of the Tucson Mountain foothills. The upstream area is dotted with low-density single-family residences, which pass a total 100-year discharge of 607 cubic feet per second (cfs) from 172 acres worth of watersheds.

The total site-generated discharge for the new development is 89.5 cfs (WS-A) (see ***Exhibit II.F: Conceptual Hydrology***). The development will include drainage improvements to manage this stormwater. Parking lots will feature grate drains that send flow underground. Two culverts will be placed to direct flow to the northeastern corner of the site where a natural channel collects the water and sends it into a concrete box culvert running under Ina Road.

Seven onsite watersheds impact the proposed development. The methodology used to determine the peak runoffs from the watersheds include Pima County's PC-Hydro V. 7.2, which was fed parameters following the Hydrology Manual for Engineering Design and Floodplain Management by Pima County. Rainfall parameters came from NOAA Atlas 14 with a 90% confidence interval for precipitation intensity. ***Table F.1*** details these flows below.

Table F.1: Onsite Proposed Watershed Design Flows (determined by EEC)

Watershed (WS)	Area (Acres)	100-Year Flow (cfs)
B	1.97	14.2
C	1.58	12.14
D	2.04	14.72
E	1.14	8.23
F	1.18	8.53
G	2.12	15.31
H	2.27	16.41

2. Conformance with Current Policies

FEMA Firm Map 04019C1655L indicates that the overall project site is located in an unshaded Zone X area or areas outside the 0.2% annual chance floodplain. Any improvements to the northern wash will require a Floodplain Use Permit. Additionally, construction will have to comply with Nation Wide Permit 39, should any portion of the site impact Waters of the U.S.

Jurisdictional U.S. Waters were observed and delineated per *Silverbell Crossroad Drainage Report* by Olsson Associates dated January 13, 2009. A Section 404 Compliance statement may be needed in accordance with the Clean Water Act.

Per Pima County, first flush retention must be provided. As per Marana Land Use Code Title 21, the project is located within a balanced basin. As a result, detention requirements are warranted in order to ensure the post-development 2-, 10-, and 100-year peak discharges are less than or equal to the pre-development discharges.

3. Disturbance

Approximately 83% of the overall site will be graded, and the other 17% will remain in a natural/ungraded condition after development, including most of the steeper slopes.

4. Erosion Protection

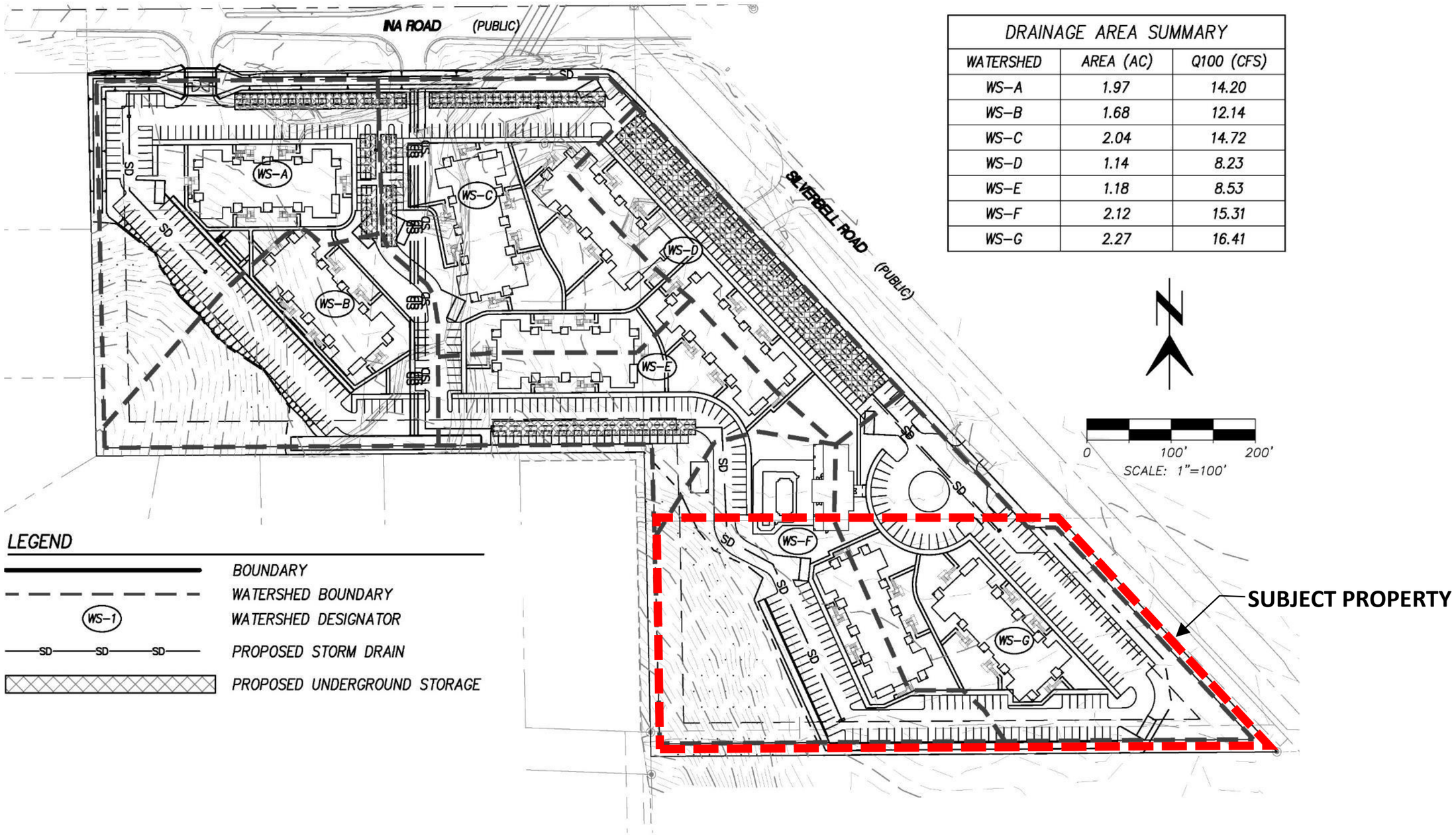
The proposed site improvements include several channels and a storm drain system that directs flow to the culvert to the north. Erosion protection is anticipated to be associated with the constructed channels and associated hydraulic structures.

5. Effect on Offsite Properties

One concern with the proposed development is that the RCBC underneath Ina road will become over capacitated. A preliminary capacity analysis of the culvert determined that the culvert has a full flow capacity to pass approximately 800 cfs (vs. the existing discharge of approximately 476 cfs from through site). Therefore, It is expected that the proposed design will conform to local standards and will not create any adverse impacts on properties upstream or downstream of the site.

6. Storage & Retention

A significant amount of the stormwater will need to be retained onsite, however land area is at a premium. Underground storage in the form of large plastic parabolic chambers will be laid underneath parking spaces. An intricate network of piping will be used to convey the flow to the storage and send any overflow out north of the site into the Ina RCBC.



DRAINAGE AREA SUMMARY		
WATERSHED	AREA (AC)	Q100 (CFS)
WS-A	1.97	14.20
WS-B	1.68	12.14
WS-C	2.04	14.72
WS-D	1.14	8.23
WS-E	1.18	8.53
WS-F	2.12	15.31
WS-G	2.27	16.41

LEGEND

- BOUNDARY
- WATERSHED BOUNDARY
- WS-1 WATERSHED DESIGNATOR
- SD SD SD PROPOSED STORM DRAIN
- PROPOSED UNDERGROUND STORAGE

Tel 520.321.4625 | Fax 520.321.0333

G. Vegetation

The Conceptual Land Use Plan utilizes the subject property's flat and sparsely vegetated central and eastern portions for much of the proposed development. Two significant saguaros were identified in the Site Resource Inventory. These cacti demonstrated low viability and will be removed from the site. Vegetation on the western slope will remain largely undisturbed; any areas disturbed will be revegetated. Protected native vegetation on the property will be inventoried at the time of development, and a native plant plan will be submitted.

As shown in ***Exhibit II.D: Conceptual Land Use Plan***, landscape buffers ranging from ten to 15 feet and consisting of native, drought-tolerant plant species and ground covers are provided along Silverbell Road and the southern and western property boundaries. The Silverbell Road bufferyard beautifies the roadway and highlights the new development. The southern landscape buffer separates the development from the future subdivision to the south. Open space preservation along the western boundary maintains a wide buffer of natural vegetation between the project and the property to the west.

H. Wildlife

The site is north of the future Silverbell Ridge Estates subdivision, which contains two important wildlife connections between the Tucson Mountains and the Santa Cruz River. The Place at Ina Crossroads supports wildlife movement through these corridors by focusing activity northward away from these important connections. Primary access from Silverbell Road is also shifted north as two existing vehicle access points are removed. Closing these access points increases the distance from the northern wash crossing by approximately 500 feet, minimizing potential conflicts with wildlife.

I. Viewsheds

The two buildings on the property are situated to ensure compatibility with neighboring viewsheds. They are set back approximately 200 feet and 60 feet from the western and southern boundaries, respectively. The extensive setbacks create more space between adjacent properties and the proposed three-story buildings, protecting neighboring views and providing ample space for native vegetation and landscaping to protect privacy.

J. Traffic

Primary access will be taken from Silverbell Road at the existing curb cut located approximately 580 feet south of the intersection. An existing curb cut at the northwest corner of the overall project will provide egress onto Ina Road approximately 600 feet west of the intersection. This location will be an exit only, allowing future residents quick access to Ina Road. The remaining two established curb cuts built to serve the previously planned shopping center are no longer necessary and will be removed. With access to the subject property provided by the primary access from Silverbell Road, the established curb cut accessing the subject property will also be

removed. Additionally, the Martingale Lane alignment on the property will be abandoned, removing the potential for traffic from Silverbell to access the neighborhood to the west. No other roadway improvements or modifications are anticipated as a result of this project.

By utilizing existing roadway infrastructure with a less traffic-intensive use The Place at Ina Crossroads creates a better traffic condition than the previously planned shopping center. Internal circulation will be provided by two-way parking lot access lanes surrounding the overall project and connecting to the primary access on Silverbell Road and the egress point on Ina Road. This configuration simplifies traffic movement at Ina and Silverbell by limiting ingress/egress to one access point several hundred feet south of the intersection. Traffic conditions are also improved with the removal of the three existing curb cuts. Removing these curb cuts eliminates potential points of conflict and improves traffic flow through the intersection. A traffic Impact Analysis prepared by CivTech anticipates the overall project will generate 1,534 Average Daily Trips (ADT). The majority (76%) of these trips are expected to be distributed on eastbound Ina Road east of the Silverbell intersection (see ***Ina Crossroads Traffic Impact Analysis*** submitted under separate cover).

K. Proposed Public Utilities

Proposed utility services to The Place at Ina Crossroads site are shown in ***Exhibit II.K.1: Proposed Utilities***. Additional details are listed below.

1. Water

Water will be provided by Tucson Water which has a 100-year assured water supply. Tucson Water has issued a water availably letter for this parcel stating that they will provide water service to this project; a copy of this letter is included with this report (see ***Exhibit II.K.2: Water Will Serve Letter***). It is anticipated that a "looped" system will be provided through the site connecting to the 12-inch main in Ina Road via an existing 8-inch stub on the north side of the site and completing the loop by connecting to an existing 8-inch stub in Silverbell Road adjacent to the property.

2. Sewer

The project will connect to the Pima County Regional Wastewater Reclamation Department system. Per a Sewer Capacity Allocation Request filed with PCRWRD, the downstream system has the capacity to serve the development at the time of request (see ***Exhibit II.K.3: Sewer Capacity Letter***). The existing sewer has a depth of approximately ten feet, which is adequate to allow gravity service to this project. About 65 linear feet of 8-inch gravity sewer through the northern nine acres of the site will be required to serve the southern four acres.

3. Natural Gas

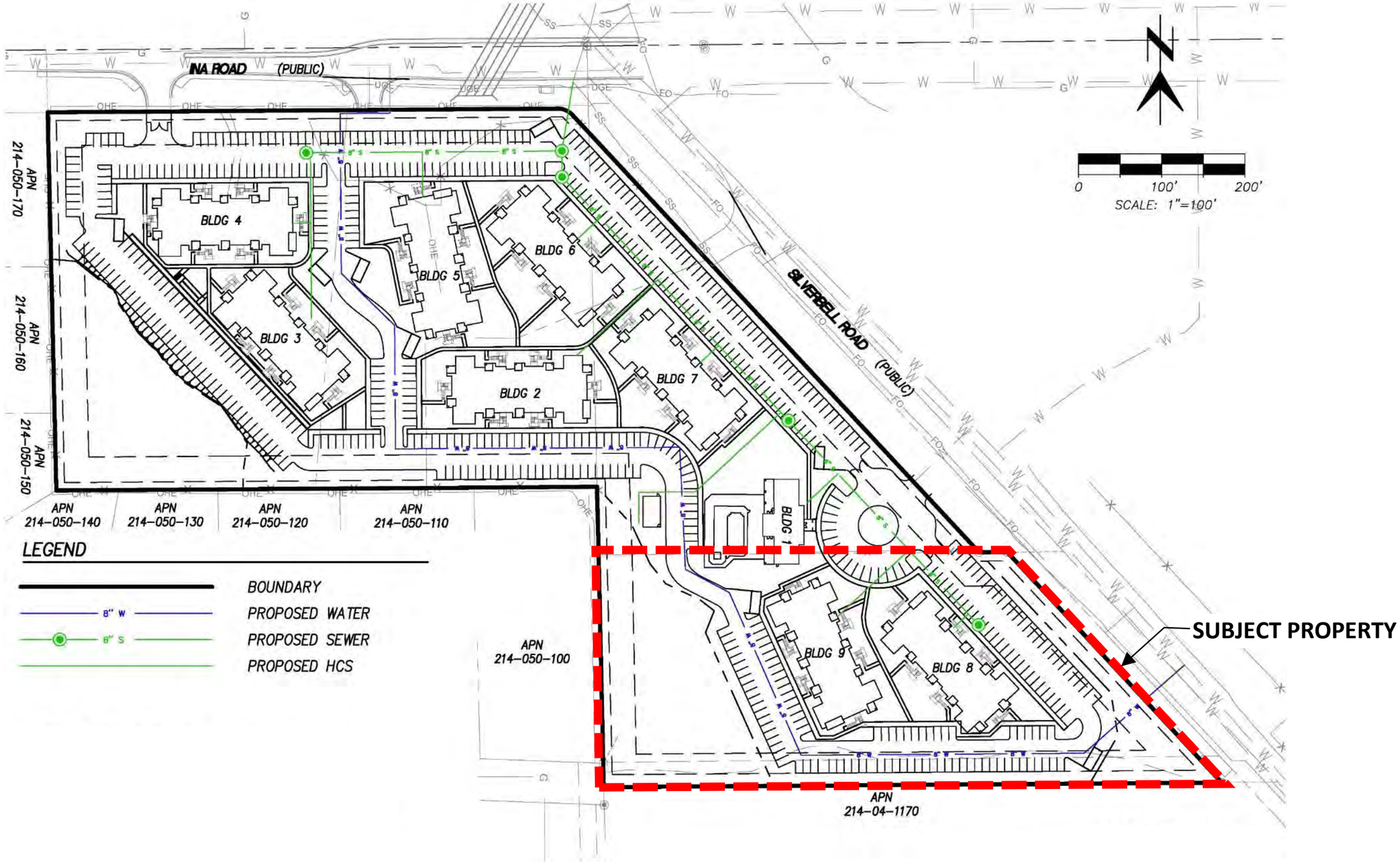
The development is within the service area of Southwest Gas Corporation. Southwest Gas has 6-, 8-, and 12-inch lines within Ina Road but no service in Silverbell Road. The lines within Ina Road appear to be located near the median in the northern part of the Right of Way. Any future connections to these natural gas facilities will be determined through the development plan process.

4. Electricity

The development is within the N2 district of Tucson Electric Power's Distribution Services Responsibility Area Map. An existing overhead power line is available along the south side of Ina Road and near the western property line as well as along the southern property line. There are no power facilities located in Silverbell Road. This information was provided to us by TEP in their service maps (13-12-02-01 & 02).

5. Communication

Comcast Communications is available along the north side of the property in the Ina Road Right of Way.


INA ROAD (PUBLIC)
SILVERBELL ROAD (PUBLIC)
BLDG 1
BLDG 2
BLDG 3
BLDG 4
BLDG 5
BLDG 6
BLDG 7
BLDG 8
BLDG 9
APN 214-050-170
APN 214-050-160
APN 214-050-150
APN 214-050-140
APN 214-050-130
APN 214-050-120
APN 214-050-110
APN 214-050-100
APN 214-04-1170
0
100'
200'
SCALE: 1"=100'
LEGEND
BOUNDARY
8" W
PROPOSED WATER
8" S
PROPOSED SEWER
PROPOSED HCS
SUBJECT PROPERTY

February 10, 2023

acall
2 E. Congress Street Suite 600
Suite 600
Tucson, AZ 85701
Attn: Adam Call

SUBJECT: **Water Availability for Project: The Place at Ina Crossroads Rezoning, APN: 214040450, Case#: TW-WAV-0223-00080, 13S12E02, Location Code: MARANA, Total Area: 4.08ac**

Water Supply

Tucson Water will provide water service to this project based on the subject zoning of the above parcel. Tucson Water has an assured water supply (AWS) designated from the State of Arizona Department of Water Resources (ADWR). An AWS designation means Tucson water has met the criteria established by ADWR for demonstration of a 100-year water supply - it does not mean that water service is currently available to the subject project.

Water Service

The approval of water meter applications is subject to the current availability of water service at the time an application is received. The developer shall be required to submit a water master plan identifying, but not limited to: 1) Water Use; 2) Fire Flow Requirements; 3) Offsite/Onsite Water Facilities; 4) Loops and Proposed Connection Points to Existing Water System; and 5) Easement/Common Areas.

Any specific area plan fees, protected main/facility fees and/or other needed facilities' cost, are to be paid by the developer. *If the existing water system is not capable of meeting the requirements of the proposed development, the developer shall be financially responsible for modifying or enhancing the existing water system to meet those needs.* ***This letter shall be null and void two years from the date of issuance.***

Issuance of this letter is not to be construed as agency approval of a water plan or as containing construction review comments relative to conflicts with existing water lines and the proposed development.

If you have any questions, please call New Development at (520) 791-4718.

Sincerely,

Michael Mourreale

Michael Mourreale, P.E.
Engineering Manager
Tucson Water Department

P.O.BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4718 • www.tucsonaz.gov/water

PIMA COUNTY
WASTEWATER RECLAMATION
201 NORTH STONE AVENUE
TUCSON, ARIZONA 85701-1207

JACKSON JENKINS
DIRECTOR

PH: (520) 724-6500
FAX: (520) 724-9635

February 7, 2023

Adam Call
The Planning Center
2 E Congress St., Suite 600
Tucson, AZ 85701

Sewerage Capacity Investigation No. P23WC00036 Type I

RE: **The Place at Ina Crossroads Rezoning, Parcel 214040450**
Estimated Flow 12,960 gpd (ADWF)

Greetings:

The above referenced project is tributary to the Agua Nueva Water Reclamation Facility via the Continental Ranch Interceptor.

Capacity is currently available for a project this size in the public sewer G-2004-170, downstream from manhole 3271-08.

This letter is not a reservation or commitment of treatment or conveyance capacity for this project. It is not an approval of point and method of connection. It is an analysis of the system as of this date. Allocation of capacity is made by the Type III Capacity Response.

If further information is needed, please feel free to contact us at (520) 724-6488.

Reviewed by: Mirela Hromatka, Planner Sr.

L. Public Service Impacts

1. Police

The Marana Police Department will serve the site. The nearest Marana Police Department facilities are at the Marana Police Department Ina Road Substation (5100 W Ina Road), approximately one mile east of the proposed development.

2. Fire

The site is within the Northwest Fire District boundary and is approximately two miles southeast of Northwest Fire District Station #34, 8165 North Wade Road. The Northwest Fire District serves all of the adjacent properties.

3. Refuse

Solid waste receptacles will be located onsite in appropriate locations to allow collection from a private waste collection service such as Waste Management or Republic Services.

4. Schools

The subject property is located within the Marana Unified School District (MUSD), which uses the following metrics for estimating student enrollment projections:

- Elementary School: 0.25 students per home
- Junior High and High School: 0.10 students per home

Using these enrollment projections, the 60 units developed on the subject property are expected to generate 21 students (15 elementary students and six junior high/high school students). Several public and charter schools are located within the vicinity of the subject property, offering a range of educational options for future residents.

5. Parks

Crossroads at Silverbell District Park is the nearest public park to the project site, offering ball fields, sports courts, ramadas, grills, playground areas, a splash pad, and access to the Loop. The amenities available at the park provide numerous recreation options to residents of The Place at Ina Crossroads, in addition to the planned amenities within the proposed development.

M. Recreation & Trails

Recreation amenities will be provided in the overall development of The Place at Ina Crossroads. The primary amenity will be a centrally located pool and clubhouse just north of the subject property. The undeveloped area along the subject property's western slope will remain as open space under the same ownership as the overall development. Pedestrian circulation throughout the overall development will connect to onsite amenity areas and the larger pedestrian and trail network offsite, including the planned Silverbell Road Path. Direct connection to Ina Road's existing sidewalks and bike lanes provides safe and convenient access from the project to the Santa Cruz River Park, approximately half a mile to the east, giving residents access to over 137 miles of car-free paved shared-use paths via The Loop trail network.

N. Cultural, Archaeological & Historic Resources

Information regarding cultural, archaeological and historical resources can be found in the document entitled "*Class I Literature Review for Silverbell Crossroads Development in Marana, Pima County, Arizona*" prepared by PaleoWest, LLC which is submitted under a separate cover.

III. APPENDICES



A. AZGFD Heritage Data Management System Environmental 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:
The Place at Ina & Silverbell

Project Description:
Multi-Family Development

Project Type:
Development Within Municipalities (Urban Growth), Residential subdivision and associated infrastructure, New construction

Contact Person:
Garrett Aldrete

Organization:
The Planning Center

On Behalf Of:
CONSULTING

Project ID:
HGIS-17857

Please review the entire report for project type and/or species recommendations for the location information entered. Please retain a copy for future reference.

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.

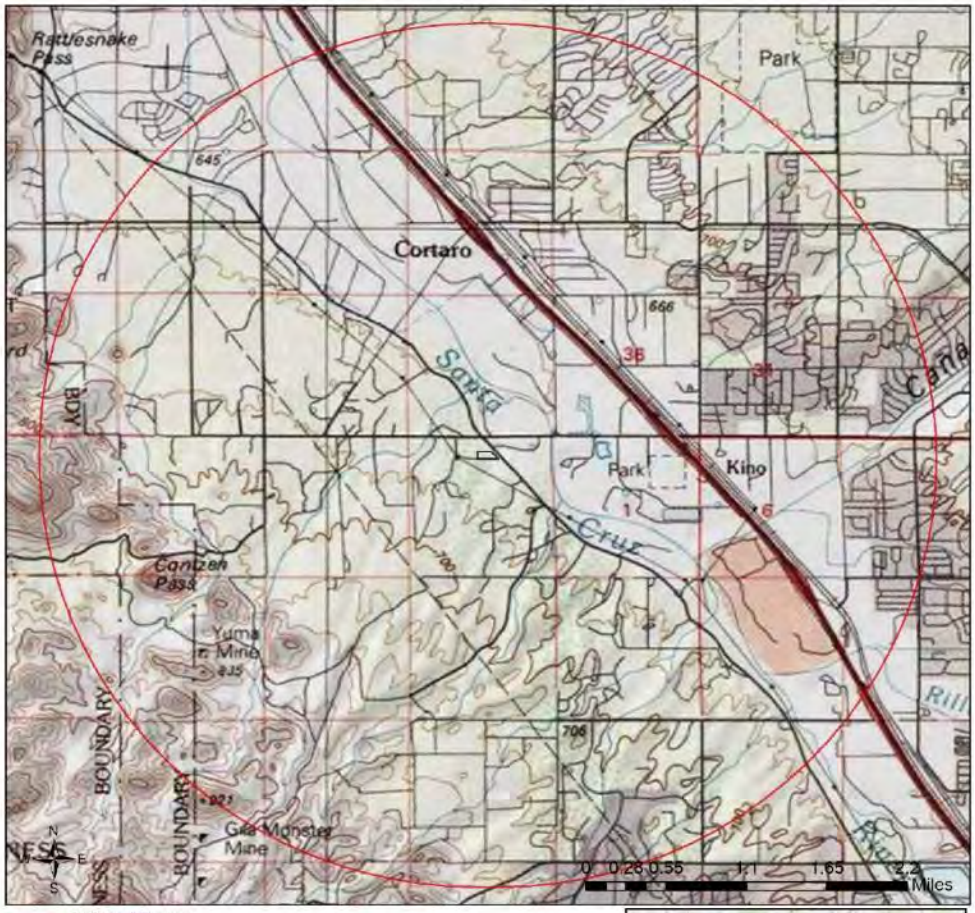
Locations Accuracy Disclaimer:
Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Report is solely responsible for the project location and thus the correctness of the Project Review Report content.

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

The Place at Ina & Silverbell

USA Topo Basemap With Locator Map



Buffered Project Boundary

Project Boundary

Project Size (acres): 4.08

Lat/Long (DD): 32.3355 / -111.0876

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T13S, R12E

USGS Quad(s): JAYNES

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community



The Place at Ina & Silverbell

Web Map As Submitted By User



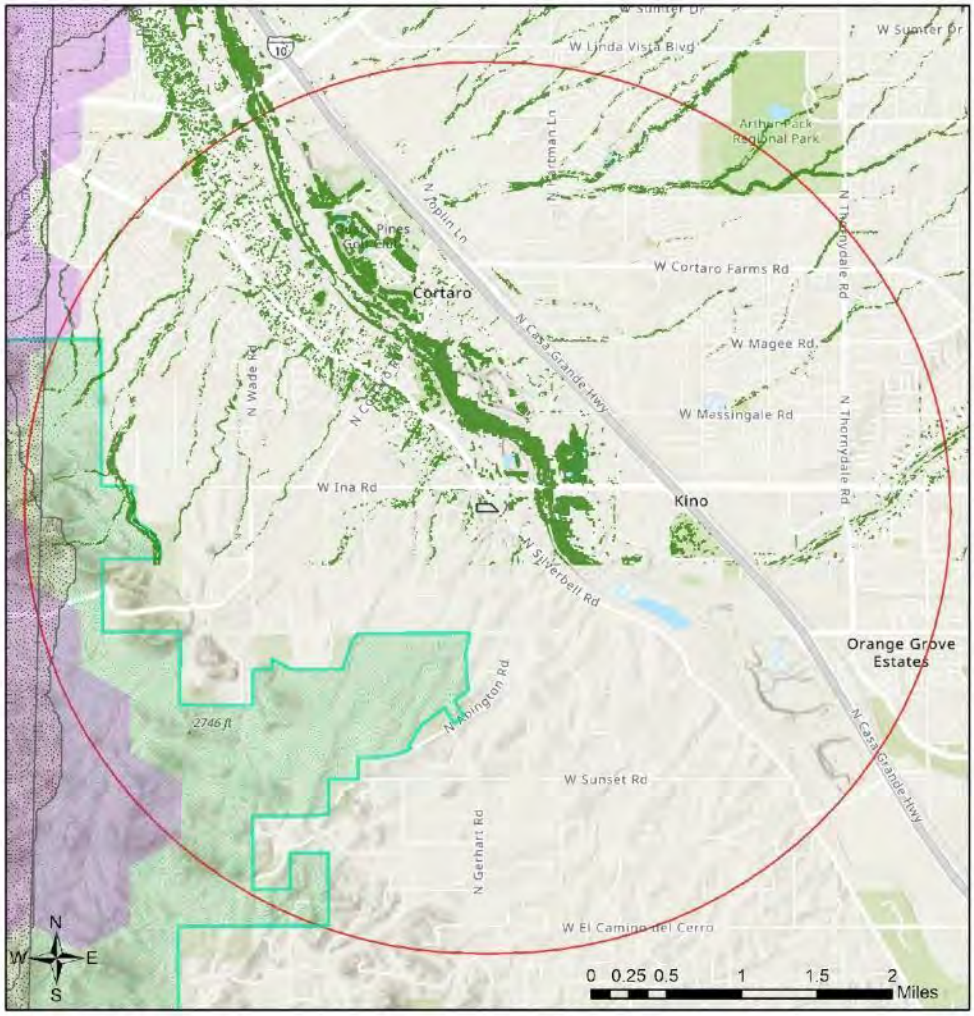
Buffered Project Boundary
Project Boundary

Project Size (acres): 4.08
Lat/Long (DD): 32.3355 / -111.0876
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T13S, R12E
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Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

The Place at Ina & Silverbell

Important Areas



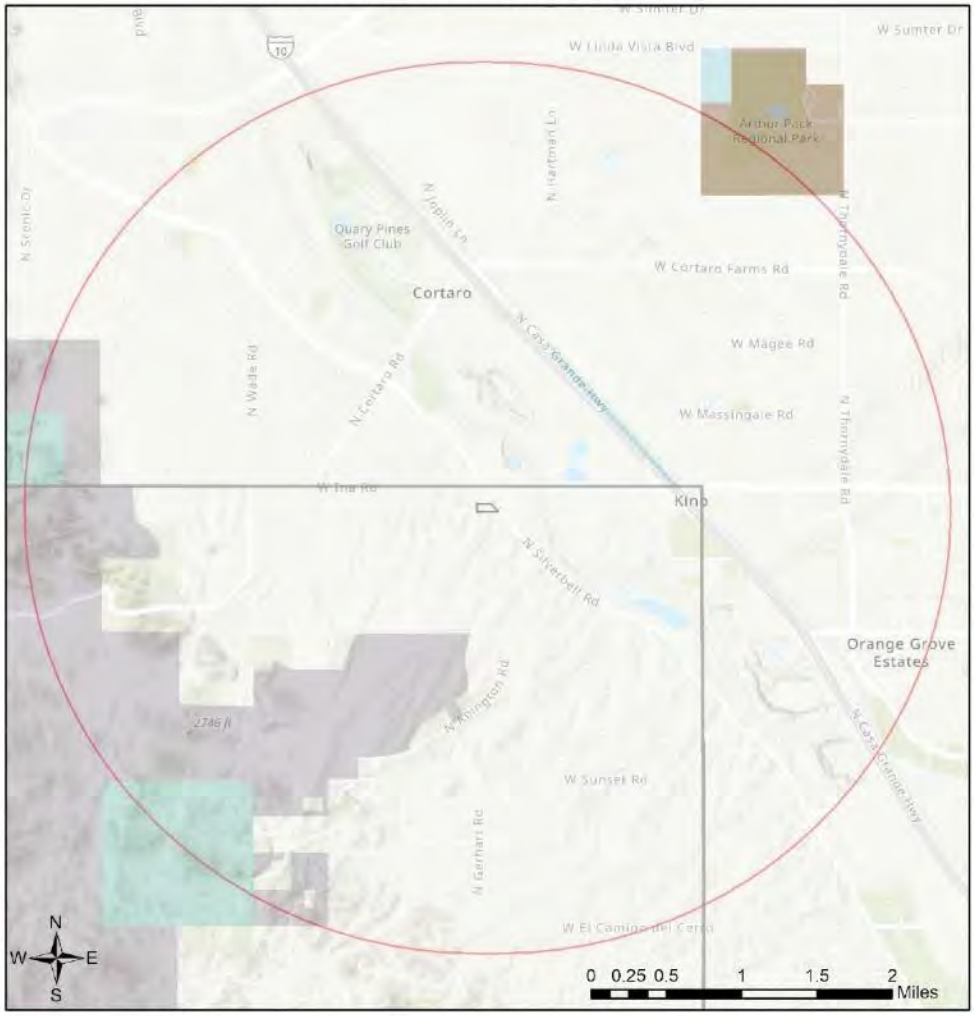
- Buffered Project Boundary
- Project Boundary
- Important Bird Areas
- Critical Habitat
- Pinal County Riparian
- Important Connectivity Zones
- Wildlife Connectivity

Project Size (acres): 4.08
Lat/Long (DD): 32.3355 / -111.0876
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T13S, R12E
USGS Quad(s): JAYNES

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NOAA, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

The Place at Ina & Silverbell

Township/Ranges and Land Ownership



- Buffered Project Boundary
- Project Boundary
- 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
- Township/Ranges

Project Size (acres): 4.08
Lat/Long (DD): 32.3355 / -111.0876
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T13S, R12E
USGS Quad(s): JAYNES

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NOAA, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Special Status Species Documented within 3 Miles of Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Bat Colony						
Crotalus willardi willardi	Arizona Ridge-nosed Rattlesnake		S			1A
Dendrocygna bicolor	Fulvous Whistling-Duck	SC				
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	PT	S	S		1B
Gopherus morafkai	Sonoran Desert Tortoise	CCA	S	S		1A
Heloderma suspectum	Gila Monster					1A
Kinosternon sonoriense sonoriense	Desert Mud Turtle			S		1B
Leptonycteris yerbabuenae	Lesser Long-nosed Bat	SC				1A
Macrotus californicus	California Leaf-nosed Bat	SC		S		1B
Myotis velifer	Cave Myotis	SC		S		1B
Opuntia versicolor	Stag-horn Cholla				SR	
Poeciliopsis occidentalis occidentalis	Gila Topminnow	LE				1A
Tadarida brasiliensis	Brazilian Free-tailed Bat					1B
Terrapene ornata luteola	Desert Box Turtle			S		1A

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
Riparian Area	Riparian Area					
Saguaro National Park (West) to Santa Cruz River	Pima County Wildlife Movement Area - Landscape					
Santa Cruz River	Pima County Wildlife Movement Area - Riparian/Wash					

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
Anthus spragueii	Sprague's Pipit	SC				1A
Antrostomus ridgwayi	Buff-collared Nightjar		S			1B
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		1B
Botaurus lentiginosus	American Bittern					1B
Calypte costae	Costa's Hummingbird					1C
Chilomeniscus stramineus	Variable Sandsnake					1B

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
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
Cynanthus latirostris	Broad-billed Hummingbird		S			1B
Cyprinodon macularius	Desert Pupfish	LE				1A
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
Falco peregrinus anatum	American Peregrine Falcon	SC	S	S		1A
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	PT	S	S		1B
Gopherus morafkai	Sonoran Desert Tortoise	CCA	S	S		1A
Haliaeetus leucocephalus	Bald Eagle	SC, BGA	S	S		1A
Heloderma suspectum	Gila Monster					1A
Incilius alvarius	Sonoran Desert Toad					1B
Kinosternon sonoriense sonoriense	Desert Mud Turtle			S		1B
Lasiurus blossevillii	Western Red Bat		S			1B
Lasiurus xanthinus	Western Yellow Bat		S			1B
Leopardus pardalis	Ocelot	LE				1A
Leptonycteris yerbabuenae	Lesser Long-nosed Bat	SC				1A
Lepus alleni	Antelope Jackrabbit					1B
Macrotus californicus	California Leaf-nosed Bat	SC		S		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 occultus	Arizona Myotis	SC		S		1B
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
Peucaea carpalis	Rufous-winged Sparrow					1B

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
Phrynosoma solare	Regal Horned Lizard					1B
Phyllorhynchus browni	Saddled Leaf-nosed Snake					1B
Poeciliopsis occidentalis occidentalis	Gila Topminnow	LE				1A
Progne subis hesperia	Desert Purple Martin			S		1B
Setophaga petechia	Yellow Warbler					1B
Sphyrapicus nuchalis	Red-naped Sapsucker					1C
Spizella breweri	Brewer's Sparrow					1C
Tadarida brasiliensis	Brazilian Free-tailed Bat					1B
Toxostoma lecontei	LeConte's Thrasher			S		1B
Troglodytes pacificus	Pacific Wren					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					

Project Type: Development Within Municipalities (Urban Growth), Residential subdivision and associated infrastructure, New construction

Project Type Recommendations:
Fence recommendations will be dependent upon the goals of the fence project and the wildlife species expected to be impacted by the project. General guidelines for ensuring wildlife-friendly fences include: barbless wire on the top and bottom with the maximum fence height 42", minimum height for bottom 16". Modifications to this design may be considered for fencing anticipated to be routinely encountered by elk, bighorn sheep or pronghorn (e.g., Pronghorn fencing would require 18" minimum height on the bottom). Please refer to the Department's Fencing Guidelines located on Wildlife Friendly Guidelines page, which is part of the Wildlife Planning button at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

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.

The construction or maintenance of water developments should include: incorporation of aspects of the natural environment and the visual resources, maintaining the water for a variety of species, water surface area (e.g., bats require a greater area due to in-flight drinking), accessibility, year-round availability, minimizing potential for water quality problems, frequency of flushing, shading of natural features, regular clean-up of debris, escape ramps, minimizing obstacles, and minimizing accumulation of silt and mud.

Minimization and mitigation of impacts to wildlife and fish species due to changes in water quality, quantity, chemistry, temperature, and alteration to flow regimes (timing, magnitude, duration, and frequency of floods) should be evaluated. Minimize impacts to springs, in-stream flow, and consider irrigation improvements to decrease water use. If dredging is a project component, consider timing of the project in order to minimize impacts to spawning fish and other aquatic species (include spawning seasons), and to reduce spread of exotic invasive species. We recommend early direct coordination with Project Evaluation Program for projects that could impact water resources, wetlands, streams, springs, and/or riparian habitats.

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 (https://azstateparks.com/).

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 herpetofauna (snakes, lizards, tortoise) from entering ditches.

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 Wildlife 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 Arizona Department of Environmental Quality may be required (http://www.azdeq.gov/).

Based on the project type entered, coordination with Arizona Department of Water Resources may be required (https://new.azwater.gov/).

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.

Vegetation restoration projects (including treatments of invasive or exotic species) should have a completed site-evaluation plan (identifying environmental conditions necessary to re-establish native vegetation), a revegetation plan (species, density, method of establishment), a short and long-term monitoring plan, including adaptive management guidelines to address needs for replacement vegetation.

The Department requests further coordination to provide project/species specific recommendations, please contact Project Evaluation Program directly at PEP@azgfd.gov.

Project Location and/or Species Recommendations:
HDMS records indicate that one or more native plants listed on the **Arizona Native Plant Law and Antiquities Act** have been documented within the vicinity of your project area. Please contact:
Arizona Department of Agriculture
1688 W Adams St.
Phoenix, AZ 85007
Phone: 602.542.4373
https://agriculture.az.gov/sites/default/files/Native%20Plant%20Rules%20-%20AZ%20Dept%20of%20Ag.pdf starts on page **44**

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.

HDMS records indicate that one or more **Listed, Proposed, or Candidate** species or **Critical Habitat** (Designated or Proposed) have been documented in the vicinity of your project. The Endangered Species Act (ESA) gives the US Fish and Wildlife Service (USFWS) regulatory authority over all federally listed species. Please contact USFWS Ecological Services Offices at https://www.fws.gov/office/arizona-ecological-services or:

Phoenix Main Office
9828 North 31st Avenue #C3
Phoenix, AZ 85051-2517
Phone: 602-242-0210
Fax: 602-242-2513

Tucson Sub-Office
201 N. Bonita Suite 141
Tucson, AZ 85745
Phone: 520-670-6144
Fax: 520-670-6155

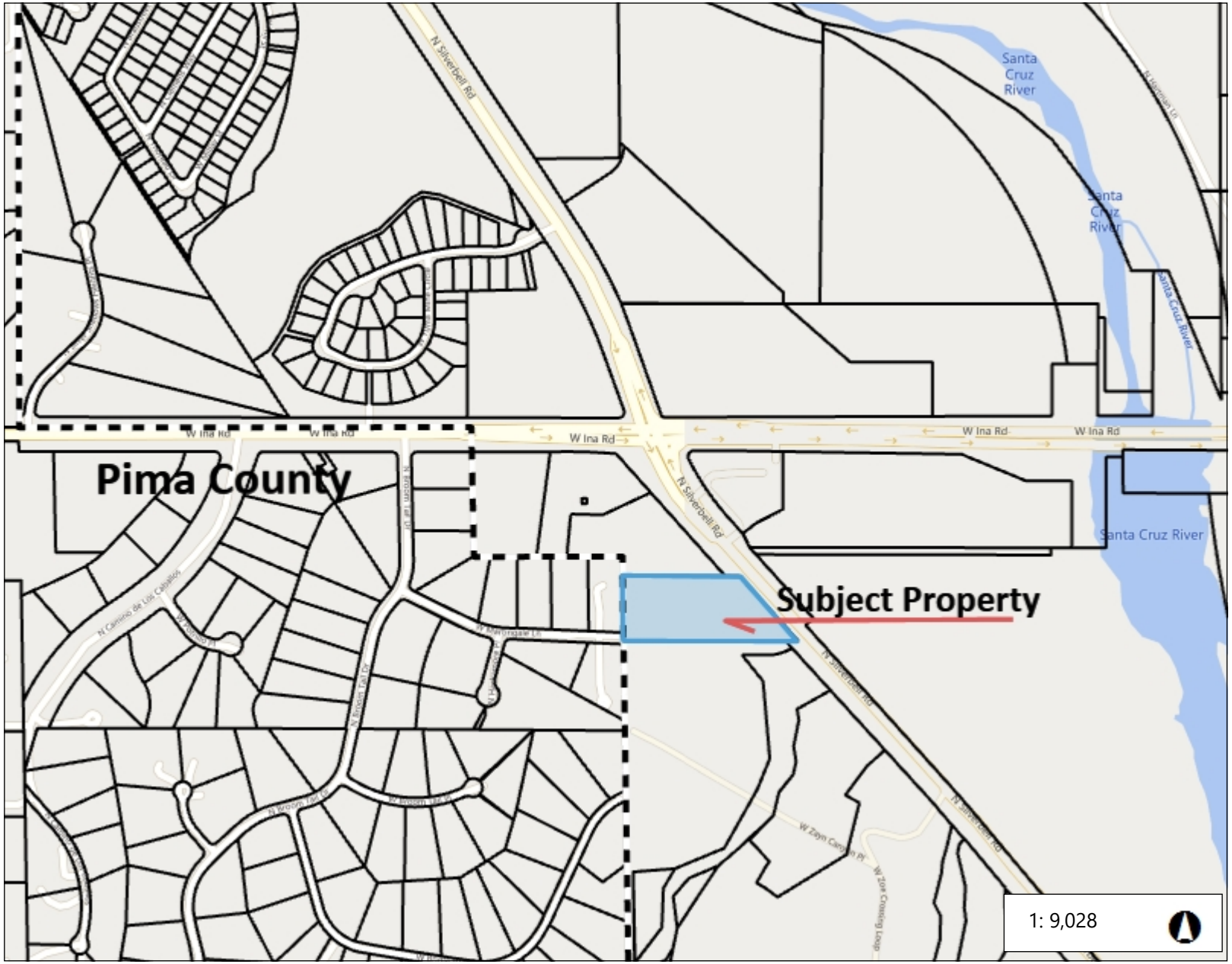
Flagstaff Sub-Office
SW Forest Science Complex
2500 S. Pine Knoll Dr.
Flagstaff, AZ 86001
Phone: 928-556-2157
Fax: 928-556-2121

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 **Sonoran Desert Tortoise** have been documented within the vicinity of your project area. Please review the Tortoise Handling Guidelines found at: https://www.azgfd.com/wildlife/nongamemanagement/tortoise/

Town of Marana Planning

Location Map





Legend

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

Notes

PCZ2304-001 The Place at Ina Crossroads Rezoning

0.3 0 0.14 0.3 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: The Place at Ina Crossroads	
Description of Project: Multifamily development	Number of Lots: n/a
Parcel No.(s): 214-04-0450	Gross Area (Acres): 4.13
Project Address: 7065 N SILVERBELL RD	
Ref. Project No.: MCC-02	

CONTACT INFORMATION

Owner: 7065 N Silverbell Road LLC	Contact Name: Dan Marries		
Address: 4827 W. Willow Wind Place	City: Tucson	State: AZ	Zip: 85741
Email: dan.marries@kold.com	Phone No.:		
Applicant: The Planning Center	Contact Name: Adam Call		
Address: 2 E. Congress Street, Suite 600	City: Tucson	State: AZ	Zip: 85701
Email: acall@azplanningcenter.com	Phone No.: (520) 623-6146		
Consultant/Engineer: EEC	Contact Name: Ryan Stucki		
Address: 555 E. River Road #301	City: Tucson	State: AZ	Zip: 85704
Email: jkrauss@mccompanies.com	Phone No.: (520) 321-4625		

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.)

Adam Call	Adam Call Digitally signed by Adam Call Date: 2023.09.06 09:44:50 -07'00'	6/29/2023
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **A3**

Meeting Date: 09/19/2023

To: Mayor and Council

From: Steven Cheslak, Principal Planner

Date: September 19, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2023.031: Relating to Land Development; revising Marana Town Code Title 17 (Land Development), chapter 17-4 (Zoning), section 17-4-3 (Use conditions matrix) to clarify that for home occupations, the use of amenities customarily incidental to a residential use is permitted subject to conditions; and designating an effective date (Steven Cheslak)

Discussion:

REQUEST

Staff is requesting Town Council approval of an amendment that would revise Marana Town Code (MTC) Title 17 (Land Development), Chapter 17-4 (Zoning), Section 17-4-3 (Use conditions matrix) Table 3 - Conditions per use, to clarify that for home occupations, the use of amenities customarily incidental to a residential use, such as a swimming pool, playground equipment, and other similar amenities, is permitted subject to conditions.

The proposed amendment is similar in nature to the previously adopted revisions, updating and improving the Code as necessary. Based on recent home occupation business license activity and inquiries, it has been determined that a clarification is needed in regards to the use of a property for a home occupation, specifically the backyard outdoor area. The intent of this amendment is to allow use of amenities customarily incidental to a residential use, such as a swimming pool, playground equipment, and other similar amenities, subject to conditions, in the operation of a home-based business. Examples of the type of businesses that may take advantage of this amendment include: private lessons for swimming, yoga, gardening and

sports coaching.

Marana Town Code Title 17 (Land Development), Chapter 17-4 (Zoning), Section 17-4-3 (Use conditions matrix) Table 3 - Conditions per use, Residential - Home Occupation conditions are proposed to be amended as follows:

1. A modification that clarifies an existing condition:
   ~~Does not include~~ *Additional conditions may apply for* specific uses regulated by other provisions of this title.

2. The addition of the condition:
   May include customary use of amenities customarily incidental to a residential use, such as a swimming pool, playground equipment, and other similar amenities, in the backyard only, and only during the hours of 8:00 AM to 5:00 PM.

Shown in it's entirety, Marana Town Code Title 17 (Land Development), Chapter 17-4 (Zoning), Section 17-4-3 (Use conditions matrix) Table 3 - Conditions per use, regarding Residential - Home Occupation, will be amended as follows (with additions shown with double underlining and deletionsions shown with strikeouts):

USE	ZONE(S)	CONDITION(S)
Residential		
Home occupation	AG RA ER NR GR MR RR NC VC	Must be conducted by a full time occupant of the dwelling Shall not exceed 25% of the gross floor area of a dwelling Shall not employ more than one nonresident of the premises Exterior public display of stock-in-trade, external evidence of the home occupation, and outdoor storage of equipment or material associated with the home occupation are prohibited All parking shall be on site and shall not include commercial parking features such as wheel stops, parking lanes or striping Shall maintain the required residential off-street parking Shall not create more parking demand or vehicular or pedestrian traffic than a typical residential use No more than one vehicle shall be used in conjunction with the home occupation Shall not cause any sustained, unpleasant, or unusual noises or vibrations; noxious fumes or odors; or other nuisances in the immediate neighborhood Shall serve no more than five clients per day Shall serve no more than two clients at a time Any new structure or proposed changes to an existing structure used in conjunction with the home occupation must be consistent with the residential character of the dwelling Prohibited home occupations include auto repair and service; veterinarian service, kennels, and pet grooming; commercial food preparation; mortuary or embalming service; tattoo parlor; welding service; and any commercial use not customarily incidental to a residential use ~~Does not include~~ Additional conditions may apply for specific uses regulated by other provisions of this title May include customary use of amenities customarily incidental to a residential use, such as a swimming pool, playground equipment, and other similar amenities, in the backyard only, and only during the hours of 8:00 AM to 5:00 PM

If approved, the ordinance shall become effective on the 31st day after adoption.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2023.031 revising Marana Town Code (MTC) Title 17 (Land Development), chapter 17-4 (Zoning), section 17-4-3 (Use conditions matrix) Table 3 - Conditions per use; and designating an effective date.

Planning Commission Recommendation:

The Planning Commission heard the request for the proposed revisions on August 30, 2023. By a vote of 6-0, the Planning Commission voted to recommend approval of the proposed Town Code revisions to the Town Council.

Suggested Motion:

I move to adopt Ordinance 2023.031, revising Marana Town Code section 17-4-3 (Use conditions matrix) to clarify that for home occupations, the use of amenities customarily incidental to a residential use is permitted subject to conditions; and designating an effective date

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Attachments

Ordinance No. 2023.031

MARANA ORDINANCE NO. 2023.031

RELATING TO LAND DEVELOPMENT; REVISING MARANA TOWN CODE TITLE 17 (LAND DEVELOPMENT), CHAPTER 17-4 (ZONING), SECTION 17-4-3 (USE CONDITIONS MATRIX) TO CLARIFY THAT FOR HOME OCCUPATIONS, THE USE OF AMENITIES CUSTOMARILY INCIDENTAL TO A RESIDENTIAL USE IS PERMITTED SUBJECT TO CONDITIONS; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS A.R.S. §9-462.01 provides that the governing body of a municipality may adopt zoning regulations in order to conserve and promote the public health, safety and general welfare; and

WHEREAS the Mayor and Council of the Town of Marana have adopted Marana Town Code Title 17 (Land Development) to promote the health, safety, order, and general welfare of the present and future inhabitants of the Town; and

WHEREAS the Mayor and Council of the Town of Marana find that revising Marana Town Code Chapter 17-4 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 17-4 (Zoning), Section 17-4-3 (Use conditions matrix) is hereby amended as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

17-4-3 Use conditions matrix

The following table lists the conditions that apply to uses marked with a "U" in Table 2 (Use matrix). Where a zoning group is listed in the "zone(s)" column, the conditions apply to all zoning districts in that zoning group.

Table 3. Conditions per use (only amendments to Table 3 are shown; the remainder of Table 3 is unchanged)

USE	ZONE(S)	CONDITION(S)
Residential		
Home occupation	AG RA ER NR GR MR RR NC VC	Must be conducted by a full time occupant of the dwelling Shall not exceed 25% of the gross floor area of a dwelling Shall not employ more than one nonresident of the premises Exterior public display of stock-in-trade, external evidence of the home occupation, and outdoor storage of equipment or material associated with the home occupation are prohibited All parking shall be on site and shall not include commercial parking features such as wheel stops, parking lanes or striping Shall maintain the required residential off-street parking Shall not create more parking demand or vehicular or pedestrian traffic than a typical residential use No more than one vehicle shall be used in conjunction with the home occupation Shall not cause any sustained, unpleasant, or unusual noises or vibrations; noxious fumes or odors; or other nuisances in the immediate neighborhood Shall serve no more than five clients per day Shall serve no more than two clients at a time Any new structure or proposed changes to an existing structure used in conjunction with the home occupation must be consistent with the residential character of the dwelling Prohibited home occupations include auto repair and service; veterinarian service, kennels, and pet grooming; commercial food preparation; mortuary or embalming service; tattoo parlor; welding service; and any commercial use not customarily incidental to a residential use ~~Does not include~~ Additional conditions may apply for specific uses regulated by other provisions of this title May include customary use of amenities customarily incidental to a residential use, such as a swimming pool, playground equipment, and other similar amenities, in the backyard only, and only during the hours of 8:00 AM to 5:00 PM

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 the 31st day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 19th day of September 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **A4**

Meeting Date: 09/19/2023

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: September 19, 2023

Strategic Plan Focus Area:
Vibrant Community, Proactive Public Services

Subject: PUBLIC HEARING: Ordinance No. 2023.032: Relating to Land Development; adopting revisions to Marana Town Code (MTC) Title 17 "Land Development"; revising MTC Section 17-1-6 (Definitions), to revise definitions for "Single-family dwelling" and "Transitional housing"; revising MTC Section 17-4-2 (Use matrix) to revise the permissiveness of transitional housing uses in several zoning districts from allowed upon approval of a conditional use permit to allowed upon meeting specified conditions; revising MTC Section 17-4-3 (Use conditions matrix) to add conditions per use for transitional housing in the allowed zoning districts; revising MTC Chapter 17-6 "General and Miscellaneous Development Regulations" to add new section 17-6-12 (Transitional housing) establishing development regulations for transitional housing and a reasonable accommodation waiver process; providing that the revisions adopted by this ordinance shall apply to all specific plans in the Town that have more restrictive zoning requirements for transitional housing; and designating an effective date (Jane Fairall)

Resolution No. 2023-098: Relating to Land Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2023.032, revisions to Marana Town Code (MTC) Title 17 "Land Development"; revising MTC Section 17-1-6 (Definitions), to revise definitions for "Single-family dwelling" and "Transitional housing"; revising MTC Section 17-4-2 (Use matrix) to revise the permissiveness of transitional housing uses in several zoning districts from allowed upon approval of a conditional use permit to allowed upon meeting specified conditions; revising MTC Section 17-4-3 (Use conditions matrix) to add conditions per use for transitional housing in the allowed zoning districts; revising MTC Chapter

17-6 “General and Miscellaneous Development Regulations” to add new section 17-6-12 (Transitional housing) establishing development regulations for transitional housing and a reasonable accommodation waiver process (Jane Fairall)

Discussion:

The proposed ordinance will make substantial revisions to Title 17 (Land Development) of the Marana Town Code (MTC) related to transitional housing.

Definitions

The proposed ordinance will revise the definition of "transitional housing" in the Marana Town Code to more precisely describe the type of residence that is considered to be transitional housing, that being "a dwelling shared as a primary residence by adult persons with disabilities, as that term is defined under federal law for purposes of the fair housing act, who live together in an environment that may provide self-support or resident staff persons providing care, education, or activities for the residents." This definition includes, but is not limited to, sober living homes as defined under Arizona state law A.R.S. § 36-2061, and adult behavioral health therapeutic homes as defined in A.R.S. § 36-401.

Zoning

The proposed ordinance will change the zoning for transitional housing to mirror the zoning allowed for single-family detached residential uses. For most residential districts, transitional housing will now be permitted upon meeting certain specified conditions, rather than allowed upon approval of a conditional use permit (CUP). Town staff recommends making these changes to ensure compliance with federal law.

The Fair Housing Act (FHA) prohibits a broad range of practices that discriminate against individuals on the basis of race, color, religion, sex, national origin, familial status, and disability. The Act applies to municipalities and other local government entities and prohibits them from making zoning or land use decisions or implementing land use policies that exclude or otherwise discriminate against protected persons, including individuals with disabilities. Under the law, persons with disabilities are individuals with mental or physical impairments which substantially limit one or more major life activities. The term mental or physical impairment may include conditions such as blindness, hearing impairment, mobility impairment, HIV infection, mental retardation, alcoholism, drug addiction, chronic fatigue, learning disability, head injury, and mental illness. The Fair Housing Act prohibits municipalities and other local government entities from making zoning or land use decisions or implementing land use policies that exclude or otherwise discriminate against individuals with disabilities.

The Fair Housing Act makes it unlawful to:

- Utilize land use policies or actions that treat groups of persons with disabilities less favorably than groups of non-disabled persons. An example would be an ordinance prohibiting housing for persons with disabilities or a specific type of

disability, such as mental illness, from locating in a particular area, while allowing other groups of unrelated individuals to live together in that area.

- Take action against, or deny a permit, for a home because of the disability of individuals who live or would live there. An example would be denying a building permit for a home because it was intended to provide housing for persons with mental retardation.
- Refuse to make reasonable accommodations in land use and zoning policies and procedures where such accommodations may be necessary to afford persons or groups of persons with disabilities an equal opportunity to use and enjoy housing. What constitutes a reasonable accommodation is a case-by-case determination.

The Americans with Disabilities Act (ADA) provides that "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." 42 U.S.C. § 12132. Like the FHA, this provision prohibits governmental entities from discriminating against disabled persons through zoning. Also like the FHA, the ADA's protections extend to persons recovering from drug or alcohol addiction.

Development Standards

The proposed ordinance will also add new development standards for transitional housing to the Town Code, in new Section 17-6-12. These standards will help to ensure that these facilities comply with state law and reasonable development regulations. The regulations permit persons with disabilities to reside in single-family residential neighborhoods in compliance with the Fair Housing Act, while preserving the residential character of the neighborhood. The development standards include, but are not limited to, the following:

1. The number of residents at a transitional housing location, excluding staff, shall not exceed five.2. No transitional housing location shall house any person whose tenancy would constitute a direct threat to the health or safety of other individuals or result in substantial physical damage to the property of others.
3. A transitional housing location shall not be located on a lot that is within 1,200 feet, measured by a straight line in any direction, from the lot line of another transitional housing location.
4. Transitional housing locations shall have no identification from a public street by signage, graphics, display, or other visual means.
5. All administrative activities, including staffing, counseling, and other visitations, shall serve only the residents of the transitional housing. No group staff training with staff from other locations is permitted.
6. Large or multiple trash receptacles not usually found in the residential area where the transitional housing is located shall be blocked from public view.

Reasonable Accommodation Waiver

The proposed ordinance also includes a reasonable accommodation waiver process. The purpose of the reasonable accommodation waiver paragraph is to establish a procedure for persons with a disability to make a request for reasonable accommodation in the application of the Town's zoning rules, policies, practices and

procedures, pursuant to the Fair Housing Act. The FHA prohibits local governments from refusing to make reasonable accommodations when these accommodations are necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling.

A request for reasonable accommodation waiver must be made in writing to the Zoning Administrator. The Zoning Administrator will engage in the interactive process with the applicant. In order to grant the waiver, the Zoning Administrator must make the affirmative findings specified in the proposed ordinance, which are based on the requirements of the FHA and the ADA. Profitability or financial hardship of the owner/operator of a facility shall not be considered by the Zoning Administrator in determining whether to grant a reasonable accommodation waiver.

Staff Recommendation:

Staff recommends approval of the proposed ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2023.032, adopting revisions to Marana Town Code Title 17 and Resolution No. 2023-098, declaring those revisions to be a public record.

Attachments

Ordinance No. 2023.032
Resolution No. 2023-098
Exhibit A to Resolution - Code Revisions
Presentation

MARANA ORDINANCE NO. 2023.032

RELATING TO LAND DEVELOPMENT; ADOPTING REVISIONS TO MARANA TOWN CODE (MTC) TITLE 17 "LAND DEVELOPMENT"; REVISING MTC SECTION 17-1-6 (DEFINITIONS), TO REVISE DEFINITIONS FOR "SINGLE-FAMILY DWELLING" AND "TRANSITIONAL HOUSING"; REVISING MTC SECTION 17-4-2 (USE MATRIX) TO REVISE THE PERMISSIVENESS OF TRANSITIONAL HOUSING USES IN SEVERAL ZONING DISTRICTS FROM ALLOWED UPON APPROVAL OF A CONDITIONAL USE PERMIT TO ALLOWED UPON MEETING SPECIFIED CONDITIONS; REVISING MTC SECTION 17-4-3 (USE CONDITIONS MATRIX) TO ADD CONDITIONS PER USE FOR TRANSITIONAL HOUSING IN THE ALLOWED ZONING DISTRICTS; REVISING MTC CHAPTER 17-6 "GENERAL AND MISCELLANEOUS DEVELOPMENT REGULATIONS" TO ADD NEW SECTION 17-6-12 (TRANSITIONAL HOUSING) ESTABLISHING DEVELOPMENT REGULATIONS FOR TRANSITIONAL HOUSING AND A REASONABLE ACCOMMODATION WAIVER PROCESS; PROVIDING THAT THE REVISIONS ADOPTED BY THIS ORDINANCE SHALL APPLY TO ALL SPECIFIC PLANS IN THE TOWN THAT HAVE MORE RESTRICTIVE ZONING REQUIREMENTS FOR TRANSITIONAL HOUSING; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS A.R.S. §9-462.01 provides that the governing body of a municipality may adopt zoning regulations in order to conserve and promote the public health, safety and general welfare; and

WHEREAS the Mayor and Council of the Town of Marana have adopted Marana Town Code Title 17 (Land Development) to promote the health, safety, order, and general welfare of the present and future inhabitants of the Town; and

WHEREAS the Mayor and Council of the Town of Marana find that revising Marana Town Code Title 17 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. The revisions to Title 17 "Land Development" of the Marana Town Code ("MTC"), including revising MTC Section 17-1-6 (Definitions), to revise definitions for "Single-family dwelling" and "Transitional housing"; revising MTC Section 17-4-2

(Use matrix) to revise the permissiveness of transitional housing uses in several zoning districts from allowed upon approval of a conditional use permit to allowed upon meeting specified conditions; revising MTC Section 17-4-3 (Use conditions matrix) to add conditions per use for transitional housing in the allowed zoning districts; revising MTC Chapter 17-6 "General and Miscellaneous Development Regulations" to add new section 17-6-12 (Transitional housing) establishing development regulations for transitional housing and a reasonable accommodation waiver process, one paper copy and one electronic copy of which are on file in the office of the Town Clerk, which were made a public record by and attached as Exhibit A to Resolution No. 2023-098 of the Town of Marana, Arizona, are hereby referred to, adopted and made a part of this ordinance as if fully set out here.

SECTION 2. The 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. The MTC revisions adopted by this ordinance shall apply to all specific plans in the Town that have more restrictive zoning requirements for transitional housing than those set forth in revisions adopted by this ordinance.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 19th day of September, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2023-098

RELATING TO LAND DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS ADOPTED BY ORDINANCE NO. 2023.032, REVISIONS TO MARANA TOWN CODE (MTC) TITLE 17 "LAND DEVELOPMENT"; REVISING MTC SECTION 17-1-6 (DEFINITIONS), TO REVISE DEFINITIONS FOR "SINGLE-FAMILY DWELLING" AND "TRANSITIONAL HOUSING"; REVISING MTC SECTION 17-4-2 (USE MATRIX) TO REVISE THE PERMISSIVENESS OF TRANSITIONAL HOUSING USES IN SEVERAL ZONING DISTRICTS FROM ALLOWED UPON APPROVAL OF A CONDITIONAL USE PERMIT TO ALLOWED UPON MEETING SPECIFIED CONDITIONS; REVISING MTC SECTION 17-4-3 (USE CONDITIONS MATRIX) TO ADD CONDITIONS PER USE FOR TRANSITIONAL HOUSING IN THE ALLOWED ZONING DISTRICTS; REVISING MTC CHAPTER 17-6 "GENERAL AND MISCELLANEOUS DEVELOPMENT REGULATIONS" TO ADD NEW SECTION 17-6-12 (TRANSITIONAL HOUSING) ESTABLISHING DEVELOPMENT REGULATIONS FOR TRANSITIONAL HOUSING AND A REASONABLE ACCOMMODATION WAIVER PROCESS

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the revisions to Title 17 "Land Development" of the Marana Town Code (MTC), including revising MTC Section 17-1-6 (Definitions), to revise definitions for "Single-family dwelling" and "Transitional housing"; revising MTC Section 17-4-2 (Use matrix) to revise the permissiveness of transitional housing uses in several zoning districts from allowed upon approval of a conditional use permit to allowed upon meeting specified conditions; revising MTC Section 17-4-3 (Use conditions matrix) to add conditions per use for transitional housing in the allowed zoning districts; revising MTC Chapter 17-6 "General and Miscellaneous Development Regulations" to add new section 17-6-12 (Transitional housing) establishing development regulations for transitional housing and a reasonable accommodation waiver process, a copy of which is attached to and incorporated in this resolution as Exhibit A and one paper copy and one electronic copy of which are on file in the office of the Town Clerk, are hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 19th day of September, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

SECTION 1. Section 17-1-6 (Definitions) of the Marana Town Code is hereby revised as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

17-1-6 Definitions

A. The following definitions are used in this title, unless a different meaning is clearly indicated by the context or by a more specific definition:

[No revisions to subparagraphs 1 through 181]

182. Single-family dwelling: A dwelling unit with kitchen and sleeping facilities, de-signed for occupancy by and occupied by one family. Includes "adult developmental home," "child developmental certified home," "child developmental home," "group home," and "intermediate care facility for individuals with intellectual disabilities," each as defined in A.R.S. § 36-551; includes "residential facility" as defined in A.R.S. § 36-581; includes "adult foster care home" and "assisted living home" each as defined in A.R.S. § 36-401, and includes "child care group home" as defined in A.R.S. § 36-897.

[No revisions to subparagraphs a and b]

[No revisions to subparagraphs 183 through 208]

209. Transitional housing: A dwelling shared as a primary residence by adult persons with disabilities, as that term is defined under federal law for purposes of the fair housing act, who live together in an environment that may provide self-support or resident staff persons providing care, education, or activities for the residents. Transitional housing's primary purpose is to provide shelter in a residential family-like environment. ~~A single-family dwelling where supervised, residential living is provided to not more than ten individuals who do not require institutional treatment and who have common needs for alternatives to incarceration or homelessness or who need treatment or rehabilitation for substance abuse, and where appropriate transitional living services are provided, including but not limited to substance abuse treatment or rehabilitation, or life skills assistance~~. Examples of transitional housing include but are not limited to ~~halfway houses, homeless shelters,~~ sober living homes as defined in A.R.S. § 36-2061, and adult behavioral health therapeutic homes as defined in A.R.S. § 36-401.

[No revisions to subparagraphs 210-222]

[No revisions to paragraphs B and C]

SECTION 2. Chapter 17-4 "Zoning" of the Marana Town Code is hereby revised as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

[No revisions to section 17-4-1]

17-4-2 Use matrix

A. Table 2 (use matrix) identifies the permissiveness of uses in all residential zoning groups and zoning districts other than the mixed use districts and the SP zone. (Uses for the mixed-use districts are set forth in the mixed-use zoning district use matrix found at table 8.)

B. The notations in table 2 have the following meanings:

1. "P" means the use is permitted subject to design standards.
2. "A" means the use is permitted as an accessory use located on the same lot with a permitted use.
3. "C" means the use is allowed upon approval of a conditional use permit (see section 17-3-2).
4. "U" means the use is allowed upon meeting the conditions set forth in table 3 below.
5. "T" means the use is allowed upon approval of a temporary use permit (see section 17-3-3).
6. "X" means the use is prohibited.

[No revisions to paragraph C]

Table 2. Use matrix (only amendments to Table 2 are shown; the remainder of Table 2 is unchanged)

Uses	AG	RA	ER	NR	GR	MR	RR	NC	VC	LI	HI
Residential											
~~Assisted living home~~	~~P~~	~~P~~	~~P~~	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	~~X~~	~~X~~
~~Adult foster care home~~	~~P~~	~~P~~	~~P~~	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	~~X~~	~~X~~
Transitional housing	U~~C~~	U~~C~~	U~~C~~	U~~C~~	U~~C~~	C	C	U~~C~~	U~~C~~	X	X

17-4-3 Use conditions matrix

The following table lists the conditions that apply to uses marked with a "U" in Table 2 (Use matrix). Where a zoning group is listed in the "zone(s)" column, the conditions apply to all zoning districts in that zoning group.

Table 3. Conditions per use (only amendments to Table 3 are shown; the remainder of Table 3 is unchanged)

USE	ZONE(S)	CONDITION(S)
Residential		
Transitional housing	AG, RA, ER, NR, GR	Must comply with all development standards for transitional housing, as set forth in section 17-6-12
	NC, VC	Must comply with all development standards for transitional housing, as set forth in section 17-6-12 Must comply with the development standards for R-3 zone as set forth in section 17-4-5(B)(7) Table 4 (Development standards per residential zone)

[No revisions to section 17-4-4 through 17-4-26]

SECTION 3. Chapter 17-6 "General and Miscellaneous Development Regulations" of the Marana Town Code is hereby revised by adding new section 17-6-12 (Transitional housing) as follows:

17-6-12 Transitional housing

A. The purpose of these regulations is to permit persons with disabilities to reside in single-family residential neighborhoods in compliance with the fair housing act, while preserving the residential character of the neighborhood.

B. All transitional housing locations shall obtain and maintain a town business license in compliance with chapter 9-2 of this code.

C. All transitional housing locations shall comply with the following standards:

1. The number of residents at a transitional housing location, excluding staff, shall not exceed five.
2. No transitional housing location shall house any person whose tenancy would constitute a direct threat to the health or safety of other individuals or result in substantial physical damage to the property of others.
3. A transitional housing location shall not be located on a lot that is within 1,200 feet, measured by a straight line in any direction, from the lot line of another transitional housing location.
4. Transitional housing locations shall have no identification from a public street by signage, graphics, display, or other visual means.
5. Transitional housing locations shall be in compliance with all applicable town codes, including building codes, fire safety regulations, zoning, and subdivision codes. If a transitional housing location has one or more non-ambulatory residents, building code requirements in addition to those applicable to locations with no non-ambulatory residents shall apply.

6. Any parking for a transitional housing location shall be maintained on-site and comply with requirements set forth chapter 17-9 of this code.
7. Transitional housing locations shall comply with any applicable licensing requirements.
    a. If a transitional housing location is required by Arizona law to obtain and maintain a state license, the transitional housing location shall provide a copy of that license and all renewals to the town for record-keeping purposes within ten days of receipt by the operator of the transitional housing location.
    b. If a transitional housing location is not required by Arizona law to obtain and maintain a state license, the transitional housing location shall obtain and maintain either a certification by the Arizona recovery housing association or a permanent Oxford House charter, and shall provide a copy of the certification or charter to the town for record-keeping purposes within ten days of receipt by the operator of the transitional housing location.
    c. If a required state license, Arizona recovery housing association certification, or Oxford House charter is suspended or revoked, the operator of the transitional housing location shall notify the town's license inspector within five business days of the suspension or revocation.
8. The exterior of the dwelling and yards shall be kept in a condition that is consistent with requirements set forth in title 18 of this code.
9. All administrative activities, including staffing, counseling, and other visitations, shall serve only the residents of the transitional housing. No group staff training with staff from other locations is permitted.
10. Large or multiple trash receptacles not usually found in the residential area where the transitional housing is located shall be blocked from public view.
11. If a transitional housing location ceases operation, the operator shall notify the development services department within 30 calendar days of the cessation.
12. Any applicable requirements or provisions of state law, including but not limited to any applicable requirements set forth in title 36 of the Arizona revised statutes, shall apply in addition to the provisions set forth in this section. To the extent that applicable state law conflicts with the provisions of this section, state laws shall preempt any conflicting provision, but shall not affect the remaining provisions of this section.

D. Reasonable Accommodation Waiver

1. The purpose of this paragraph is to establish a procedure for persons with a disability to make a request for reasonable accommodation in the application of the town's zoning rules, policies, practices and procedures pursuant to section 3604(f)(3)(b) of title 42 of the fair housing act, as it may be amended, which prohibits local government from refusing to make reasonable accommodations when these accommodations are necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling.

2. A request for a reasonable accommodation waiver must be in writing and filed with the zoning administrator. In all cases, the zoning administrator, or designee, shall make findings of fact in support of his or her determination and shall render a decision in writing.
3. The zoning administrator shall engage in an interactive process in considering the reasonable accommodation waiver request. The zoning administrator may meet with the person making the request for additional information, to discuss possible alternative accommodations, or to ascertain or clarify information sufficiently to make the required findings.
4. To grant a reasonable accommodation waiver, the zoning administrator must affirmatively find all of the following:
    a. The requesting party or future occupants of the housing for which the reasonable accommodation has been made are protected under the fair housing act and the Americans with disabilities act;
    b. The requested accommodation is reasonable and necessary to afford an individual with a disability an equal opportunity to use and enjoy a dwelling;
    c. The requested accommodation will be in compliance with all applicable building and fire codes;
    d. The requested accommodation will allow for the maintenance and preservation of the residential characteristics of the neighborhood and will not create a substantial detriment to neighboring properties by creating traffic impacts, parking impacts, impacts on water or sewer system, or other similar adverse impacts; and
    e. The requested accommodation will not impose an undue financial or administrative burden on the town, as "undue financial or administrative burden" is defined in federal or Arizona fair housing laws and interpretive case law.
5. Profitability or financial hardship of the owner/operator of a facility shall not be considered by the zoning administrator in determining whether to grant a reasonable accommodation waiver.
6. A person requesting a reasonable accommodation waiver may request review of the decision of the zoning administrator by submitting a written request for review to the zoning administrator within ten calendar days of receipt of the zoning administrator's determination.
    a. A review hearing shall be scheduled within 30 calendar days of the zoning administrator's receipt of the request.
    b. A hearing officer appointed by the town manager shall conduct the hearing.
    c. The hearing shall be conducted in an informal manner and the rules of evidence shall not apply.
    d. The decision of the hearing officer is final and not subject to any further administrative review.

Land Development Code Revisions Transitional Housing

MARANA AZ

Jane Fairall, Town Attorney

Overview

- Federal law backdrop
- Land Development Code
  - Definitions for Transitional Housing and Single-Family Dwelling
  - Zoning for Transitional Housing
  - Development standards for Transitional Housing
- Specific Plans

Fair Housing Act (FHA)

- The Fair Housing Act (FHA) prohibits a broad range of practices that discriminate against individuals on the basis of race, color, religion, sex, national origin, familial status, and **disability**
- FHA applies to municipalities and prohibits them from making **zoning or land use decisions or implementing land use policies** that exclude or otherwise discriminate against protected persons, including individuals with disabilities
- Under the law, persons with disabilities are individuals with mental or physical impairments which substantially limit one or more major life activities, including person suffering from **alcoholism or drug addiction** and seeking recovery
- Zoning practices that **contribute** to making housing unavailable or denying housing to disabled individuals can be discriminatory

Fair Housing Act (FHA)

- The Fair Housing Act makes it unlawful to, for example:
  - Enforce an ordinance prohibiting housing for persons with a mental illness, from locating in a particular area, while allowing other groups of unrelated individuals to live together in that area
  - Deny a building permit for a home because it was intended to provide housing for persons with mental retardation
  - Refuse to make reasonable accommodations in land use and zoning policies and procedures where such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy housing.
    - What constitutes a reasonable accommodation is a case-by-case determination.

Americans with Disabilities Act (ADA)

- The ADA provides that "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." 42 U.S.C. § 12132.
- Like the FHA, this provision prohibits governmental entities from discriminating against disabled persons through zoning
- Also like the FHA, the ADA's protections extend to persons recovering from drug or alcohol addiction

Land Development Code Chapter 17-1 Definitions

- Current definition of single-family dwelling is already expansive
- Add “adult foster care home” and “assisted living home” to the definition, rather than regulating them separately

Single-family dwelling: A dwelling unit with kitchen and sleeping facilities, designed for occupancy by and occupied by one family. Includes "adult developmental home," "child developmental certified home," "child developmental home," "group home," and "intermediate care facility for individuals with intellectual disabilities," each as defined in A.R.S. § 36-551; includes "residential facility" as defined in A.R.S. § 36-581; includes “adult foster care home” and “assisted living home” each as defined in A.R.S. § 36-401, and includes "child care group home" as defined in A.R.S. § 36-897.

Land Development Code Chapter 17-1 Definitions

- Revise definition of "transitional housing" to make it more narrow:

Transitional housing: A dwelling shared as a primary residence by adult persons **with disabilities, as that term is defined under federal law for purposes of the fair housing act**, who live together in an environment that may provide self-support or resident staff persons providing care, education, or activities for the residents. Transitional housing's primary purpose is to provide shelter in a residential family-like environment.

- Remove references to "halfway houses" & "homeless shelters"

Land Development Code Chapter 17-1 Definitions

- Definition of “transitional housing” – current & proposed – includes “sober living homes” as defined by state law:

"**Sober living home**" means any premises, place or building that provides alcohol-free or drug-free housing and that:

(a) Promotes independent living and life skills development.

(b) May provide activities that are directed primarily toward recovery from substance use disorders.

(c) Provides a supervised setting to a group of unrelated individuals who are recovering from substance use disorders.

(d) Does not provide any medical or clinical services or medication administration on-site, except for verification of abstinence.

Land Development Code Chapter 17-4 Zoning

- Revise zoning for transitional housing to mirror the zoning allowed for single-family detached residential uses:
  - For most residential districts, transitional housing will now be permitted upon meeting certain specified conditions, rather than allowed upon approval of a conditional use permit (CUP)

Uses	AG	RA	ER	NR	GR	MR	RR	NC	VC	LI	HI
Residential											
Single-family detached	P	P	P	P	P	C	C	U	U	X	X
~~Assisted living home~~	~~P~~	~~P~~	~~P~~	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	~~X~~	~~X~~
~~Adult foster care home~~	~~P~~	~~P~~	~~P~~	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	~~X~~	~~X~~
Transitional housing	~~UC~~	~~UC~~	~~UC~~	~~UC~~	~~UC~~	C	C	~~UC~~	~~UC~~	X	X

Land Development Code Chapter 17-4 Zoning

- "U" means the use is allowed upon meeting specified conditions
- For Transitional Housing in the residential zones, the specified condition is:

"Must comply with all development standards for transitional housing, as set forth in section 17-6-12"

Uses	AG	RA	ER	NR	GR	MR	RR	NC	VC	LI	HI
Residential											
Transitional housing	~~U~~	~~U~~	~~U~~	~~U~~	~~U~~	C	C	~~U~~	~~U~~	X	X

Land Development Code
Section 17-6-12
Development Standards for Transitional Housing

- New section
- Sets forth development standards for transitional housing in Town Code for first time, in those areas the Town is permitted to regulate
  - Town cannot regulate the operation of sober living homes due to state preemption
- **Purpose**: Permit persons with disabilities to reside in single-family residential neighborhoods in compliance with the FHA, while preserving the residential character of the neighborhood

Land Development Code
Section 17-6-12
Development Standards for Transitional Housing

- Must have Town business license
- No more than 5 residents at a location
- No location shall house any person whose tenancy would constitute a direct threat to the health or safety of other individuals or result in substantial physical damage to the property of others
- A location can't be located on a lot that is within 1,200 feet from another transitional housing location
- Transitional housing locations shall have no identification from a public street by signage, graphics, display, or other visual means

Land Development Code
Section 17-6-12
Development Standards for Transitional Housing

- Transitional housing locations shall be in compliance with all applicable town codes, including building codes, fire safety regulations, zoning, and subdivision codes
- Any parking for a transitional housing location shall be maintained on-site and comply with requirements set forth chapter 17-9 of LDC
- Transitional housing locations shall comply with any applicable licensing requirements

Land Development Code
Section 17-6-12
Development Standards for Transitional Housing

- Must comply with Town's Public Nuisance and Property Preservation code (Title 18)
- All administrative activities, including staffing, counseling, and other visitations, shall serve only the residents of the transitional housing location
- Large or multiple trash receptacles not usually found in the residential area where the transitional housing is located shall be blocked from public view
- If a transitional housing location ceases operation, the operator shall notify Development Services within 30 days

Land Development Code
Section 17-6-12
Reasonable Accommodation

- **Purpose:** To establish a procedure for persons with a disability to make a request for reasonable accommodation in the application of the town's zoning rules, policies, practices and procedures pursuant to section 3604(f)(3)(b) of title 42 of the fair housing act, as it may be amended, which prohibits local government from refusing to make reasonable accommodations when these accommodations are necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling
- **Request:** Must be in writing and filed with the Zoning Administrator, who shall make findings of fact in support of his or her determination and shall render a decision in writing

Land Development Code
Section 17-6-12
Reasonable Accommodation

- **Findings:** To grant a reasonable accommodation waiver, the zoning administrator must make several affirmative findings as listed in the proposed ordinance and required by federal law
  - Profitability or financial hardship of the owner/operator of a facility shall not be considered by the Zoning Administrator in determining whether to grant a reasonable accommodation waiver
- **Appeal:** A person requesting a reasonable accommodation waiver may request review of the decision of the zoning administrator by submitting a written request for review to the zoning administrator within ten calendar days of receipt of the zoning administrator's determination.
  - Appeal is to a hearing officer appointed by the Town Manager

Specific Plans

Proposed Ordinance includes provision that makes the zoning Code changes applicable to Specific Plans:

Section 5: "The [Marana Town Code] revisions adopted by this ordinance shall apply to all specific plans in the Town that have more restrictive zoning requirements for transitional housing than those set forth in revisions adopted by this ordinance."

Discussion

Council-Regular Meeting **A6**

Meeting Date: 09/19/2023

To: Mayor and Council

From: Jason Angell, Development Services Director

Date: September 19, 2023

Strategic Plan Focus Area:
Cherished Heritage

Strategic Plan Focus Area Additional Info:
One of the goals of Strategic Plan 5 is to "Embed heritage in policy and planning to ensure continued preservation of Marana's Heritage.' To help accomplish this goal, one of the adopted strategies is to "Expand current art policy to require the integration of public art into public and private development projects that captures Marana's heritage."

Subject: Resolution No. 2023-099: Relating to Development; adopting the Town of Marana Public Art Policy (Jason Angell)

Discussion:
At the June 20, 2023 regular council meeting, staff presented a final draft of the proposed Public Art Policy. Based upon council direction from that meeting, staff moved forward with the process to amend the fee schedule in order to add the new fees associated with the Public Art Policy.

No changes have been made to the attached policy since the June 20th meeting. As a reminder, the attached policy was crafted by looking at what other communities are doing within our region, as well as throughout the state and in other parts of the country. In comparing how other communities approach and implement their public art programs, staff feels the attached policy is comparable to the approach that other communities are taking, while also unique in that it allows Marana to display public art throughout the community, which will strengthen Marana's identity, spirit, and pride.

Staff Recommendation:

Staff recommends approval of Resolution No. 2023-099

Suggested Motion:

I move to adopt Resolution No. 2023-099; adopting the Town of Marana Public Art Policy.

Attachments

Resolution No. 2023-099

Exhibit A to Resolution - Public Art Policy

MARANA RESOLUTION NO. 2023-099

RELATING TO DEVELOPMENT; ADOPTING THE TOWN OF MARANA PUBLIC ART POLICY

WHEREAS on September 7, 2021, the Town Council adopted Resolution No. 2021-126 approving the Town of Marana Public Art Policy; and

WHEREAS on September 6, 2022, the Town Council adopted the Town of Marana Strategic Plan 5 ("Strategic Plan 5"); and

WHEREAS Strategic Plan 5 includes Cherished Heritage as a Focus Area with a goal to embed heritage in policy and planning to ensure continued preservation of Marana's heritage; and

WHEREAS to achieve this goal, Strategic Plan 5 provides that the Town will expand the current art policy to require the integration of public art into public and private development projects that captures Marana's heritage; and

WHEREAS because the Public Art Policy adopted via Resolution No. 2021-126 did not achieve the goals set forth in Strategic Plan 5, on December 20, 2022, the Town Council rescinded Resolution No. 2021-126 and the Town of Marana Public Art Policy it approved; and

WHEREAS Town staff has drafted a revised Public Art Policy that both furthers the goals of Strategic Plan 5 and aligns productively with development projects; and

WHEREAS the Town Council finds that adopting the revised Public Art Policy is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Town of Marana Public Art Policy attached to this resolution and incorporated by this reference as Exhibit A is hereby approved and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the policy.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of September, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Title:	Town of Marana Public Art Policy
Effective Date:	November 1, 2023
Type of Action:	Approved by Council Resolution No. 2023-099

Purpose

The purposes of the Town of Marana Public Art Policy are to:

- Identify community beautification opportunities that will strengthen Marana's identity, spirit, and pride;
- Establish a Marana Public Art Fund;
- Establish a Marana Public Art Review Committee;
- Provide direction for the selection of high-quality public art.

Definitions

1. **Development Project:** A project involving the issuance of a permit for construction or reconstruction, but not a permit to operate.

2. **Marana Public Art Fund:** Either a separate account within the Town's General Fund or a separate book or ledger entry designation for funding public art on Town owned property or Town Capital Improvement Projects.

3. **Public Art:** Artistic creations of a professional artist within a public space or spaces. The artwork is typically large scale and may include sculpture, mosaic, painting, ceramic, video, photography, works of light, integrated artist designed land works, aesthetic landscaping and monuments, and other works determined by the Town to meet the requirements of the project.

4. **Tenant Improvements:** The customized alterations a building owner makes to rental space as part of a lease agreement, in order to configure the space for the needs of that particular tenant. For the purpose of this policy, tenant improvements shall exclude general maintenance and repair.

Marana Public Art Fund

The Marana Public Art Fund is established and dedicated to funding high-quality public art installations, and maintenance, throughout the Marana community. Contributions to the Fund shall be collected from private developments and Town of Marana Capital Improvement Projects. Decisions on how to allocate the funds shall be made by the Marana Public Art Review Committee.

Marana Public Art Review Committee

The Marana Public Art Review Committee shall designate locations for public art installation and review design proposals according to the Marana Public Art Design Principles.

The Marana Public Art Review Committee shall consist of the Town of Marana's Public Works Director, Town Engineer, Development Services Director, Communications Manager, Parks & Recreation Director, and two members of the local art community.

Private Development Contributions

Any development project that meets the following conditions shall contribute to the Marana Public Art Fund in the form of a cash donation:

- New construction of a project containing 10,000 square feet or more net floor area of any commercial, industrial, or office use within any zoning district; or
- Phased projects with one or more buildings that contain a total of 10,000 square feet or more net floor area of commercial, industrial, or office use within any zoning district;
- New construction of any multi-family development site consisting of 50 or more units;
- Tenant improvements of 10,000 square feet or more net floor area of any commercial, industrial, or office use within any zoning district.

Commercial, office, and multi-family uses shall contribute 1% of the building permit valuation to the Fund. Industrial uses shall contribute 0.5% of the building permit valuation to the Fund. The contribution shall be collected at the time of the building permit issuance. If a development consists of multiple buildings, the property owners(s) shall contribute the appropriate amount with each building permit pulled.

Where a building shell is constructed and tenant improvements are done separately, the building shell will be charged 50% of the applicable contribution requirement and tenant improvements will be charged the remaining 50%.

Maximum Contribution

The maximum contribution for any one private development project shall be $150,000.

Town of Marana Capital Improvement Projects Contributions

All Town of Marana Capital Improvement Projects (CIP) with an estimated budget of $500,000 or more shall include 1% of the total project cost as a contribution to the Marana Public Art Fund. The Town Engineer will assure that this 1% cost is added to the project's total budget.

All or a portion of the contributions derived from the Marana Capital Improvement Project may fund artwork for the specific CIP project, or the balance of the funds may be deposited into the Marana Public Art Fund.

Waiver: The Town Manager may waive the public art contribution requirement for projects that are determined to be solely maintenance obligations. Any waiver shall be made in writing and sent to Development Services to be placed in the project permit file.

Designated Public Art Locations

The Marana Public Art Review Committee shall identify locations for public art installations throughout the community. A list of locations, and priority ranking, will be presented to the Town Council for approval. The list of locations and priority ranking shall be updated as new facilities are accepted or as priorities change.

Each installation shall allow for unrestricted viewing from a variety of vantage points. To assure the general public has access, installations shall be within or adjacent to public parks, trails, or other publicly-owned property that is easily accessible and clearly visible to the general public.

Public art installations shall not be located in a proposed or existing Town right-of-way unless the public art installation is intended to be part of a Capital Improvement Project, or as approved by the Town Engineer.

Marana Public Art Design Principles

The committee will use the following design principles in considering conceptual art proposals.

1. *Design.* Artwork should incorporate aspects of Marana's natural and cultural heritage and should be a "uniquely Marana" piece.
2. *Quality.* Artwork demonstrates originality, artistic quality, and excellence in design and artisanship, demonstrated through renderings, explanation of construction, materials, and artist resume.
3. *Community Relevance.* Artwork is appropriate in scale, material, form, and content for the immediate and general social, economic, and physical environments with which it is to relate.
4. *Durability.* Artwork demonstrates structural and surface integrity and permanence; material provides protection against theft, vandalism, weathering, and excessive maintenance and repair costs.
5. *Safety.* Artwork does not present a hazard or create unsafe conditions.
6. *Diversity.* Artwork contributes to a diversity of style, scale, media, artists, community values, and forms of expression within the Town.
7. *Visibility.* Artwork is visible and accessible for the purposes of public enjoyment and security, considering pedestrian and vehicular traffic, lighting, active hours on site, future development, and vegetation growth.
8. *Feasibility.* Artwork is likely to be successfully completed based on the project budget, timeline, artist's experience, soundness of materials, and any other relevant factors.

Council-Regular Meeting **A5**

Meeting Date: 09/19/2023

To: Mayor and Council

From: Jason Angell, Development Services Director

Date: September 19, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2023.033: Relating to Finance; amending the Town of Marana comprehensive fee schedule by adding fees related to the Marana Public Art Policy and a General Plan Map Minor Amendment, in conjunction with a Translational or Non-Site Analysis Rezoning; and designating an effective date (Jason Angell)

Discussion:

Town staff is proposing an update to the Comprehensive Fee Schedule to add two new fees. The additions include the associated fees related to the adoption of the Marana Public Art Policy and the establishment of a fee for General Plan Future Land Use Map minor amendments, in conjunction with a Translational or Non-Site Analysis Rezoning.

- The Town of Marana Public Art Policy was created to identify community beautification opportunities that strengthen Marana's identity by the selection of high-quality public art. The Comprehensive Fee Schedule amendment includes the associated fees identified in the Marana Public Art Policy that will be deposited in a Public Art Fund for the acquisition and maintenance of public art. Commercial, office and multi-family uses shall contribute 1% of the building permit valuation to the fund at the time of building permit issuance. Industrial uses shall contribute 0.5% of the building permit valuation to the fund. The maximum contribution for any private development project shall be $150,000.

- A Translational or Non-Site Analysis Rezoning is a simplified rezoning process with flexible application requirements that do not require the

typical site analysis documentation. The streamlined process was created to provide a low-cost ($550) rezoning alternative that allows the average person to rezone certain parcels of land, with outdated or inappropriate zoning, without the use of a consultant. Many times this type of rezoning application is accompanied by a General Plan Future Land Use Map minor amendment that revises the parcel's existing land use designation as required by the General Plan. The current Comprehensive Fee Schedule provides fees for Major ($3,000) and Minor ($1,500) General Plan map amendments, illustrating the minor map amendment fee cost is almost three times the cost of a Translational or Non-Site Analysis Rezoning. It is staff's intent to introduce a lower cost General Plan Map Amendment fee ($500) for Translational or Non-Site Analysis Rezonings in order to better align the structure of fee schedule costs between rezonings and General Plan map amendments.

Town staff is also proposing the ordinance shall become effective on November 1, 2023.

Financial Impact:

The financial impact will not be signigicant to the Town's revenues. However, funding from this ordinance will assist the Town in covering costs related to the acquisition and maintenance of public art.

Staff Recommendation:

Staff recommends approval of the ordinance amending the Comprehensive Fee Schedule.

Suggested Motion:

I move to adopt Ordinance No. 2023.033, amending the Town of Marana comprehensive fee schedule by adding fees related to the Marana Public Art Policy and a General Plan Map Minor Amendment, in conjunction with a Translational or Non-Site Analysis Rezoning; and designating an effective date.

Attachments

Ordinance No. 2023.033

MARANA ORDINANCE NO. 2023.033

RELATING TO FINANCE; AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE BY ADDING FEES RELATED TO THE MARANA PUBLIC ART POLICY AND A GENERAL PLAN MAP MINOR AMENDMENT, IN CONJUNCTION WITH A TRANSLATIONAL OR NON-SITE ANALYSIS REZONING; AND DESIGNATING AN EFFECTIVE DATE

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

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

WHEREAS from time to time the Town Council has adopted amendments to the comprehensive fee schedule, most recently on August 1, 2023, via Ordinance No. 2023.022; and

WHEREAS amending the comprehensive fee schedule as set forth in this ordinance is in the best interests of the Town of Marana.

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

SECTION 1. The Town of Marana comprehensive fee schedule adopted via Ordinance No. 2021.008, as previously amended, is hereby amended by adding the following fees (only added fees are shown; all other fees remain unchanged):

Fee/Description	Amount	Unit of Measure	Notes
DEPARTMENT: Development Services			
Marana Public Art Fund	See notes	Per Building Permit	Contribution shall be a percentage of the building permit valuation, not to exceed $150,000.00. Commercial, office and multi-family uses shall contribute 1%. Industrial use shall contribute 0.5%.
General Plan Map Amendment - Minor; In conjunction with a Translational or Non-Site Analysis Rezoning	$500.00	Per Amendment	Non-refundable

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 become effective on November 1, 2023.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 19th day of September, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **A7**

Meeting Date: 09/19/2023

To: Mayor and Council

Submitted For: Terry Rozema, Town Manager

From: Jane Fairall, Town Attorney

Date: September 19, 2023

Strategic Plan Focus Area:
Proactive Public Services

Strategic Plan Focus Area Additional Info:
Foster an open atmosphere that embraces change, creativity, innovation and calculated risk, and maintains the Town's high quality customer service.
GOAL: FOSTER A WORKPLACE CULTURE THAT ATTRACTS, RETAINS, AND MOTIVATES A TALENTED WORKFORCE
STRATEGY: Continue to instill a culture of excellence through initiatives and actions that value performance and behavior.

Subject: Resolution No. 2023-094: Relating to Municipal Court, reappointing Laine McDonald as Marana Town Magistrate for a four-year term beginning October 1, 2023; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine McDonald (Terry Rozema)

Discussion:

On September 1, 2015, the Town Council appointed Laine McDonald as Marana Town Magistrate for a two-year term beginning on October 1, 2015 and ending September 30, 2017. On September 19, 2017, Judge McDonald was subsequently reappointed for another two-year term, and on September 3, 2019, she was appointed for another two-year term.

In the years since her appointment, Judge McDonald has implemented several new programs and increased efficiencies within the court, while taking charge of both the judicial and administrative functions. The proposed item on tonight's agenda will

reappoint Judge McDonald for a four-year term as the Marana Town Magistrate.

Judge McDonald's contract for the 2021 - 2023 term called for compensation in the amount of $160,000.00, which was the same salary that she received for the last year of her previous contract, from October 1, 2020 through September 30, 2021. A proposed new agreement is included within the Council packet for consideration. The new agreement will maintain the same benefits and terms and conditions as the previous agreement, and includes a four-year term through September 30, 2027. The amount of compensation proposed is a 7% increase to $171,200.00 per year for the four-year term of the agreement.

An executive session has also been scheduled on tonight's agenda for discussion of the Town Magistrate's employment and contract, if needed.

Financial Impact:

The Court's department budget has adequate existing budgetary capacity to pay for the Town Magistrate's salary and benefits.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2023-094, reappointing Laine McDonald as Marana Town Magistrate for a four-year term beginning October 1, 2023; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine McDonald.

Attachments

Resolution No. 2023-094

Exhibit A to Resolution - Agreement

MARANA RESOLUTION NO. 2023-094

RELATING TO MUNICIPAL COURT; REAPPOINTING LAINE MCDONALD AS MARANA TOWN MAGISTRATE FOR A FOUR-YEAR TERM BEGINNING OCTOBER 1, 2023; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND LAINE MCDONALD

WHEREAS Marana Town Code Chapter 5-2 provides that the Town Council shall appoint a Town Magistrate as the presiding officer of the municipal court and that the Town Magistrate shall be appointed for a minimum period of two years; and

WHEREAS the position of Marana Town Magistrate is currently held by Laine McDonald, who has served in that position since 2015; and

WHEREAS Laine McDonald is a member in good standing of the State Bar of Arizona with extensive courtroom experience; and

WHEREAS the Town Council finds that the reappointment of Laine McDonald as Marana Town Magistrate is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Laine McDonald is hereby reappointed as Marana Town Magistrate for a four-year term beginning on October 1, 2023, and that the Town Magistrate Employment Agreement attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of September, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

TOWN MAGISTRATE EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("this Agreement") is made by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and LAINE P. MCDONALD (the "Judge") for magistrate services. The Town and the Judge are collectively referred to in this Agreement as the "Parties" and are sometimes individually referred to as the "Party."

RECITALS

A. The Town has established the Marana Municipal Court pursuant to A.R.S. § 22-402, and has established the position of Marana Town Magistrate pursuant to A.R.S. § 22-403.

B. The Judge is a member in good standing of the State Bar of Arizona with extensive Arizona courtroom experience.

C. The Judge is currently the Marana Town Magistrate, and the Parties desire for the Judge to continue as Marana Town Magistrate pursuant to this Agreement.

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

Article 1. Magistrate Appointment and Compensation

1.1. Appointment. The Town hereby appoints and employs the Judge as Marana Town Magistrate for a four-year term beginning October 1, 2023 and ending September 30, 2027.

1.2. Compensation. The Judge shall be paid a base salary of $171,200.00 per year for the term of this Agreement.

1.3. Continuing Legal Education. The Town shall pay registration fees, mileage expenses and standard reasonable lodging and meal reimbursements for the Judge to attend the annual Arizona Judicial Conference and other seminars within the State of Arizona that are required to satisfy the Judge's continuing legal education requirements.

1.4. Status. For purposes of determining employee benefits, the Judge shall be an employee of the Town, and not an independent contractor, and shall receive all of the normal employee benefits accruing to other Town employees with the following clarifications.

1.4.1. In addition to the managed time off (MTO) leave hours generally provided to most full-time Town employees on an annual basis, the Judge shall be granted an additional 40 hours of MTO leave annually.

1.4.2. The Judge shall accrue vacation leave at the rate set forth in the Town's personnel policies, depending upon the Judge's length of service as an employee with the Town.

1.5. Judicial Independence. Notwithstanding the Judge's status as a Town employee for purposes of determining benefits, the authority, if any, of the Town over the Judge shall be limited given the obligation to maintain the independence and integrity of the judiciary. Nevertheless, the Parties agree that the Judge shall comply with all applicable State and Federal laws, and that the Town's personnel policies and administrative directives shall apply to the Marana Municipal Court and its employees.

1.6. Administrative Modifications. The parties recognize that changes in Magistrate Court personnel and fluctuations in Magistrate Court usage may require modification of the administrative duties of the Marana Town Magistrate and other Magistrate Court employees. The parties agree to cooperate and coordinate in making adjustments to the duties of the Marana Magistrate and other Magistrate Court employees, as necessary, to adjust to these changes.

Article 2. Full Time Employment

The Parties acknowledge and agree that the position of Marana Town Magistrate is a full time, forty-hour a week job, considering the Marana Town Magistrate's duties at the Magistrate Court and responsibility to attend other meetings and functions of the Court and the Town. Consequently, the Judge shall typically work normal work hours (Monday through Friday, 8 A.M. to 5 P.M.), vacation, MTO, and sick days and holidays excepted.

Article 3. Community Service

The Judge shall be available for and participate in such community outreach and community service activities as the Judge determines are consistent with and do not create a conflict of interest or any appearance of impropriety with her position as Town Magistrate. Any hours spent participating in community service activities shall be included for purposes of work load tracking under Article 2.

Article 4. Termination

4.1. By the Judge. The Judge may terminate this Agreement at any time.

4.2. By the Town. The Town may terminate this Agreement in any manner consistent with the laws of the State of Arizona, including without limitation termination for cause after a due process hearing or upon removal of the Judge from the office of Marana Town Magistrate by the Arizona Supreme Court pursuant to Article 6.1, Section 2 or Section 3 of the Arizona Constitution.

4.3. By Death. This Agreement automatically terminates upon the Judge's death.

4.4. By Term. This Agreement terminates on September 30, 2027, if not previously terminated pursuant to other provisions of this Article.

4.5. Effect of Termination. The Judge's status as a Town employee, and her rights to receive compensation and benefits, shall terminate upon the termination of this

Agreement. The amount of the Judge's compensation shall be pro-rated based on the termination date.

Article 5. General Terms and Conditions.

5.1. Effective Date. This Agreement shall become effective upon its execution by all the Parties and the effective date of the resolution or action of the Town Council approving this Agreement (the "Effective Date").

5.2. 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.

5.3. Severability. If any provision of this Agreement is declared void or unenforceable, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect.

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

5.5. Interpretation. This Agreement has been negotiated by the Town and the Judge, 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.

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

[SIGNATURE PAGE FOLLOWS]

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

"THE TOWN":	"THE JUDGE":
THE TOWN OF MARANA, an Arizona municipal corporation	LAINE P. MCDONALD
By: _____	_____
Ed Honea, Mayor	Laine P. McDonald
Date: _____	Date: _____

ATTEST:

_____
David L. Udall, Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **A8**

Meeting Date: 09/19/2023

To: Mayor and Council

Submitted For: Laine McDonald, Town Magistrate

From: Trudi Shumate, Court Administrator

Date: September 19, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-095: Relating to Municipal Court; approving the reappointment of Kimberly Epling, Ramona Silence, and Mary Soehnle as civil traffic violation hearing officers for the Marana Municipal Court (Laine McDonald)

Discussion:

A.R.S. Section 28-1553 and Marana Town Code Section 5-2-3 provide that the Town Magistrate, with the approval of the Town Council, may appoint one or more hearing officers to preside over civil traffic violation cases. For a number of years, in the interests of efficiency and timely customer service, a civil traffic violation hearing officer has been appointed to assist with signing minute entries pertaining to civil traffic cases as well as signing orders amending civil traffic cases, when the judge is unavailable.

On June 6, 2017, the Council appointed Kimberly Epling as a civil traffic violation hearing officer for Marana Municipal Court, she has been concurrently reappointed with Judge McDonald since her inital appointment. On August 3, 2021 the Council appointed Ramona Silence as a civil traffic violation hearing officer for Marana Municipal Court, and on October 18, 2022 the Council appointed Mary Soehnle as a civil traffic violation hearing officer for Marana Municipal Court. All terms expire on September 30, 2023, contemporaneously with the expiration of the Town Magistrate's term.

Town Magistrate Laine McDonald's reappointment is on tonight's agenda for your

consideration. Should Judge McDonald be reappointed she recommends the reappointment of Kimberly Epling, Ramona Silence and Mary Soehnle as civil traffic violation hearing officers. They have displayed exemplary performance in their roles as civil traffic violation hearing officers since their initial appointments.

Staff Recommendation:

Staff recommends approving the appointment of Kimberly Epling, Ramona Silence, and Mary Soehnle as civil traffic violation hearing officers for Marana Municipal Court.

Suggested Motion:

I move to adopt Resolution No. 2023-095 approving the reappointment of Kimberly Epling, Ramona Silence, and Mary Soehnle as civil traffic violation hearing officers for the Marana Municipal Court.

Attachments

Resolution No. 2023-095

MARANA RESOLUTION NO. 2023-095

RELATING TO MUNICIPAL COURT; APPROVING THE REAPPOINTMENT OF KIMBERLY EPLING, RAMONA SILENCE, AND MARY SOEHNLE AS CIVIL TRAFFIC VIOLATION HEARING OFFICERS FOR THE MARANA MUNICIPAL COURT

WHEREAS Section 5-2-3 of the Town Code provides that the Town Magistrate, with the approval of the Town Council, may appoint one or more hearing officers to preside over civil traffic violation cases; and

WHEREAS Kimberly Epling was originally appointed as a civil traffic violation hearing officer on December 4, 2018, has been continuously reappointed since that date, and her current term expires September 30, 2023; and

WHEREAS Ramona Silence was appointed as a civil traffic violation hearing officer on August 3, 2021, and her term expires September 30, 2023; and

WHEREAS Mary Soehnle was appointed as a civil traffic violation hearing officer on October 18, 2022, and her term expires September 30, 2023; and

WHEREAS the Town Magistrate wishes to reappoint Kimberly Epling, Ramona Silence, and Mary Soehnle to serve as civil traffic violation hearing officers on as-needed basis; and

WHEREAS the Town Council finds that Kimberly Epling, Ramona Silence, and Mary Soehnle possess the requisite skill and character to perform as civil traffic violation hearing officers.

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

SECTION 1. The Town Council hereby approves the reappointment of Kimberly Epling, Ramona Silence, and Mary Soehnle to serve as civil traffic violation hearing officers on an as-needed basis, with a term effective October 1, 2023, and expiring concurrent with the Town Magistrate's term.

SECTION 2. The Town Council further directs that the hearing officers, Kimberly Epling, Ramona Silence, and Mary Soehnle, who are regular employees of the Town, shall receive no additional compensation as hearing officer other than regular pay and benefits as an employee of the Town.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of September, 2023.

Mayor Ed Honea

ATTEST:

David Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **A9**

Meeting Date: 09/19/2023

To: Mayor and Council

Submitted For: Laine McDonald, Town Magistrate

From: Trudi Shumate, Court Administrator

Date: September 19, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-096: Relating to Municipal Court; approving the reappointment of Frank Anjakos, Eva Bacal, Darlene Chavira-Chavez, Stuart DeHaan, David Deibel, Maria Felix and Ronald Newman 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.

On August 3, 2021, the Town Council appointed David Deibel as a magistrate pro tempore and reappointed Frank Anjakos, Maria Felix, and Ronald Newman as magistrates pro tempore, on January 11, 2022 the Town Council appointed Darlene Chavira-Chavez as a magistrate pro tempore, and on February 21, 2023 the Town Council appointed Eva Bacal and Stuart DeHaan as magistrates pro tempore for terms concurrent with the term of the Town Magistrate, set to expire September 30, 2023. Judge McDonald's reappointment is before you for consideration this evening as well. Should you approve Judge McDonald's reappointment she is recommending the reappointment of Frank Anjakos, Eva Bacal, Darlene Chavira-Chavez, Stuart DeHaan, David Deibel, Maria Felix, and Ronald Newman as magistrates pro tempore for terms concurrent with her term, to be used as-needed when Judge McDonald is unavailable for court. Based on Judge McDonald's review, all recommended individuals 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 approval of this resolution and reappointment of Frank Anjakos, Eva Bacal, Darlene Chavira-Chavez, Stuart DeHaan, David Deibel, Maria Felix, and Ronald Newman, as magistrates pro tempore for the Marana Municipal Court.

Suggested Motion:

I move to adopt Resolution No. 2023-096, approving the reappointment of Frank Anjakos, Eva Bacal, Darlene Chavira-Chavez, Stuart DeHaan, David Deibel, Maria Felix, and Ronald Newman, as magistrates pro tempore for the Marana Municipal Court.

Attachments

Resolution No. 2023-096

MARANA RESOLUTION NO. 2023-096

RELATING TO MUNICIPAL COURT; APPROVING THE REAPPOINTMENT OF FRANK ANJAKOS, EVA BACAL, DARLENE CHAVIRA-CHAVEZ, STUART DEHAAN, DAVID DEIBEL, MARIA FELIX, AND RONALD NEWMAN 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 on August 3, 2021, via Resolution No. 2021-115, the Town Council reappointed Frank Anjakos, Maria Felix, and Ronald Newman as magistrates pro tempore with terms expiring on September 30, 2023; and

WHEREAS on August 3, 2021, via Resolution No. 2021-115, the Town Council appointed David Deibel as magistrate pro tempore with a term expiring on September 30, 2023; and

WHEREAS on January 11, 2022, via Resolution No. 2022-004, the Town Council appointed Darlene Chavira-Chavez as magistrate pro tempore with a term expiring on September 30, 2023; and

WHEREAS on February 21, 2023, via Resolution No. 2023-016, the Town Council appointed Eva Bacal and Stuart DeHaan as magistrates pro tempore with terms expiring on September 30, 2023; and

WHEREAS the Town Magistrate recommends that the Town Council reappoint Frank Anjakos, Eva Bacal, Darlene Chavira-Chavez, Stuart DeHaan, David Deibel, Maria Felix, and Ronald Newman to continue their service 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 magistrates pro tempore.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Frank Anjakos, Eva Bacal, Darlene Chavira-Chavez, Stuart DeHaan, David Deibel, Maria Felix, and Ronald Newman are hereby reappointed to continue their

service as magistrates pro tempore for the Marana Municipal Court on an as-needed basis, effective October 1, 2023, with a term running concurrent with the Town Magistrate's term.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of September, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney