



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, December 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 December 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

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

- P1 Relating to Economic Development and Tourism; presentation providing an update on recent tourism strategy and activity (Stefanie Boe)
- P2 Relating to Parks and Recreation; presentation regarding the Professional Service Leadership and Lifeguarding Collaboration with MUSD and Pima County (Wayne Barnett)

CONSENT AGENDA

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

- C1 Resolution No. 2023-122: Relating to Development; approving a release of assurances for Gladden Farms Block 31 Lots 1 - 115 & Common Areas "A-1"- "A-9" & "B-1"- "B-3" and accepting public roadways, water, and sewer improvements for maintenance (Jason Angell)
- C2 Resolution No. 2023-123: Relating to Development; approving a release of assurances for Gladden Farms Block 37 Lots 1 - 212 & Common Areas "A" & "B" and accepting public roadways, water, and sewer improvements for maintenance (Jason Angell)
- C3 Resolution No. 2022-124: Relating to Development; accepting public improvements for maintenance for QuikTrip Store #1474, located at 6555 W. Twin Peaks Rd. (Jason Angell)

- C4 Resolution No. 2023-125: Relating to the Marana Regional Airport; approving and authorizing the Town Manager to execute an Airport Development Reimbursable Grant Agreement in the amount of \$20,854.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Air Traffic Control Tower Environmental Assessment project (Grant No. E4FSS 01E) (Melissa Weimer)
- C5 Resolution No. 2023-126: Relating to Parks and Recreation; approving and authorizing the Mayor to execute a Facility Use and In-Kind Support and Assistance Agreement between the Town of Marana and Interfaith Community Services (Jim Conroy)
- C6 Resolution No. 2023-127: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, by amending Sections 3-11-1 "Eligibility" and 3-11-2 "Severance Benefits" (Curry C. Hale)
- C7 Resolution No. 2023-128: Relating to Public Works; approving and authorizing the Mayor to execute amendment number 1 to the intergovernmental agreement between the Regional Transportation Authority and the Town of Marana for construction of improvements for Tangerine Road – I-10 to approximately Marana Tech Drive (Jane Fairall)
- C8 Resolution No. 2023-129: Relating to Tourism; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Tucson Bicycle Classic regarding participation in and financial support of the time trial stage of the Tucson Bicycle Classic (Stefanie Boe)
- C9 Resolution No. 2023-130: Relating to Water; approving and authorizing the Mayor to sign the First Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings (David L. Udall)
- C10 Resolution No. 2023-131: Relating to Water; approving and authorizing the Mayor to sign an Agreement for Construction of Water Facilities Under Private Contract for The Safford Apartments (David L. Udall)
- C11 Approval of Regular Council Meeting Summary Minutes of December 5, 2023 (David L. Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

- A1 Resolution No. 2023-132: Relating to Intergovernmental Relations; adopting a 2024 Town of Marana Legislative Policy Priority Program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it (Andrea De La Cruz)

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).

FUTURE AGENDA ITEMS

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

ADJOURNMENT



Council-Regular Meeting

P1

Meeting Date: 12/19/2023

To: Mayor and Council

Submitted For: Stefanie Boe, Tourism and Marketing Manager

From: Stefanie Boe, Tourism and Marketing Manager

Date: December 19, 2023

Strategic Plan Focus Area:
Thriving Commerce

Subject: Relating to Economic Development and Tourism; presentation providing an update on recent tourism strategy and activity (Stefanie Boe)

Discussion:

Discover Marana, the Destination Marketing Organization for the Town of Marana, exists to promote the Town as a premier tourism destination to both visitors and residents. In recent months, Discover Marana has implemented an updated brand, website and marketing plan to reintroduce Discover Marana to the community and visitors, and programs to highlight Marana's unique offerings.

This progress update serves to inform the Town Council and the public on recent tourism-related programs and initiatives.

Staff Recommendation:

Presentation Only.

Suggested Motion:

Presentation Only.

Attachments

No file(s) attached.



Council-Regular Meeting

P2

Meeting Date: 12/19/2023

To: Mayor and Council

Submitted For: Wayne Barnett, Deputy Director Parks & Recreation

From: Wayne Barnett, Deputy Director Parks & Recreation

Date: December 19, 2023

Strategic Plan Focus Area:

Proactive Public Services, Healthy Lifestyles

Subject: Relating to Parks and Recreation; presentation regarding the Professional Service Leadership and Lifeguarding Collaboration with MUSD and Pima County (Wayne Barnett)

Discussion:

The Aquatics industry across the country has experienced a shortage of qualified lifeguards since 2020. Marana Parks and Recreation continues to explore solutions to ensure that aquatic facilities in Marana are fully staffed to provide safe experiences for all visitors. In anticipation of the opening of the Marana Community and Aquatic Center in 2025, Marana Parks and Recreation is collaborating with Marana Unified School District (MUSD) and Pima County Natural Resources, Parks and Recreation (Pima County) to create a pool of eligible lifeguards by working with MUSD students to prepare them to work as lifeguards.

"Professional Service Leadership and Lifesaving" will be a 13-week course offered during the second semester at Marana High School. The course will be offered to Juniors and Seniors as a Physical Education credit, during "0 hour", Monday - Thursday (7:41am - 8:45pm). In addition to classroom work, the course will include 4 opportunities for students to practice water skills. These sessions will be held at Pima County's Thad Terry Pool (NW YMCA). The primary course instructors will be Marana Parks and Recreation staff, Kevin Goodrich, and Allison Rock. They will partner with an MUSD Physical Education Instructor. Kevin and Allison will provide instruction in lifeguarding principles and skills, while MUSD staff will teach the health components of the class. Each week guest speakers will present topics related to community

leadership and public service.

Course curriculum is scheduled to be presented to the MUSD Board for approval on December 14, 2023. Upon approval, the class will be offered beginning January 22, 2024, and will run through April 18, 2024. Marana staff will be responsible for providing instruction during all Monday and Wednesday classes.

The desired outcome of this program is to help students gain valuable lifeguarding skills that will allow them to more easily obtain a lifeguard certification. Additionally, this will increase the pool of lifeguards in the community who are available to work. This program will be a benefit for the Marana community as a whole.

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

No file(s) attached.



Council-Regular Meeting

C1

Meeting Date: 12/19/2023

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Dustin Ward, Development Engineering Division Manager

Date: December 19, 2023

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2023-122: Relating to Development; approving a release of assurances for Gladden Farms Block 31 Lots 1 - 115 & Common Areas "A-1"- "A-9" & "B-1"- "B-3" and accepting public roadways, water, and sewer improvements for maintenance (Jason Angell)

Discussion:

Gladden Farms Block 31 is located south of Moore Road along Mike Etter Blvd. The final plat was recorded in the Pima County Recorder's Office on June 4, 2021, at Sequence 20211550210.

The Town has a third-party trust assurance agreement assuring the completion of improvements needed to serve the subdivision. The subdivider has completed the improvements serving Gladden Farms Block 31 Lots 1-115 acceptable to town standards in accordance with the assurance agreement, including public infrastructure consisting of public streets, a potable water system, and a public sewer system.

If approved, this resolution will release the Gladden Farms Block 31 Lots 1-115 assurances and accept the roadways, water system, and sewer system for maintenance.

Staff Recommendation:

Staff recommends approval of Resolution No. 2023-122.

Suggested Motion:

I move to adopt Resolution No. 2023-122, approving a release of assurances for Gladden Farms Block 31 Lots 1 - 115 & Common Areas "A-1"- "A-9" & "B-1"- "B-3" and accepting public roadways, water, and sewer improvements for maintenance.

Attachments

Resolution No. 2023-122

Location Map

MARANA RESOLUTION NO. 2023-122

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR GLADDEN FARMS BLOCK 31 LOTS 1 - 115 & COMMON AREAS "A-1"- "A-9" & "B-1"- "B-3" AND ACCEPTING PUBLIC ROADWAYS, WATER, AND SEWER IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for “Gladden Farms Block 31 Lots 1 - 115, Common Areas: “A-1”-“A-9” (Landscape, Utilities, Drainage and Grading) & “B-1”-“B-3” (Recreation, Landscape, Utilities, Drainage and Grading) was recorded in the Pima County Recorder’s Office on June 4, 2021 at Sequence 20211550210 (“Gladden Farms Block 31”); and

WHEREAS the Town has a substitute third party trust assurance agreement (the “Assurance Agreement”) with Mattamy Tucson, LLC (the “Subdivider”) and Title Security Agency, LLC, under Trust No 201527R, recorded in the Pima County Recorder’s office on June 4, 2021 at Sequence 20211550255, assuring the completion of public improvements for Gladden Farms Block 31; and

WHEREAS the Subdivider has completed the public improvements for Gladden Farms Block 31 acceptable to Town standards in accordance with the Assurance Agreement.

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

Section 1. The Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.64 miles of the following paved streets as shown on the plat of Gladden Farms Block 31

- N Donaldson Ave
- N Ellie Ave
- W Larkhill Dr
- N Rihl Dr
- W Whitehall Dr

Section 3. The Town accepts for maintenance the potable water system serving Gladden Farms Block 31, consisting of approximately 4,663 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances.

Section 4. The Town accepts for maintenance the sanitary sewer system serving Gladden Farms Block 31, consisting of approximately 4,703 linear feet of conveyance system and appurtenances.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID LINE MONUMENTED BY A FOUND 1 1/2" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A FOUND 1/2" REBAR TAGGED "PCHD3" AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING S00°30'03"E.

BASIS OF ELEVATION

PIMA COUNTY OPUS CONTROL POINT 11S11E17. A "4" ON THE SOUTHEAST CORNER OF A CONCRETE BOX W/GRATE. 41'4" NORTHWEST OF THE WEST QUARTER SECTION 35 AND 16'4" SOUTH OF THE SOUTHEAST CORNER OF A WELL SITE. ELEVATION = 2011.61 (NAVD 88)

GENERAL NOTES

- THE GROSS AREA OF THIS DEVELOPMENT IS 28.78 ACRES; 1,253,607 SQ. FT.
- THE EXISTING ZONING IS F (SPECIFIC PLAN - GLADDEN FARMS II) PER ORDINANCE NO. 2006-03. THE LAND USE DESIGNATION IS SINGLE FAMILY DETACHED 6 (SFD-6).
- THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 115. THE DENSITY IS 4.00 RAC.
- MINIMUM ALLOWABLE LOT SIZE IS 6,000 SQUARE FEET PER THE SFD-6 LAND USE DESIGNATION.
- MINIMUM LOT SIZE: 6,000 SF.
MAXIMUM LOT SIZE: 10,515 SF.
AVERAGE LOT SIZE: 8,854 SF.
- MAXIMUM BUILDING HEIGHT: 30 FEET
- MINIMUM SITE SETBACKS:
FRONT: 10 FEET
MAY BE REDUCED TO 5 FEET WITH SIDE LOADED GARAGE*
FRONT PORCH: 5 FEET*
FRONT-LOADED GARAGE: 20 FEET
SIDE-LOADED GARAGE: 5 FEET*
*MAY NOT ENCRDACH INTO THE PUBLIC UTILITY EASEMENT, IF REQUIRED.
SIDE: 0 FEET
MUST PROVIDE A 3-FOOT ACCESS EASEMENT ON ADJACENT LOT FOR Z-LOT LINES.
STREET: 10 FEET
ACCESSORY STRUCTURES: 5 FEET
REAR: 15 FEET MAY BE REDUCED TO 5 FEET IF FRONT LOADED GARAGE IS RECESSED 10 FEET OR MORE FROM THE FRONT LIVING AREA
MAY BE REDUCED TO 5 FEET WITH REAR-LOADED GARAGE
PATIO STRUCTURES: 5 FEET IF OPEN ON 3 SIDES
ACCESSORY STRUCTURES: 5 FEET
- PARKING SPACES REQUIRED: (2 FOR EACH FAMILY UNIT) = 230 SPACES
PARKING SPACES PROVIDED: (2 PER GARAGE & 2 PER DRIVEWAY) = 460 SPACES
- THE TYPE AND AREA OF LAND USE IS AS FOLLOWS:
COMMON AREA "A" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) IS 0.92 AC, 40,046 SF
COMMON AREA "B" (RECREATION, LANDSCAPE, UTILITIES DRAINAGE AND GRADING) IS 5.87 AC, 255,606 SF
- NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
- APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
- ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
- OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLE EASEMENTS SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30-INCHES AND 72-INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
- THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
- TOTAL MILES OF NEW PUBLIC STREET IS 0.64.
- INSTALLATION OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHT-OF-WAY.
- THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.
- FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE FIRE FLOW REQUIREMENT IS 1,500 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO ARRIVAL OF COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.
- POTABLE WATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY THE TOWN OF MARANA WATER UTILITY AND NON-POTABLE WATER SHALL BE PROVIDED BY THE CORTARO-MARANA IRRIGATION DISTRICT.

GENERAL NOTES - CONTINUED

20. PER THE GLADDEN II SPECIFIC PLAN SECTION III.L, OPEN SPACE, RECREATION, PARKS AND TRAILS CONCEPT AND SECTION IV.C.3.d DEVELOPMENT STANDARDS - SFD-6 LAND USE DESIGNATION, THE MINIMUM AREA (IN SQUARE FEET) FOR PRIVATE, COMMON ON-SITE RECREATION AREAS, SHALL BE 185 SQUARE FEET PER SINGLE FAMILY RESIDENCE. THIS PROJECT SHALL REQUIRE 21,275 SQUARE FEET OF DEVELOPED RECREATION AREA. A TOTAL OF 141,366 SQUARE FEET OF DEVELOPED RECREATION AREA IS PROVIDED IN THE BASIN IN COMMON AREA "B-1".

SEE SHEET 5 FOR ADDITIONAL NOTES

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

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

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

TITLE SECURITY AGENCY LLC., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201527R, AS TRUSTEE ONLY AND NOT OTHERWISE IN ITS CORPORATE CAPACITY.

BY: Diane L. Sloan Sl/8/21
TRUST OFFICER DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

ON THIS 11 DAY OF May, 2021, BEFORE ME PERSONALLY APPEARED Diane L. Sloan WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF TITLE SECURITY AGENCY LLC. TRUST NO. 201527R, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

07-11-2023
MY COMMISSION EXPIRES

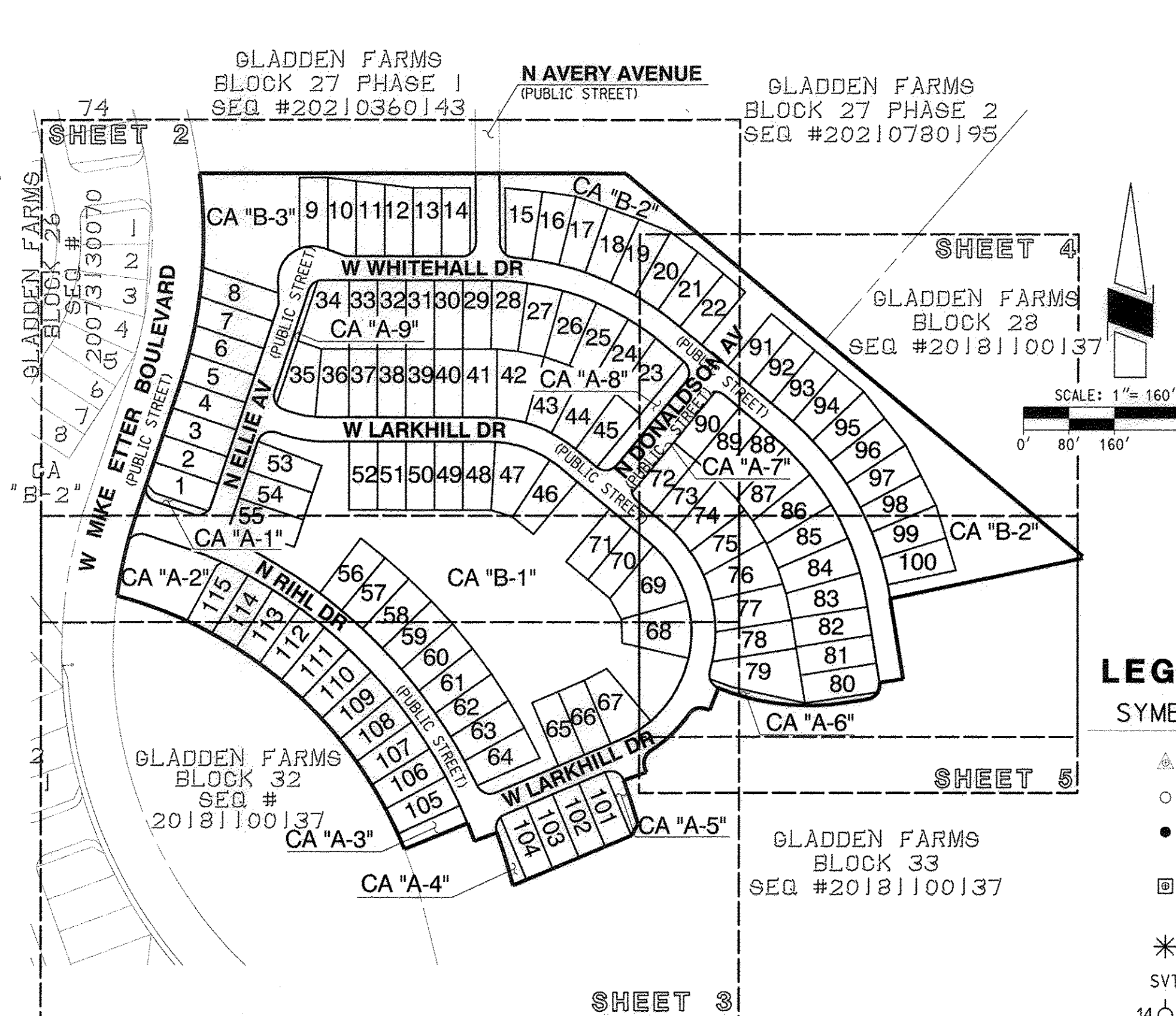
BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 201527R, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

MATTAMY TUCSON, LLC, A DELAWARE LIMITED LIABILITY COMPANY
3561 EAST SUNRISE DRIVE SUITE #247
TUCSON, AZ 85718

ADMINISTRATIVE ADDRESS

10552 WEST MIKE ETTER BOULEVARD, MARANA, ARIZONA 85635



ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST FROM TITLE SECURITY AGENCY LLC., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201527R, FOR LOTS 1-115 AND ASSOCIATED COMMON AREAS AS RECORDED IN SEQ #20211550210 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: 21 June 6-3-2021
TOWN OF MARANA DATE

RECORDING

SEQ: #20211550210

FEE: \$54.00

STATE OF ARIZONA } SS.

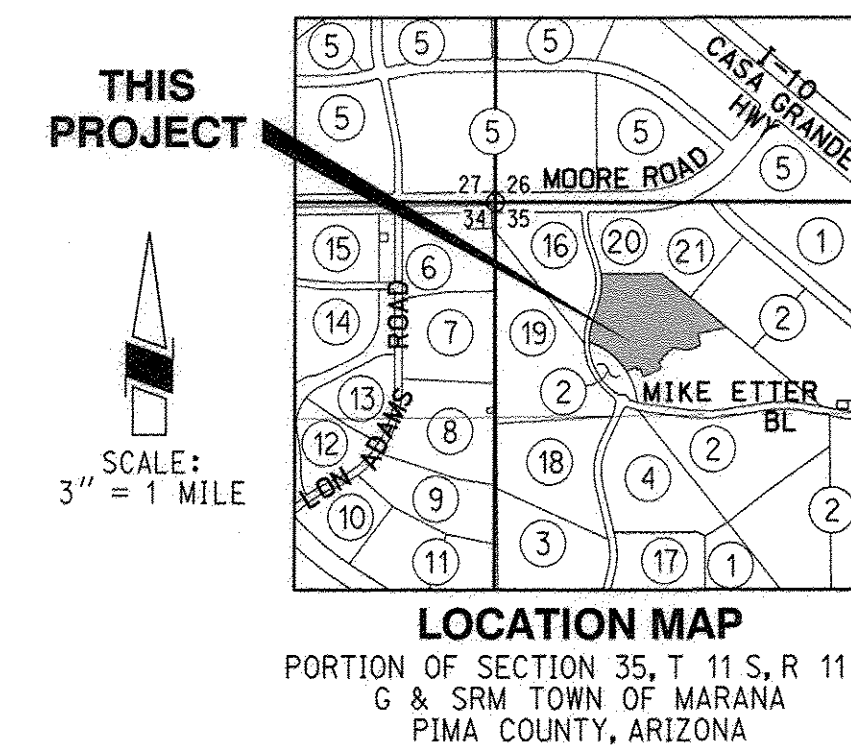
COUNTY OF PIMA }

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.
DATE June 4, 2021
TIME 11:50 AM
WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN
GABRIELLA CAZARES-KELLY, COUNTY RECORDER
BY: Diane L. Sloan DEPUTY

CERTIFICATION OF SURVEY

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

- SEQ #20071020612
- SEQ #20181100137
- SEQ #20121740308
- SEQ #20193310053
- SEQ #20201810353
- SEQ #20040110791
- SEQ #20032160454
- SEQ #20052030148
- SEQ #20051970423
- SEQ #20061300698
- SEQ #20072170310
- SEQ #20060970432
- SEQ #20051750608
- SEQ #20032160452
- SEQ #20040700645
- SEQ #20173130070
- SEQ #20190530029
- SEQ #20182500081
- SEQ #20192910094
- SEQ #20210360143
- SEQ #20210780195



SHEET INDEX

- COVER SHEET
- 2-5 FINAL PLAT SHEETS AND TABLES

Maps not picked up in 45 days will be recycled. 6/14/2021

LEGEND

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

TOWN OF MARANA APPROVALS

MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER 5/19/21
MARANA DEVELOPMENT SERVICES DIRECTOR 5/19/21
MARANA WATER DIRECTOR 5/24/21

CERTIFICATION

I, Cherry Lawson CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE 1 DAY OF June 2021.
Cherry Lawson 6/3/2021
CLERK OF THE TOWN OF MARANA DATE

ASSURED WATER SUPPLY

A CERTIFICATE OF ASSURED WATER SUPPLY HAS BEEN RECEIVED FROM THE DIRECTOR OF WATER RESOURCES.
Cherry Lawson 5/24/21
MARANA WATER DIRECTOR DATE

FINAL PLAT FOR GLADDEN FARMS BLOCK 31

LOTS 1 - 115 & COMMON AREAS "A-1"-"A-9" & "B-1"-"B-3"
COMMON AREA "A-1" THRU "A-9" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B-1" THRU "B-3" (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

BEING A RESUBDIVISION OF A PORTIONS OF BLOCK 31 AND 33 OF GLADDEN FARMS 28.31-34, 37, 38, 42 & 43
SEQ #20181100137, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST
GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PRV2009-003 PRV1710-002 PCZ1708-002 PRV2101-004
13-MAY-2021 12:28 SHEET 1 OF 5

LOCATION MAP

(a) County of Recordation PIMA
(b) Date of Recording 06/04/2021
(c) Fee/Recording Number 20211550210

17479 DOUGLAS E. SCHNEIDER
5/19/21
ARIZONA U.S.A.

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Council-Regular Meeting

C2

Meeting Date: 12/19/2023

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Dustin Ward, Development Engineering Division Manager

Date: December 19, 2023

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2023-123: Relating to Development; approving a release of assurances for Gladden Farms Block 37 Lots 1 - 212 & Common Areas "A" & "B" and accepting public roadways, water, and sewer improvements for maintenance (Jason Angell)

Discussion:

Gladden Farms Block 37 is located south of Moore Road along the south side of Mike Etter Blvd. The final plat was recorded at the Pima County Recorder's Office on October 28, 2021, at Sequence 20213010090.

The Town has a third-party trust assurance agreement assuring the completion of improvements needed to serve the subdivision. The subdivider has completed the improvements serving Gladden Farms Block 37 acceptable to town standards in accordance with the assurance agreement, including the completion of public infrastructure consisting of public streets, a potable water system, and a public sewer system.

If approved, this resolution will release the Gladden Farms Block 37 assurances and accept the roadways, water system, and sewer system for maintenance.

Staff Recommendation:

Staff recommends approving Resolution No. 2023-123.

Suggested Motion:

I move to adopt Resolution No. 2023-123, approving a release of assurances for Gladden Farms Block 37 Lots 1 - 212 & Common Areas "A" & "B" and accepting public roadways, water, and sewer improvements for maintenance.

Attachments

Resolution No. 2023-123

Location Map

MARANA RESOLUTION NO. 2023-123

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR GLADDEN FARMS BLOCK 37 LOTS 1 - 212 & COMMON AREAS "A" & "B" AND ACCEPTING PUBLIC ROADWAYS, WATER, AND SEWER IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for Gladden Farms Block 37 Lots 1 - 212 & Common Areas: "A-1" thru "A-14": (Landscape, Utilities, Grading, And Drainage) "B-1" thru "B-5" (Recreation, Landscape, Utilities, Grading And Drainage) was recorded in the Pima County Recorder's Office on October 28, 2021 at Sequence 20213010090 ("Gladden Farms Block 37"); and

WHEREAS the Town has a substitute third party trust assurance agreement (the "Assurance Agreement") with Lennar Arizona, Inc. (the "Subdivider") and Title Security Agency, Inc, Trust number 202104-S, recorded in the Pima County Recorder's office on April 22, 2022 at Sequence 20221120076, assuring the completion of Public improvements for Gladden Farms Block 37; and

WHEREAS the Subdivider has completed the Public improvements for Gladden Farms Block 37 acceptable to Town standards in accordance with the Assurance Agreement.

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

Section 1. The Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 1.59 miles of the following paved streets as shown on the plat of Gladden Farms Block 37

- W Beaman Ln
- W Kerrigan Ln
- W Washburn St
- W Vandever Dr
- N Collamer Dr
- N Olin Ave
- N Birchfield Dr
- N Pomeroy Ave
- N Chandler Dr
- N Portus Dr
- N Hamlin Dr

Section 3. The Town accepts for maintenance the potable water system serving Gladden Farms Block 37, consisting of approximately 8,046 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances.

Section 4. The Town accepts for maintenance the sanitary sewer system serving Gladden Farms Block 37, consisting of approximately 8,342 linear feet of conveyance system and appurtenances.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID LINE MONUMENTED BY A FOUND 1 1/2" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A FOUND 1/2" REBAR TAGGED "PCHD3" AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING 500°30'03"E.

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 52.295 ACRES; 2,277,971 SQUARE FEET.
2. THE EXISTING ZONING IS F (SPECIFIC PLAN - GLADDEN FARMS II) PER ORDINANCE NO. 2006.03. THE LAND USE DESIGNATION IS HIGH DENSITY RESIDENTIAL (HDR).
3. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 212. THE DENSITY IS 4.05 RAC.
4. MINIMUM ALLOWABLE LOT SIZE FOR SMALL-LOT SINGLE-FAMILY DETACHED IS 3,500 SQUARE FEET PER THE HDR LAND USE DESIGNATION.
5. MINIMUM LOT SIZE: 4,792 SF.
MAXIMUM LOT SIZE: 10,834 SF.
AVERAGE LOT SIZE: 6,251 SF.
6. MAXIMUM BUILDING HEIGHT: 30 FEET
7. MINIMUM SITE SETBACKS:
FRONT: 10 FEET
MAY BE REDUCED TO 5 FEET WITH SIDE LOADED GARAGE*
FRONT PORCH: 5 FEET*
FRONT-LOADED GARAGE: 20 FEET
SIDE-LOADED GARAGE: 5 FEET*
* MAY NOT ENCRUCH INTO THE PUBLIC UTILITY EASEMENT, IF REQUIRED.
SIDE: 0 FEET
MUST PROVIDE A 3-FOOT ACCESS EASEMENT ON ADJACENT LOT FOR Z-LOT LINES.
ACCESSORY STRUCTURES: 5 FEET
REAR: 10 FEET
MAY BE REDUCED TO 5 FEET WITH REAR-LOADED GARAGE
PATIO STRUCTURES: 5 FEET IF OPEN ON 3 SIDES
8. PARKING SPACES REQUIRED: (2 FOR EACH FAMILY UNIT WITHIN A FULLY ENCLOSED GARAGE) = 424 SPACES
PARKING SPACES PROVIDED: (2 PER GARAGE & 2 PER DRIVEWAY) = 848 SPACES
9. THE TYPE AND AREA OF LAND USE IS AS FOLLOWS:
COMMON AREA "A" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) IS 2.23 AC, 97,108 SF
COMMON AREA "B" (RECREATION, LANDSCAPE, UTILITIES DRAINAGE AND GRADING) IS 9.64 AC, 420,044 SF
10. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
11. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW. NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
12. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
13. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLE EASEMENTS SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30-INCHES AND 72-INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
15. TOTAL MILES OF NEW PUBLIC STREET IS 1.59.
16. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
17. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.
18. FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE FIRE FLOW REQUIREMENT IS 1,500 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO ARRIVAL OF COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.
19. POTABLE WATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY THE TOWN OF MARANA WATER UTILITY AND NON-POTABLE WATER SHALL BE PROVIDED BY THE CORTARO-MARANA IRRIGATION DISTRICT.
20. INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH IMPROVEMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH STATE STATUTES.

GENERAL NOTES - CONTINUED

21. PER THE GLADDEN II SPECIFIC PLAN SECTION III.L, OPEN SPACE, RECREATION, PARKS AND TRAILS CONCEPT AND SECTION IV.C.4.E DEVELOPMENT STANDARDS - HDR LAND USE DESIGNATION, THE MINIMUM AREA (IN SQUARE FEET) FOR PRIVATE, COMMON ON-SITE RECREATION AREAS, SHALL BE 185 SQUARE FEET PER SINGLE FAMILY RESIDENCE. THIS PROJECT SHALL REQUIRE 39,220 SQUARE FEET OF DEVELOPED RECREATION AREA. A TOTAL OF 86,618 SQUARE FEET OF DEVELOPED RECREATION AREA IS PROVIDED IN THE BASIN IN COMMON AREAS "B-1", "B-3" AND "B-5".
22. AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA FOR THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO AIRCRAFT NOISE AND AIRCRAFT OVERFLIGHT. AVIGATION EASEMENT AND RELEASE RECORDED AT DOCKET 13063, PAGE 4202.

SEE SHEET 6 FOR ADDITIONAL NOTES

DEDICATION

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

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

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

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

TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202104-S, AS TRUSTEE ONLY AND NOT OTHERWISE IN ITS CORPORATE CAPACITY.

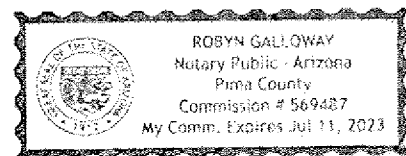
BY: [Signature] DATE 9/28/21
TRUST OFFICIAL

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

ON THIS 28th DAY OF September, 2021, BEFORE ME PERSONALLY APPEARED Dianne L. Elmore WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF TITLE SECURITY AGENCY, L.L.C. TRUST NO. 202104-S, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

BY: [Signature]
MY COMMISSION EXPIRES 07-11-2023



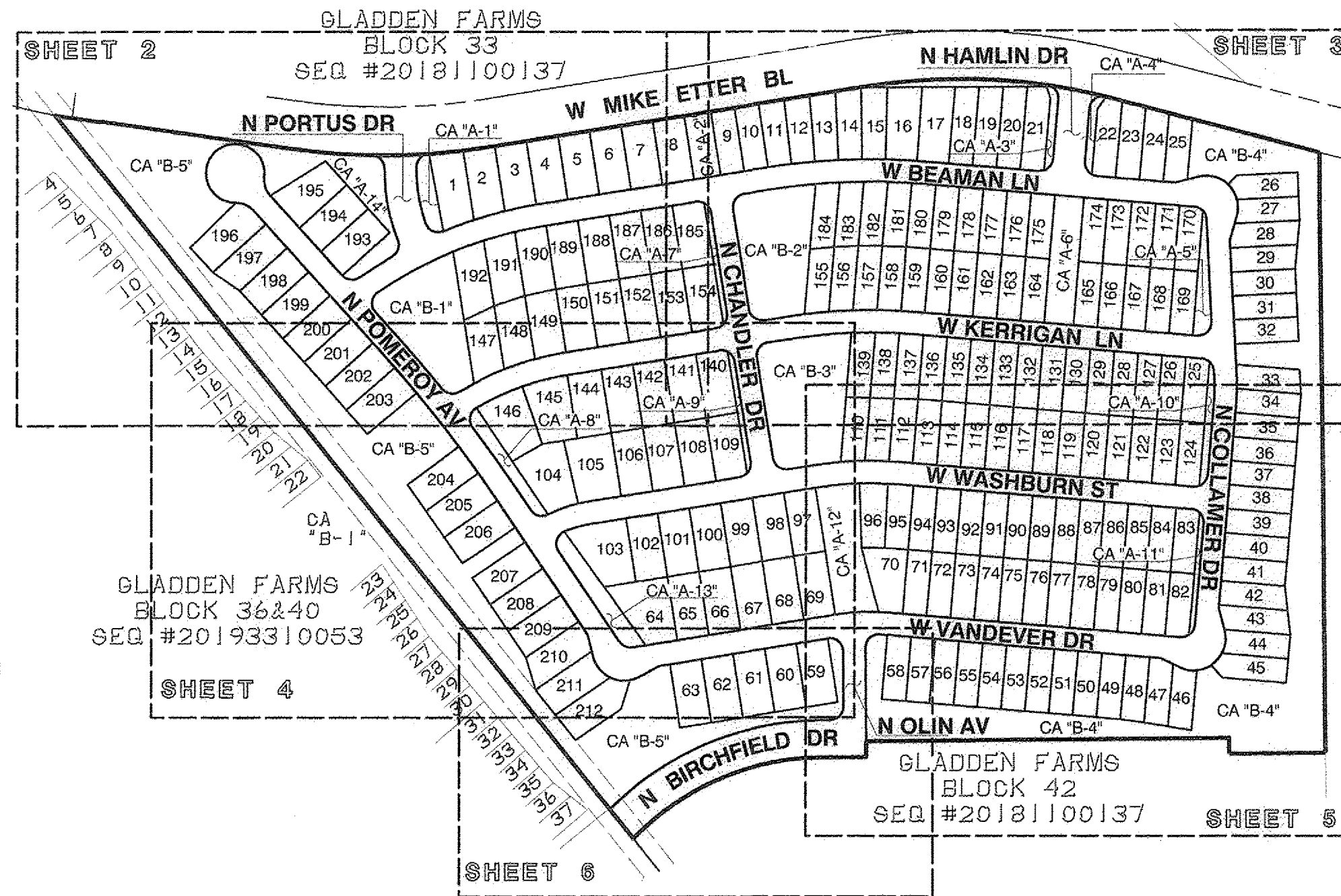
BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 202104-S, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

LENNAR ARIZONA INC. AN ARIZONA CORPORATION
3275 WEST INA ROAD, SUITE 2216
TUCSON, ARIZONA 85741

ADMINISTRATIVE ADDRESS

10651 WEST MIKE ETTER BOULEVARD, MARANA, ARIZONA 85718



ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST FROM TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202104-S, FOR LOTS 1-212 AND ASSOCIATED COMMON AREAS AS RECORDED IN SEQ #2021 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: [Signature] DATE 10-27-2021
TOWN OF MARANA

RECORDING

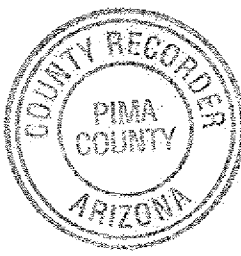
SEQ: #2021 3010090

FEE: \$64.00

STATE OF ARIZONA }

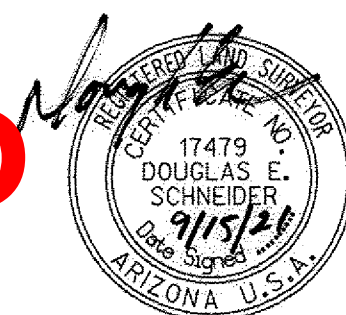
COUNTY OF PIMA }

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.
DATE October 28, 2021
TIME 9:53
WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN
GABRIELLA CAZARES-KELLY, COUNTY RECORDER
BY: [Signature] DEPUTY



CERTIFICATION OF SURVEY

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



- 1 SEQ #20071020612
- 2 SEQ #20181100137
- 3 SEQ #202121740308
- 4 SEQ #20071071340
- 5 SEQ #20201810353
- 6 SEQ #20040110791
- 7 SEQ #20032160454
- 8 SEQ #20052030148
- 9 SEQ #20051970423
- 10 SEQ #20061300698
- 11 SEQ #20072170310
- 12 SEQ #20060970432
- 13 SEQ #20051750608
- 14 SEQ #20032160452
- 15 SEQ #20040700645
- 16 SEQ #20173130070
- 17 SEQ #20190530029
- 18 SEQ #20182500081
- 19 SEQ #20192910094
- 20 SEQ #20193310053
- 21 SEQ #20210360143
- 22 SEQ #20210780195
- 23 SEQ #202111550210

LEGEND

SYMBOL	ITEM
	BOUNDARY MONUMENT NOT SET DUE TO ONGOING CONSTRUCTION
	FOUND SURVEY MONUMENT, AS NOTED
	LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE 20)
	2" BRASS CAP SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION CONSTRUCTION
	DRIVEWAY ORIENTATION ON LOTS
	SIGHT VISIBILITY TRIANGLE
	QUARTER SECTION CORNER
	LOT NUMBER
	EXIST R/W
	SECTION LINE
	SUBDIVISION BOUNDARY
	LOT LINE
	CENTERLINE
	EASEMENT BOUNDARY

TOWN OF MARANA APPROVALS

MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER [Signature] P.E. 10/27/21 DATE
MARANA DEVELOPMENT SERVICES DIRECTOR [Signature] 9/28/21 DATE
MARANA WATER DIRECTOR [Signature] 10/1/2021 DATE

CERTIFICATION

I, Cherry L. Lewis, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE 19 DAY OF October, 2021.
[Signature] 10/27/2021 DATE
CLERK OF THE TOWN OF MARANA

ASSURED WATER SUPPLY

A CERTIFICATE OF ASSURED WATER SUPPLY HAS BEEN RECEIVED FROM THE DIRECTOR OF WATER RESOURCES.
[Signature] 10/1/2021 DATE
MARANA WATER DIRECTOR

FINAL PLAT FOR
GLADDEN FARMS
BLOCK 37

LOTS 1 - 212 & COMMON AREAS "A" & "B"
COMMON AREA "A-1" THRU "A-14" (LANDSCAPE, UTILITIES, GRADING AND DRAINAGE)
COMMON AREA "B-1" THRU "B-5" (RECREATION, LANDSCAPE, UTILITIES, GRADING AND DRAINAGE)
BEING A RESUBDIVISION OF BLOCK 37 AND A PORTION OF BLOCK 42
OF GLADDEN FARMS BLOCKS 28, 31-34, 37, 38, 42 & 43 SEQ #20181100137, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2010-002, PRV2105-001
SHEET 1 OF 6



3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

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(a) County of Recording PIMA
(b) Date of Recording 10/28/2021
(c) Fee/Recording Number 20213010090



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15-SEP-2021 13:24

SEQUENCE #2021

20213010090-1

SEQUENCE #2021

20213010090-1



Council-Regular Meeting

C3

Meeting Date: 12/19/2023

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Dustin Ward, Development Engineering Division Manager

Date: December 19, 2023

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2022-124: Relating to Development; accepting public improvements for maintenance for QuikTrip Store #1474, located at 6555 W. Twin Peaks Rd. (Jason Angell)

Discussion:

Quicktrip Store #1474 is located at the southwest corner of Twin Peaks Rd. and Marana Center Blvd. The final plat for Quicktrip Store #1474 (Final Plat for Marana Center Tract A Lots 1 and 2) was recorded at the Pima County Recorder's Office on December 10, 2021, at Sequence Number 20213440113.

The developer has completed the improvements serving the Quicktrip Store #1474 acceptable to town standards, including public infrastructure consisting of a right turn lane on Twin Peaks Rd. and public water infrastructure.

If approved, this resolution will accept the roadway and water improvements for maintenance.

Staff Recommendation:

Staff recommends approving Resolution No. 2023-124.

Suggested Motion:

I move to adopt Resolution No. 2023-124, accepting public improvements for maintenance for QuikTrip Store #1474, located at 6555 W. Twin Peaks Rd.

Attachments

Resolution No. 2023-124

Location Map

MARANA RESOLUTION NO. 2023-124

RELATING TO DEVELOPMENT; ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE FOR QUIKTRIP STORE #1474, LOCATED AT 6555 W. TWIN PEAKS RD.

WHEREAS the final plat for Marana Center Tract A Lots 1 and 2 was recorded in the Pima County Recorder's Office on December 10, 2021, at Sequence 20213440113 (the "QuikTrip Development"); and

WHEREAS the Town has reviewed and approved the construction of the public improvements for the QuikTrip Development under Marana project number ENG2108-009, consisting of Offsite Paving Plans, and under DPP2108-003, consisting of a Development Plan Package for the section of the water infrastructure constructed as a public water infrastructure; and

WHEREAS both plan sets are on file with the Town of Marana; and

WHEREAS the Developer has completed the public improvements for the QuikTrip Development acceptable to Town standards in accordance with the approved construction documents.

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

Section 1. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.06 miles of the paved right turn lane described and depicted in the construction documents under Marana project number ENG2108-009.

Section 2. The Town accepts for maintenance the potable water system serving QuikTrip Store #1474, consisting of approximately 118 linear feet of potable water line, water meters, valves, fire hydrants, and appurtenances as described and depicted in the construction documents under Marana project number DPP2108-003.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION = 2,179,495 SQ.FT. OR 50.0343 ACRES, MORE OR LESS.
2. THE PROJECT IS LOCATED WITHIN THE MARANA SPECTRUM SPECIFIC PLAN, ORDINANCE NO. 2007.19, AMENDED ORDINANCE NO. 2014.010.
3. THE NUMBER OF LOTS IS 2. THE GROSS AREA FOR LOT 1 IS 95,882 SQ. FT. OR 2.201 ACRES, MORE OR LESS. THE GROSS AREA FOR LOT 2 IS 2,083,613 SQ. FT. OR 47.833 ACRES MORE OR LESS.
4. THE MAXIMUM BUILDING HEIGHT IS 50 FEET; 65 FEET; AND 75 FEET PER THE MARANA SPECTRUM SPECIFIC PLAN.
5. MINIMUM BUILDING SETBACKS SHALL BE PER THE MARANA SPECTRUM SPECIFIC PLAN.
6. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA, TOWN COUNCIL.
7. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
8. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
9. 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.
10. NO NEW STREETS WILL BE CONSTRUCTED.
11. THE NUMBER OF MILES OF NEW ROAD, PUBLIC OR PRIVATE, IS 0.
12. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY. A PORTION OF THE REQUIRED LANDSCAPE BUFFER, ALONG TWIN PEAKS, WILL BE PROVIDED WITHIN THE PUBLIC RIGHT-OF-WAY, WITH APPROVAL OF THE APPROPRIATE LICENSE AGREEMENT AND RIGHT-OF-WAY USE PERMIT, BY THE TOWN OF MARANA.
13. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER DEPARTMENT SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. §45-576, MARANA WATER WILL BE THE WATER PROVIDER.
14. THIS PROJECT IS LOCATED IN FLOOD ZONE X, AREA OF MINIMAL FLOODING AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY LETTER OF MAP REVISION (LOMR), CASE NO. 08-09-1641R WITH AN EFFECTIVE DATE OF NOVEMBER 9, 2016.
15. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
16. EXISTING AT&T BLANKET EASEMENT PER BOOK 103 OF MISCELLANEOUS, PAGE 225 MAY AFFECT THIS PLAT.
17. DEVELOPMENT WITHIN THE PLAT AREA IS SUBJECT TO THE MARANA SPECTRUM DEVELOPMENT AGREEMENT AND SUBSEQUENT AMENDMENTS INCLUDING THOSE ADOPTED UNDER MARANA RESOLUTION NO'S. 2007-229, 2010-080, AND 2013-110.

ASSURANCES

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

BY [Signature] 12-8-2021
TOWN OF MARANA DATE

BASIS OF BEARINGS

THE CENTERLINE OF MARANA CENTER BOULEVARD, PER SEQUENCE 20142340180, P.C.R., SHOWN HEREON AS BEARING N42°16'52"W.

BASIS OF ELEVATION

PIMA COUNTY OPUS CONTROL POINT 12S125-P17, BEING A 3" REBAR +/- 42.4 FEET SOUTH OF THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 12 EAST G.&S.R.M. ELEVATION = 2154.19' (NAVD88 DATUM - CITY OF TUCSON - TOWN OF MARANA)

TOWN OF MARANA APPROVALS

BY [Signature] P.E. 60821
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER DATE
BY [Signature] 12/6/21
MARANA PLANNING MANAGER DATE

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT APPROVAL

BY [Signature] 12/2/2021
PCRWDR DIRECTOR DATE

CERTIFICATION

I, Cherry L. Lawson, CLERK OF THE TOWN OF MARANA
HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE 7 DAY OF December, 2021.

BY [Signature] 12/2/21
CLERK OF THE TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

BY [Signature] 12/6/2021
MARANA WATER DIRECTOR DATE

DEDICATION

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.

OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSES NOTED ON THIS PLAT.

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, 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.

VP MARANA INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: VINTAGE PARTNERS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,
ITS: MANAGER

BY: EDWARD & COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,
ITS: ADMINISTRATIVE MEMBER

BY: [Signature]
MARK E. ORTMAN, JR., ITS MANAGER

VP MARANA INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY

ACKNOWLEDGEMENT

STATE OF Arizona)
COUNTY OF Maricopa) S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 29th DAY OF November, 2021, BY Mark E. Ortmann THE Manager OF EDWARD & COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE ADMINISTRATIVE MEMBER OF VINTAGE PARTNERS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE MANAGER OF VP MARANA INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF SUCH COMPANIES.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC [Signature]

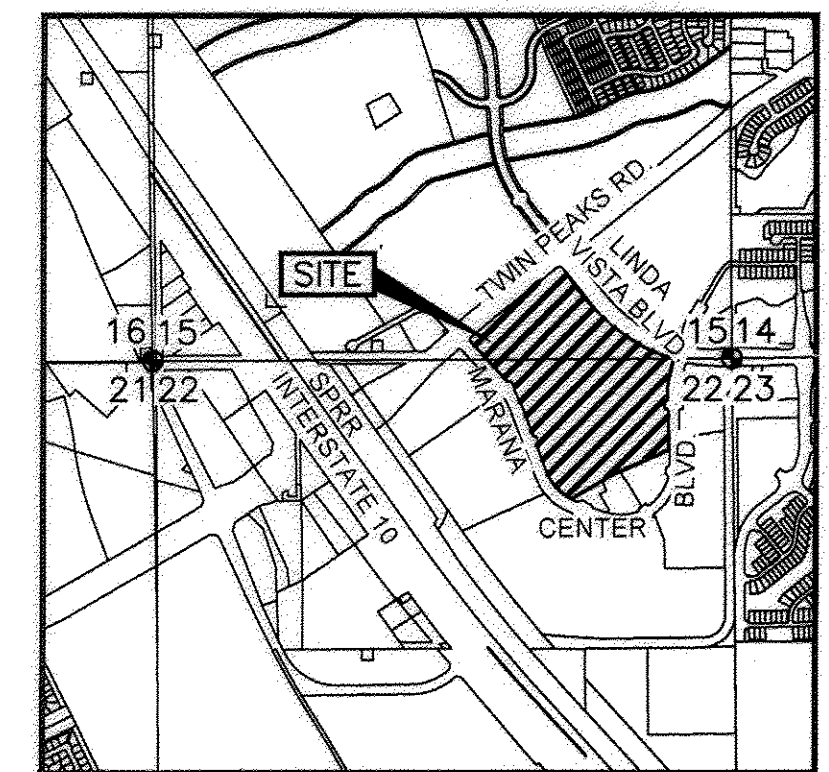
MY COMMISSION EXPIRES 04-06-23

RECORDING

Sequence 20213440113
Fee 151.00
State of Arizona
County of Pima
I hereby certify that the instrument was filed for record at the request
Of The WLB Group, Inc.
Date December 10, 2021
Time 10:22 am
Witness my hand and Official Seal
day and year above written.
GABRIELLA CAZARES-KELLY, County Recorder
BY [Signature] Deputy

OWNER

VP MARANA INVESTMENTS, LLC
2502 E. CAMELBACK ROAD SITE 214
PHOENIX, ARIZONA 85016-4284
PHONE: 602-955-9222
EMAIL: INFO@VINTAGEVP.COM



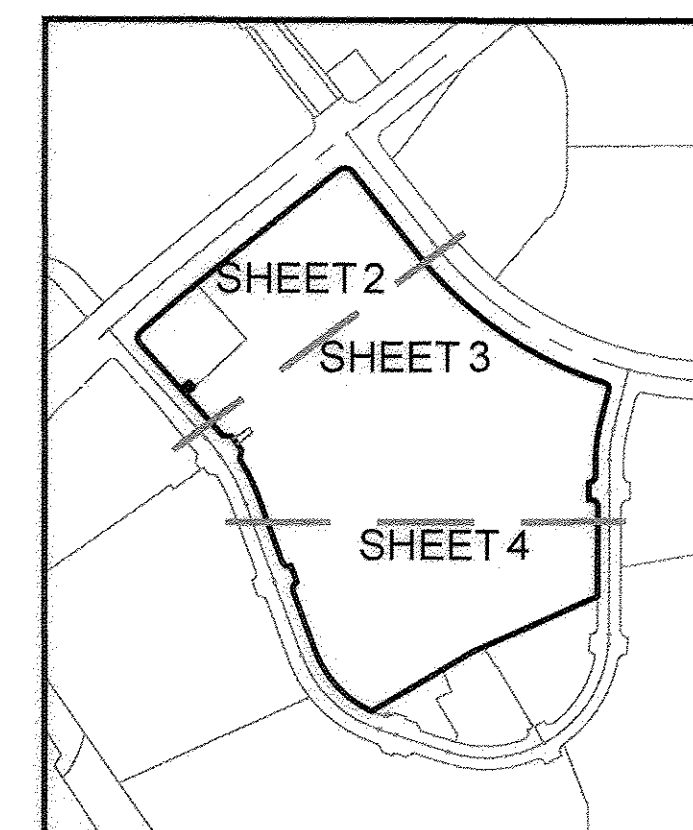
SCALE 3"=1' MILE

LOCATION PLAN

A PORTION OF SECTIONS 15 & 22, T. 12 S., R. 12 E., G.&S.R.M.,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- PROPERTY LINE
- CENTER LINE
- SECTION LINE
- FOUND MONUMENT TAGGED RLS 27239
- PROPERTY CORNER TO BE SET BY AN ARIZONA RLS
- SECTION CORNER / QUARTER SECTION CORNER
- FND IR TAGGED LS 27239 OR OTHERWISE NOTED.
- SHEET MATCHLINE



SHEET INDEX MAP

N.T.S.

SHEET 1..... COVER PAGE
SHEET 2-4..... PLAN SHEETS
SHEET 5..... WATER & SEWER EASEMENT DETAIL

CERTIFICATION OF ENGINEERING

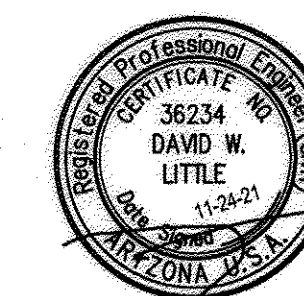
I HEREBY CERTIFY THAT THE FLOODPRONE LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.

DAVID W. LITTLE P.E. NO 36234

CERTIFICATION

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

PETER D. COTE RLS NO. 44121



Location Map

(a) County of Recording PIMA
(b) Date of Recording 12/10/2021
(c) Fee/Recording Number 20213440113



FINAL PLAT MARANA CENTER TRACT A

LOTS 1 AND 2

BEING A RE-SUBDIVISION OF TRACT "A" OF MARANA CENTER, PARCEL 1 RE-SUBDIVISION, AS RECORDED IN SEQUENCE 20160220176, IN THE OFFICE OF THE PIMA COUNTY RECORDER, WITHIN THE SOUTH HALF OF SECTION 15, AND THE NORTH HALF OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

PROJECT NO. PRV2109-002
PCZ-06087; PRV14013F AND PRV1510-001

WLB JOB NO. 121005-A-003 AUGUST 2021

SHEET 1 OF 5

SEQUENCE NUMBER:

ADMINISTRATIVE ADDRESS FOR THIS PROJECT IS 6397 W. LINDA VISTA BLVD, TUCSON, AZ 85742

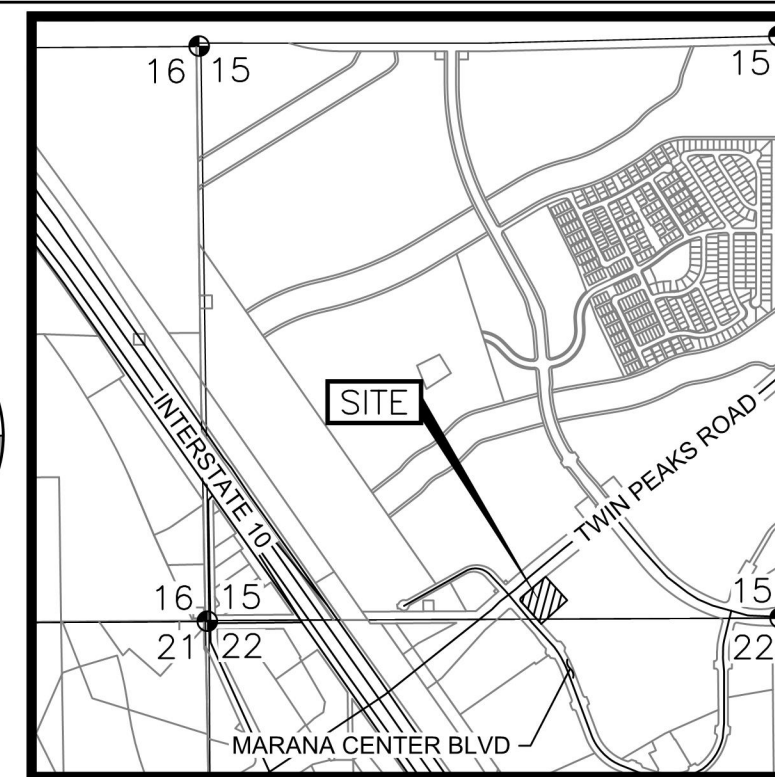
Marana Regular Town Council Meeting Agenda Packet
December 19, 2023

The WLB Group

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

SEQUENCE NUMBER:

Marana Regular Town Council Meeting Agenda Packet
December 19, 2023



3"=1 MILE
BEING A PORTION OF SECTION 15, T12S,
R12E, & SECTION 22, T12S, R12E, G&SR
TOWN OF MARANA, PIMA COUNTY, ARIZONA

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

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

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

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

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

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

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

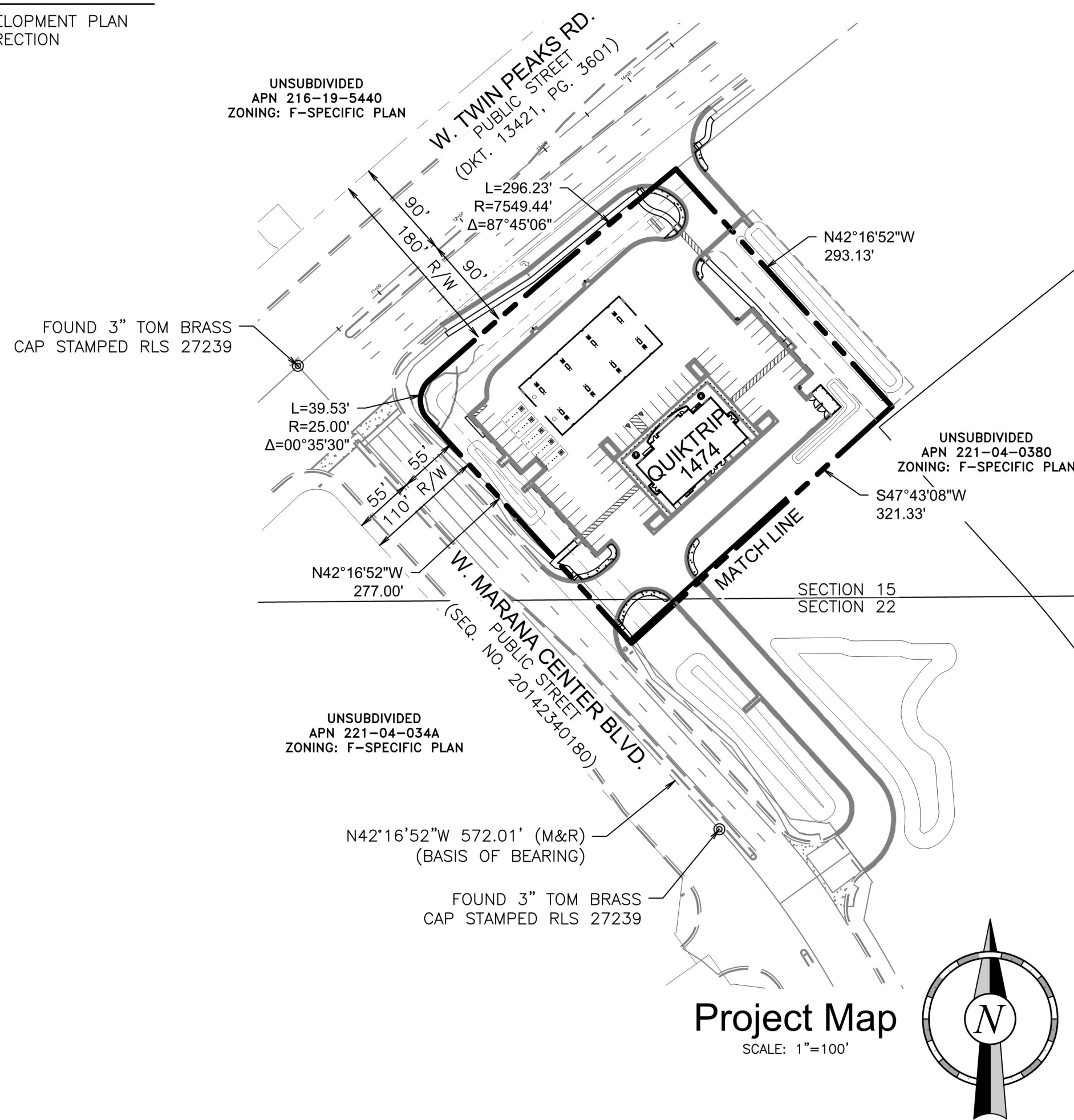
QT CIVIL PROJECT MANAGER
QUIKTRIP CORPORATION
ASHLEY GOODRICH
4705 SOUTH 129TH EAST AVE
TULSA, OK 74134
TEL: (918) 615-7273
AGOODRIC@QUIKTRIP.COM

		PARKING SPACES PROVIDED
STANDARD PARKING PROVIDED		48 SPACES
HANDICAP PARKING PROVIDED		2 SPACES
TOTAL SPACES PROVIDED		50 SPACES
BICYCLE PARKING PROVIDED		9 SPACES

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

BM-1 PIMA COUNTY OPUS CONTROL POINT 12S125-P17, BEING A 1/2" REBAR BEING 42.4'± SOUTH OF THE EAST QUARTER CORNER OF SECTION 12, T12S, R12E, G&SRM.
ELEVATION = 2154.19' (NAVD88 DATUM)

THE CENTERLINE OF MARANA CENTER BOULEVARD, PER SEQUENCE NO.
20142340180, P.C.R..
SAID BEARING BEING N 42°16'52" W AS SHOWN HEREON.



FEATURE	NEW	EXISTING	FEATURE	NEW	EXISTING	FEATURE	NEW	EXISTING
SANITARY SEWER MANHOLE			FIRE HYDRANT			SLOPE RATIO (RUN:RISE)		
CLEANOUT			CURB OPENING			MAJOR CONTOUR		
POWER POLE			MOUNTABLE CURB W/RADIUS PROTECTOR			MINOR CONTOUR		
WATER VALVE			RADIUS PROTECTOR			TRANSFORMER		
WATER METER			MOUNTABLE CURB			FUEL SYSTEM ACCESS MANWAY		
GAS METER			AREA LIGHT			GRADING LIMITS		
ELECTRIC/TELEPHONE BOX			CONCRETE CURB AND GUTTER			WATER SURFACE ELEVATION		
TELEPHONE PEDESTAL			BOUNDARY LINE/ RIGHT-OF-WAY			FLOW ARROW		
CENTER LINE			STORM GRATE			DRAINAGE ARROW		
OVERHEAD ELECTRIC			SPOT ELEVATION			BACKFLOW PREVENTOR		
UNDERGROUND ELECTRIC/BLUE STAKE			STORM PIPE (10" AND SMALLER)			RIPRAP		
WATER LINE/BLUE STAKE			STORM PIPE (12" AND LARGER)			NUMBER OF STANDARD PARKING SPACES IN ROW		
GAS LINE/BLUE STAKE			FENCE			MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS		
SANITARY SEWER LINE			100 YR FLOODPLAIN LIMITS			SCREEN WALL		
UNDERGROUND TELEPHONE			SLOPE PERCENTAGE (RISE/RUN)					
UNDERGROUND CABLE								

* FOR QUIKTRIP PURPOSES ONLY
** PROVIDED UNDER SEPARATE COVER

NO.	CITY SHEET NO	TITLE	3'
C001	1	COVER SHEET	BEING A PORTION
C002	2	GENERAL NOTES	R12E, & SECTION
C003	3	T.O.M. GENERAL NOTES AND STANDARD DETAILS	TOWN OF MARANA
C030	4	DEMOLITION PLAN SHEET 1	
C031	5	DEMOLITION PLAN SHEET 2	
C100	6	SITE PLAN SHEET 1	
C101	7	SITE PLAN SHEET 2	
C110	8	GRADING PLAN SHEET 1	
C111	9	GRADING PLAN SHEET 2	
C112	10	DETAILED GRADING PLAN	
C113	11	DETAILED CANOPY GRADING PLAN	
C114	12	ADA COMPLIANCE REFERENCE PLAN	
C120	13	STORM PLAN SHEET 1	
C121	14	STORM PLAN SHEET 2	
C130A	15	ASPHALT PAVING PLAN SHEET 1	
C131A	16	ASPHALT PAVING PLAN SHEET 2	
C130B	17	CONCRETE PAVING PLAN SHEET 1	
C131B	18	CONCRETE PAVING PLAN SHEET 2	
C132	19	BUILDING PAVING PLAN	
** C140	--	STORMWATER POLLUTION PREVENTION PLAN COVER	
** C141	--	STORMWATER POLLUTION PREVENTION PLAN NOTES	
** C142	--	STORMWATER POLLUTION PREVENTION PLAN INSPECTION SHEET	
** C143	--	EROSION CONTROL PHASE 1 SHEET 1	
** C144	--	EROSION CONTROL PHASE 1 SHEET 2	
** C145	--	EROSION CONTROL PHASE 2 SHEET 1	
** C146	--	EROSION CONTROL PHASE 2 SHEET 2	
C150	20	UTILITY PLAN SHEET 1	
C151	21	UTILITY PLAN SHEET 2	
* C170	--	SECURITY PLAN	
** C200	--	OFFSITE IMPROVEMENT PLAN COVER	
** C201	--	OFFSITE GENERAL NOTES	
** C202	--	OFFSITE RIGHT TURN LANE	
** C203	--	OFFSITE DETAILED GRADING PLAN	
** C204	--	OFFSITE PLAN DETAIL SHEET	
** C300	--	PUBLIC SEWER PLAN COVER	
** C301	--	T.O.M. GENERAL NOTES AND STANDARD DETAILS	
** C302	--	PUBLIC SEWER PLAN GENERAL NOTES	
** C303	--	PUBLIC SEWER PLAN AND PROFILE	
C500	22	MISC. SITE DETAILS SHEET 1	
C501	23	MISC. SITE DETAILS SHEET 2	
C510	24	ADA DETAILS SHEET 1	
C511	25	ADA DETAILS SHEET 2	
C520	26	PAVING DETAILS SHEET 1	
C521	27	PAVING DETAILS SHEET 2	
C522	28	PAVING DETAILS SHEET 3	
C523	29	PAVING DETAILS SHEET 4	
C524	30	PAVING DETAILS SHEET 5	
* C530	--	TRENCHING DETAILS SHEET 1	
* C531	--	TRENCHING DETAILS SHEET 2	
C540	31	DRAINAGE DETAILS SHEET 1	
C541	32	DRAINAGE DETAILS SHEET 2	
** C570	--	EROSION CONTROL DETAILS SHEET 1	
* C571	--	CITY DETAILS SHEET 1	
* C572	--	CITY DETAILS SHEET 2	
L100	33	LANDSCAPE COVER SHEET	
L101	34	NATIVE PLANT PRESERVATION PLAN SHEET	
L102	35	LANDSCAPE PLAN SHEET 1	
L103	36	LANDSCAPE PLAN SHEET 2	
L110	37	IRRIGATION PLAN SHEET 1	
L111	38	IRRIGATION PLAN SHEET 2	
L500	39	LANDSCAPE DETAILS SHEET 1	
L510	40	IRRIGATION DETAILS SHEET 1	
L511	41	IRRIGATION DETAILS SHEET 2	

Contact Arizona 811 at least two full working days before you begin excavation.


ARIZONA 811
BEAR STAND, INC.

Call 811 or click Arizona811.com

ACCEPTANCE



REVIEWED FOR CODE COMPLIANCE
02/16/2022 - anelson
No. DPP2108-003 approved plans

REF: PRV-14013, DPP2108-003
PRV1510-001
PCZ0607-003/
PCZ-06087,

REF: PRV-14013, DPP2108-003
PRV1510-001
PCZ0607-003/
PCZ-06087,



Council-Regular Meeting

C4

Meeting Date: 12/19/2023

To: Mayor and Council

From: Melissa Weimer, Grants Manager

Date: December 19, 2023

Strategic Plan Focus Area:
Thriving Commerce

Subject: Resolution No. 2023-125: Relating to the Marana Regional Airport; approving and authorizing the Town Manager to execute an Airport Development Reimburseable Grant Agreement in the amount of \$20,854.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Air Traffic Control Tower Environmental Assessment project (Grant No. E4FSS 01E) (Melissa Weimer)

Discussion:

The Arizona Department of Transportation (ADOT), through its Multimodal Planning Division (the "State"), has provided the Town of Marana (the "Sponsor") a grant agreement from State funds for the purpose of aiding in an upcoming project at the Marana Regional Airport.

The Air Traffic Control Tower Environmental Assessment project (Grant No. E4FSS 01E) will fund improvements at Marana Regional Airport. The total project cost is \$466,537; the maximum reimbursement available from the State to the Sponsor for this agreement is \$20,854 (4.47% of the total cost). The minimum funding participation from the Town is 4.47% of the total cost (\$20,854). If approved, the grant agreement would provide for partial funding for work performed from January 2023 and expected to be completed by January 2025.

The agreement with ADOT requires the Town to approve and attach to the agreement a resolution by the Town Council certifying the following:

1) The Town has the legal power and authority to do all things necessary, in order to

undertake and carry out the project, and to accept, receive, and disburse grant funds from the State in aid of the project.

2) The Town now has on deposit, or is in a position to secure, \$20,854.00, or an equivalent amount represented by the Town's proposed labor and equipment costs, for the use in defraying Sponsor's share of the costs of the project.

3) The Town designates its Finance Director, Yiannis Kalaitzidis, to receive payments representing the State's share of project costs.

4) The Town has on file with ADOT the requisite vendor identification and address information for project payments.

Financial Impact:

Fiscal Year: 2024

Budgeted Y

Y/N:

Amount: \$20,854.00

Budget authority exists in the Airport Capital fund as part of the overall project budget.

Staff Recommendation:

Staff recommends that the Town Manager be authorized to execute the Grant Agreement with ADOT.

Suggested Motion:

I move to adopt Resolution No. 2023-125, approving and authorizing the Town Manager to execute an Airport Development Reimbursable Grant Agreement in the amount of \$20,854.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Air Traffic Control Tower Environmental Assessment project (Grant No. E4FSS 01E).

Attachments

Resolution No. 2023-125

Exhibit A to Resolution No. 2023-125

MARANA RESOLUTION NO. 2023-125

RELATING TO THE MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AIRPORT DEVELOPMENT REIMBURSEABLE GRANT AGREEMENT IN THE AMOUNT OF \$20,854.00 BETWEEN THE STATE OF ARIZONA, BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION (ADOT), AND THE TOWN OF MARANA FOR THE PURPOSE OF AIDING IN FINANCING THE AIR TRAFFIC CONTROL TOWER ENVIRONMENTAL ASSESSMENT PROJECT (GRANT NO. E4FSS 01E)

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

WHEREAS A.R.S. § 28-8413 authorizes the Town to accept and receive federal and other monies for the acquisition, construction, enlargement, improvement, maintenance, equipment, or operation of an airport and to enter into agreements regarding the receipt of such monies; and

WHEREAS the purpose of the Airport Development Reimbursable Grant Agreement (Grant No. E4FSS 01E) is to provide \$20,854.00 in State funding to aid in financing the Air Traffic Control Tower Environmental Assessment for the Marana Regional Airport (the "Project"); and

WHEREAS the terms of the grant agreement require the Town to certify certain information by resolution approved by the Marana Town Council; and

WHEREAS the Mayor and Council feel it is in the best interests of the Town and its citizens to enter into the grant agreement and to certify the information required by the agreement.

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

SECTION 1. The Town hereby certifies that (1) the Town has the legal power and authority to do all things necessary in order to undertake and carry out the Project, and to accept, receive, and disburse grant funds from the State in aid of the Project; (2) the Town now has on deposit, or is in a position to secure, \$20,854.00, or an equivalent amount represented by the Town's proposed labor and equipment costs, for the use in

defraying Sponsor's share of the costs of the Project; (3) the Town designates its Finance Director, Yiannis Kalaitzidis, to receive payments representing the State's share of Project costs; and (4) the Town has on file with ADOT a vendor identification and address for Project payments.

SECTION 2. The Airport Development Reimbursable Grant Agreement (Grant No. E4FSS 01E), substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and authorized 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 this resolution.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the “State”) and **TOWN OF MARANA**, a political subdivision of the State of Arizona, (the “Sponsor”) for a grant of State funds for the purpose of aiding in financing a Project of ***Air Traffic Control Tower Environmental Assessment*** (the “Project”), for the improvement of the ***Marana Regional Airport*** (the “Airport”).

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on October 20, 2023, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor’s Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **October 30, 2023**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be **\$20,854.00 4.47(%) participation** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be ***Twenty Thousand Eight Hundred Fifty Four Dollars \$20,854.00.***
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the Project required herein or ***October 20, 2027***, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after **2/9/2023** shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution, or Motion, or Board Action by its governing body that certifies as follows:

1) The Sponsor has the legal power and authority:

- a) to do all things necessary, in order to undertake and carry out the Project;
- b) to accept, receive and disburse grant funds from the State in aid of the Project.

2) The Sponsor now has on deposit, or is in a position to secure Twenty thousand eight hundred fifty four dollars _____ (\$ 20,854.00), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

Town of Marana General Fund
(Enter local funding type and location)

3) The Sponsor hereby designates Yiannis Kalaitzdis, Finance Director
Name Title
to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

Town Manager
Title of Representative

4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **IV0000001820**

Sponsor Vendor Address: **TOWN OF MARANA**
11555 W. Civic Ctr Dr,
Marana, AZ 85653

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions
- Exhibit C - Specific Provisions and Project Schedules

STATE: SPONSOR:

State of Arizona
Department of Transportation
Multimodal Planning Division

TOWN OF MARANA
Marana Regional Airport

By: _____
Title: MPD Division Director
Date: _____

By: _Terry Rozema_____
Title: _Town Manager_____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State

funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA

Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.

- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
 - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;

- c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.
- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an “exclusive right” if:
- a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement

constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
 - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

- d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

3) Liability of Subcontractors

1) It shall be the responsibility of the Sponsor to ensure through contractual agreement that any independent contractor, subcontractors, or sub consultants utilized by the Sponsor, defend, indemnify, save, and hold harmless the State and any of their departments, divisions, agencies, officers, or employees who may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of any error, negligence, omissions, or act of the independent contractor, subcontractor, or sub consultant.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

1) Reimbursement Requirements

a). The Sponsor shall submit quarterly Grant Reimbursement Requests (GRR's) to the Aeronautics Grant Manager after the date of the grant agreement has been signed by both Sponsor and State.

b). The Sponsor shall prepare quarterly (GRR) forms with the appropriate invoices attached which clearly indicate the project's progress to date and the amount of reimbursement due by virtue of that progress. All GRR's for payment shall be for work completed unless otherwise agreed to by State.

(i). The State has the right to withhold reimbursement payments if the Sponsor does not fill out the State GRR form correctly. If the State does decide to withhold payments to the Sponsor for any reason, it must provide written notification and an explanation to the Sponsor within ten (10) days of the date of the invoice submitted.

c). The State has the right to suspend any current or future grants should the Sponsor neglect to make a grant reimbursement request after 180 days as stated on the **Projected Reimbursement Requests / State Cash Flow** section of the grant agreement under Exhibit C, Schedule 2.

d). An Airport may be awarded a pavement management agreement through the State's Airport Pavement Management System (APMS Program). Sponsors receiving APMS treatment will be responsible for 10% of the eligible construction cost. Outstanding balances after final costs reconciliation shall be paid to the State upon

written notice. Any unpaid balance by the Sponsor can result in suspension of participation in the State's Airport Pavement Management System and State/Local Grants.

2) The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this Agreement, the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Sponsor") agrees to comply with the following non-discrimination statutes and authorities, Including but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);

- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S. C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs of activities” to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin, discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C 1681 et. Seq.).
- 13) All parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter 1 – Federal Aviation Administration, Department of Transportation) and Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Environmental Document

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Environmental Document" (as applicable), including consulting services.
- 2) "Sponsor Administration" directly associated with this Project (not to exceed 5% of consulting service costs).
- 3) "Sponsor Force Account" contribution (if applicable).
- 4) "Other" with prior approval of the State.

Environmental Agreements

- 1) The Sponsor shall include in all published material in connection with the Environmental Document a notice that the material was prepared under a grant provided by the Arizona Department of Transportation. The terms, conditions and assurances shall remain in effect until grant closure. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use any of the material prepared in connection with this grant.
- 2) The Sponsor shall make Environmental Document material available for examination by the public and agrees that no material prepared with funds under this Project shall be subject to copyright. Approval of this Project grant or approval of the environmental document materials developed as a part of this grant does not constitute or imply assurance or commitment on the part of the State to approve pending or future application for a State grant or funding.
- 3) The Sponsor shall complete all environmental documents in accordance with FAA Order 5050.4B (National Environmental Policy Act Instructions for Airport Projects) & FAA Order 1050.1E (Policies and Procedures for Considering Environmental Impacts) or revisions, applicable federal and state regulations, orders, policies, and requirements. The Sponsor may not accomplish the final acceptance of the plan until the State has reviewed and commented on the work performed. The comments provided by the State shall not be construed as approval of the environmental document.
- 4) At the completion of the Project, the Sponsor agrees to provide an electronic copy, in a format usable by the State of final environmental documents, and/or other published materials produced as a result of this environmental Project. Final reimbursement will not be made until the State receives all required documentation.

Project Schedules for Environmental Document

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One Project Description and Funding Allocation

Detailed Project Description:

Air Traffic Control Tower Environmental Assessment

FAA AIP # 3-04-0058-029-2023

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Environmental Document	\$457,206	\$20,437	\$416,332	\$20,437
Sponsor Administration**	\$9,331	\$417	\$8,497	\$417
Sponsor Force Account Work***	\$	\$	\$	\$
Other	\$	\$	\$	\$
Total Project Costs	\$466,537	\$20,854	\$424,829	\$20,854

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the Environmental Document costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

Schedule Two

Environmental Document Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$ 20,854.00

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2023	\$0	\$0	\$0	\$0	\$0	\$0
2024	\$2,642	\$1,517	\$1,517	\$1,517	\$1,517	\$1,517
2025	\$1,525	\$	\$	\$	\$	\$
2026	\$	\$	\$	\$	\$	\$
2027	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2023	\$0	\$0	\$	\$	\$	\$
2024	\$1,517	\$1,517	\$1,517	\$1,517	\$1,517	\$1,517
2025	\$	\$	\$	\$	\$	\$
2026	\$	\$	\$	\$	\$	\$
2027	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three Environmental Document Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Environmental Document Phase is subject to the type and complexity of the Project, however, most environmental documents can be accomplished within five hundred forty (540) days to seven hundred twenty (720) days.
- 3) State review periods should be thirty (30) days.

<u>Environmental Document Milestone Schedule</u>			
Milestones	Duration # of Days	Start Date	Completion Date
		Proposed	Proposed
Consultant Selection Phase		mm/dd/year	mm/dd/year
Submit Scope for State Review/Approval*	30	1/18/23	3/1/23
Submit Contract for State Review/Approval			
Award Consultant Contract	0	4/2/23	
Environmental Phase			
Sponsor Issue Notice to Proceed	1	4/1/23	4/1/23
Submit Draft Environmental Document to FAA and State for review	45	9/2/24	11/1/24
Submit Final Environmental Documentation and Federal Approvals	1	1/6/25	1/7/25
Submit Final Reimbursement Request and Sponsors Closeout Letter	1	1/30/25	1/31/25

* The solicitation for qualifications and the resulting service agreements must contain a list of projects, including this grant project, per A.R.S. 34, Chapter 6.



Council-Regular Meeting

C5

Meeting Date: 12/19/2023

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Libby Shelton, Deputy Town Attorney

Date: December 19, 2023

Strategic Plan Focus Area:

Proactive Public Services

Subject: Resolution No. 2023-126: Relating to Parks and Recreation; approving and authorizing the Mayor to execute a Facility Use and In-Kind Support and Assistance Agreement between the Town of Marana and Interfaith Community Services (Jim Conroy)

Discussion:

The Community Food Bank, Inc. ("Food Bank"), is a non-profit corporation providing Southern Arizona with a multitude of food-related programs and services, including emergency food distribution, child hunger programs, home and community gardening, farmers markets, and SNAP (food stamp) applications. On February 19, 2013, the Town Council adopted Resolution No. 2013-014, formally recognizing and thanking the Food Bank for its efforts and authorizing the Town Manager to provide the Town's support and assistance to the Food Bank. Interfaith Community Services ("ICS") is a non-profit corporation that partners with the Food Bank to distribute food allotments to registered users. ICS currently uses space in the refrigerator and freezer at the Marana Senior Center to store these food allotments and the registered users can then pick up their allotments at the Marana Senior Center. This agreement with ICS formalizes the use of the Town facility and employees to facilitate the storage and distribution of the food allotments.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2023-126 approving and authorizing the Mayor to execute a Facility Use and In-Kind Support and Assistance Agreement between the Town of Marana and Interfaith Community Services

Attachments

Resolution No. 2023-126

Exhibit A to Resolution No. 2023-126

MARANA RESOLUTION NO. 2023-126

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AND IN-KIND SUPPORT AND ASSISTANCE AGREEMENT BETWEEN THE TOWN OF MARANA AND INTERFAITH COMMUNITY SERVICES

WHEREAS the Community Food Bank, Inc. ("Food Bank"), is a non-profit corporation providing Southern Arizona with a multitude of food-related programs and services, including emergency food distribution, child hunger programs, home and community gardening, farmers markets, and SNAP (food stamp) applications; and

WHEREAS on February 19, 2013, the Town Council adopted Resolution No. 2013-014, formally recognizing and thanking the Food Bank for its efforts and authorizing the Town Manager to provide the Town's support and assistance to the Food Bank; and

WHEREAS Interfaith Community Services ("ICS") is a non-profit corporation that partners with the Food Bank to distribute food allotments to registered users; and

WHEREAS ICS currently uses space in the refrigerator and freezer at the Marana Senior Center to store these food allotments and the registered users can then pick up their allotments at the Marana Senior Center; and

WHEREAS the Town and ICS desire to enter into an agreement regarding facility use and in-kind support and assistance; and

WHEREAS the Marana Town Council finds that the benefits to the Town resulting from ICS's storage and distribution of food allotments at the Marana Senior Center has a value at least equal to the fair market value of facility use and in-kind support and assistance to be provided to ICS by the Town pursuant to this Agreement.

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

SECTION 1. The Facility Use and In-Kind Support and Assistance agreement between the Town of Marana and ICS, 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.

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 December, 2023.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

FACILITY USE AND IN-KIND SUPPORT AND ASSISTANCE AGREEMENT INTERFAITH COMMUNITY SERVICES

THIS FACILITY USE AND IN-KIND SUPPORT AND ASSISTANCE AGREEMENT ("Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation ("Town") and INTERFAITH COMMUNITY SERVICES an Arizona 501(c)(3) nonprofit corporation ("ICS"). The Town and ICS are sometimes referred to collectively as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. The Community Food Bank, Inc. ("Food Bank"), is a non-profit corporation providing Southern Arizona with a multitude of food-related programs and services, including emergency food distribution, child hunger programs, home and community gardening, farmers markets, and SNAP (food stamp) applications; and

B. On February 19, 2013, the Town Council adopted Resolution No. 2013-014, formally recognizing and thanking the Food Bank for its efforts and authorizing the Town Manager to provide the Town's support and assistance to the Food Bank; and

C. Interfaith Community Services ("ICS") is a non-profit corporation that partners with the Food Bank to distribute food allotments to registered users; and

D. ICS currently uses space in the refrigerator and freezer at the Marana Senior Center to store these food allotments and the registered users can then pick up their allotments at the Marana Senior Center; and

E. The Town has determined that the general welfare of the citizens of Marana will be substantially advanced by authorizing the facility use and in-kind support and assistance under the terms and conditions and for the purposes as set forth in this Agreement.

AGREEMENT

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

Section 1. Facility Use. Town hereby permits ICS to use the refrigerator and freezer at the Marana Senior Center facility at 13250 North Lon Adams Road (the "Premises") for storage of food allotments as provided in this Agreement

and in consideration of ICS's performance of its obligations under this agreement.

1.1. Availability of Premises. During the term of this Agreement, the Premises shall be available to ICS Monday through Friday, from 8:00 AM to 5:00 PM.

1.2. Conditions and Scope of Use. ICS's use of the Premises shall be subject to the following conditions and scope:

1.2.1. This Agreement is non-exclusive and the Town may enter into agreements regarding the use of the Premises with other parties during periods of non-use by ICS throughout the term of this Agreement.

1.2.2. ICS shall ensure that an ICS staff member is available by phone at all times during ICS's usage of the Premises.

1.2.3. ICS will limit use of the Premises to food allotments for five registered users. If ICS has more than five registered users who need to use the Premises, ICS shall provide an additional refrigerator and freezer for the Premises.

1.2.4. the Town shall contact ICS in the event that food allotments are not picked up within a week, and ICS shall make arrangements for the food allotments to be picked up; and

1.2.5. the Town maintains priority usage of the Premises and has final authority on determining use or assignments.

1.2.6. ICS shall report all damage to Premises and equipment to the Town of Marana Parks and Recreation Department as soon as possible.

1.2.7. ICS shall ensure that all persons using the Premises pursuant to this Agreement use the Premises in a safe manner that will not jeopardize the safety and welfare of employees or citizens or Town facilities.

1.2.8. Notwithstanding the provisions of this paragraph 1.2, the Town reserves the right to close the Premises and or deny ICS use of the Premises due to any safety concern or other concern.

Section 2. Support and Assistance. During the term of this Agreement, Town shall provide in-kind support and assistance, at no cost to ICS, as follows:

2.1. Facilitate storage of food allotments and distribution of food allotments to ICS registered users.

2.2. Communicate with ICS when food allotments are not picked up.

Section 3. Required Insurance. ICS shall deliver to Town one or more certificates of insurance with carriers acceptable to Town evidencing the following minimum coverages for at least the term of this Agreement:

3.1. \$1,000,000 per occurrence commercial general liability coverage with Town listed as additional insured. ICS shall deliver an additional insured endorsement along with the certificate(s) of insurance required by this Section. As an additional insured, Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of ICS.

3.2. \$1,000,000 per occurrence business automobile liability. ICS shall verify that its volunteers have insurance on their personally owned vehicles.

3.3. State of Arizona minimum workers' compensation coverage

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

Section 4. IRS Designation letter. ICS shall ensure that a copy of the Internal Revenue Service designation letter is on file with Town.

Section 5. Amendments to Insurance and Documentation. True and accurate copies of any amendments during the term of this Agreement to coverages or terms of insurance required by Section 3 shall be provided to the Town as soon as practicable after approval, but in any event not later than one calendar week after they become effective.

Section 6. Indemnification. ICS agrees to defend, save, hold harmless, and indemnify Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from ICS's errors, omissions, or negligent acts in the performance of activities pursuant to this Agreement.

Section 7. Manner of Serving. All notices, filings, consents, approvals and other communications provided for in or given in connection with this Agreement shall be validly given, filed, made, transmitted or served if in writing and delivered personally or sent by registered or certified United States mail, postage prepaid, to (or to such other addresses as any Party may from time to time designate in writing and deliver in a like manner):

To Town:

TOWN OF MARANA
Director of Parks and Recreation
11555 West Civic Center Drive, Building A3
Marana, Arizona 85653

With a copy to:

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

To ICS:

INTERFAITH COMMUNITY SERVICES
CEO
2820 W Ina Road
Tucson, Arizona 85741

Section 8. Waiver. No delay in exercising any right or remedy shall constitute a waiver of that right or remedy, and no waiver by Town or ICS of the breach of any term of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other term of this Agreement.

Section 9. Attorney's Fees. If any Party brings a lawsuit against any other Party to enforce any of the terms of this Agreement, or by reason of any breach or default of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court and not by the jury. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver, requiring disputes to be resolved by binding arbitration.

Section 10. Headings. The descriptive headings of this Agreement are inserted to assist in understanding the meaning and construction of this Agreement.

Section 11. Recitals. The Recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here.

Section 12. Exhibits. Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

Section 13. Time Essence. Time is of the essence for purposes of this Agreement.

Section 14. No Assignment. ICS's obligations under this Agreement may not be assigned without the written consent of the Town Manager or designee.

Section 15. No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Town and ICS. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation not a party to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement.

Section 16. Other Instruments. Each Party shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 17. Imposition of Duty by Law. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

Section 19. Amendments to Agreement. No change or addition shall be made to this Agreement except by a written amendment executed by the Parties. The Parties agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed by this Agreement.

Section 20. Good Standing; Authority. ICS represents and warrants to Town that it is duly formed and validly existing under the laws of the State of Arizona. Town represents and warrants to ICS that it is an Arizona municipal corporation with authority to enter into this Agreement under applicable state laws. Each Party represents and warrants that the individual executing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

Section 21. Severability. If any provision of this Agreement is declared void or unenforceable, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect.

Section 22. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona.

Section 23. Interpretation. This Agreement has been negotiated by Town and ICSr, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

Section 24. Force Majeure. If any Party is unable to perform under this Agreement by reason of "force majeure," then the failure to perform shall not constitute a default under this Agreement as long as the non-performing Party uses its best effort to remedy with all reasonable speed the event or condition causing the non-performance and performance can be restored within a reasonable amount of time. "Force majeure" means any condition or event not reasonably within the control of a Party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities.

Section 25. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by government entities in certain instances involving conflicts of interest.

Section 26. Immigration Laws. ICS warrants that it, and any subcontractor who performs any work for ICS under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). ICS acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

Section 27. Israel Boycott Divestments. ICS certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393.

Section 28. Effective Date; Term. This Agreement shall be effective for an initial one-year term beginning December 20, 2023 and ending on December 19, 2024.

28.1. The Town, at its sole discretion, acting through the Parks and Recreation Director, may renew this Agreement for up to four consecutive one-year periods on the same terms and set forth in this Agreement, by executing a written amendment setting forth the renewal term and signed by the Parks and Recreation Director and ICS.

28.2. The term of this Agreement, including all renewals, shall not exceed five years

Exhibit A to Marana Resolution No. 2023-126

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

Town:
THE TOWN OF MARANA,
an Arizona municipal corporation

ICS:
INTERFAITH COMMUNITY SERVICES,
an Arizona 501(c)(3) non-profit corporation

By: _____
Ed Honea, Mayor

By: _____

Printed: _____

Date: _____

Its: _____

Date: _____

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney



Council-Regular Meeting

C6

Meeting Date: 12/19/2023

To: Mayor and Council

From: Curry C. Hale, Human Resources Director

Date: December 19, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-127: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, by amending Sections 3-11-1 "Eligibility" and 3-11-2 "Severance Benefits" (Curry C. Hale)

Discussion:

The proposed revision to Section 3-11-1 "Eligibility" clarifies that the Town Council may provide severance benefits for employees in classified and temporary positions through official Town Council action, such as approval of a separation agreement.

The proposed revision to Section 3-11-2 "Severance Benefits" removes section B(2) which authorized the Town to pay 100% of the employee's COBRA premiums directly to the COBRA administrator on the employee's behalf for up to three months. Since Section 3-11-2 is only applicable to town officers, it raised concerns that it may not be compliant with the nondiscrimination testing requirements of the IRS since it did not also authorize COBRA payments for employees in classified and temporary positions. This revision ensures the organization is compliant with nondiscrimination testing requirements of the IRS.

Staff Recommendation:

Staff recommends approval of the amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, Sections 3-11-1 "Eligibility" and 3-11-2 "Severance Benefits".

Suggested Motion:

I move to adopt Resolution No. 2023-127, approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, Sections 3-11-1 "Eligibility" and 3-11-2 "Severance Benefits".

Attachments

Resolution No. 2023-127

MARANA RESOLUTION NO. 2023-127

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 3 – CLASSIFICATION AND COMPENSATION BY AMENDING SECTIONS 3-11-1 "ELIGIBILITY" AND 3-11-2 "SEVERANCE BENEFITS"

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

WHEREAS the Town Council adopted Personnel Policies and Procedures via Town of Marana Ordinance 99.12 and Resolution 99-38 on May 18, 1999, which have been amended from time to time; and

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

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

SECTION 1. Policy 3-11 of the Town's Personnel Policies and Procedures, entitled "Severance Benefits" is hereby amended as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

POLICY 3-11 SEVERANCE BENEFITS

The Town Manager may provide severance benefits to eligible employees pursuant to the provisions of this policy. This policy does not and shall not create employment or compensation rights.

Section 3-11-1 Eligibility

- A. The provisions of this policy apply to town officers, as defined in Marana Town Code Section 3-1-1, whose employment is terminated by the Town without cause, or who resign in lieu of termination without cause.
- B. Employees in classified and temporary positions are not eligible for severance benefits pursuant to this policy. The Town Council may provide severance benefits for employees in classified and temporary positions through official Town Council action.

Section 3-11-2 Severance Benefits

- A. The Town Manager may determine in his or her sole discretion whether to provide severance benefits to an eligible employee based on the provisions of this policy and any other relevant factors, including, without limitation, the employee's position and the employee's length of employment with the Town.
- B. When the Town Manager determines to provide severance benefits to an eligible employee, the severance benefits shall be ~~at follows:~~
 - 1. ~~Severance~~ pay equal to up to three months' salary, based on the employee's annual base salary as of the date of employment separation, less applicable state and federal withholding taxes as required by law.
 - 2. ~~If the employee elects COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) continuation coverage for medical, dental and/or vision insurance through the Town's COBRA administrator, the Town will pay 100% of the employee's COBRA premiums directly to the COBRA administrator on the employee's behalf for up to three months.~~
- C. Severance benefits do not include any payment which the employee is already entitled to for earned wages, accrued vacation hours, overtime compensation, or any other benefits accrued and vested to the employee. Payment of these items will be governed by applicable law and policy.

[No revisions to Sections 3-11-3 through 3-11-5]

SECTION 2. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

SECTION 3. The Town's manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the aforementioned amendments.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C7

Meeting Date: 12/19/2023

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: December 19, 2023

Strategic Plan Focus Area:

Proactive Public Services

Strategic Plan Focus Area Additional Info:

PRIORITIZE INFRASTRUCTURE AND MAINTENANCE THAT SUPPORT NEW GROWTH AND DEVELOPMENT IN A PROACTIVE AND SUSTAINABLE MANNER

Subject: Resolution No. 2023-128: Relating to Public Works; approving and authorizing the Mayor to execute amendment number 1 to the intergovernmental agreement between the Regional Transportation Authority and the Town of Marana for construction of improvements for Tangerine Road – I-10 to approximately Marana Tech Drive (Jane Fairall)

Discussion:

On June 21, 2022, the Town Council adopted Resolution No. 2022-067, approving and authorizing the signing of an IGA with the RTA for the construction of the second segment of new four-lane Tangerine Road, from I-10 on the west to approximately Marana Tech Drive (formerly Breakers Road) on the east. The June 21, 2022 action was the next step in the construction of the Tangerine Road corridor improvements identified in the Regional Transportation Plan approved by Pima County voters on May 6, 2006.

If approved, this resolution will amend the June 21, 2002 IGA to do the following:

1. Transfer \$755,000 previously authorized under phase 1 of the project (Twin Peaks Road to La Cañada Drive) for Design, which was not spent, to this phase of the project for Construction.
2. Increase the IGA amount by \$9,032,000 and redistribute across the following fiscal years and phases:

- a. \$4,000,000 in FY 2024, from Right of Way Phase to Construction Phase
- b. \$4,692,000 in FY 2025, in the Construction Phase.
- c. \$340,000 in FY 2026, in the Construction Phase
3. Advance \$17,744,000 in local funds previously authorized for Construction Phase in Fiscal Year 2026, to Fiscal Year 2025.
4. Increase the RTA contribution by \$5,000,000.00 in response to the updated construction cost estimate.
5. Amend the IGA to identify Fausto Burruel, Public Works Director, as the Town's designated representative for notices.

Financial Impact:

This IGA includes funding for the Tangerine Road project that has been approved by Council as part of the five-year Capital Improvement Plan in the FY 2024 budget.

Staff Recommendation:

Staff recommends approval of Amendment Number 1 to the IGA with the RTA for funding of the Tangerine Road project construction from I-10 to Marana Tech Drive.

Suggested Motion:

I move to adopt Resolution No. 2023-128, approving and authorizing the Mayor to execute Amendment Number 1 to the Intergovernmental Agreement between the Regional Transportation Authority and the Town of Marana for construction of improvements for Tangerine Road – I-10 to approximately Marana Tech Drive.

Attachments

Resolution No. 2023-128

Exhibit A to Resolution No. 2023-128

MARANA RESOLUTION NO. 2023-128

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY AND THE TOWN OF MARANA FOR CONSTRUCTION OF IMPROVEMENTS FOR TANGERINE ROAD—I-10 TO APPROXIMATELY MARANA TECH DRIVE

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

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

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

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

WHEREAS the Town Council adopted Marana Resolution No. 2022-067 on June 21, 2022, approving an intergovernmental agreement with the Regional Transportation Authority of Pima County (RTA) for construction of improvements to Tangerine Road from I-10 to approximately Marana Tech Drive; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that amendment number 1 to the intergovernmental agreement between the Town of Marana and the RTA for construction of improvements to Tangerine Road from I-10 to approximately Marana Tech Drive in substantially the form as attached to this resolution as Exhibit A is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY (RTA) AMENDMENT #1 TO INTERGOVERNMENTAL AGREEMENT RECORDED IN SEQUENCE 20221950126 PROJECT: TANGERINE ROAD, I-10 TO APPROXIMATELY MARANA TECH DRIVE PARTIES: RTA AND THE TOWN OF MARANA	
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ORIGINAL TERM: Not specified	ORIGINAL AMOUNT: \$11,245,000.00
CURRENT TERMINATION DATE: Not specified	PRIOR AMENDED AMOUNT: \$0.00
AMENDED TERMINATION DATE: Not specified	AMOUNT THIS AMENDMENT: \$14,032,000.00

PROJECT IGA AMENDMENT NUMBER 1

WHEREAS, the Regional Transportation Authority of Pima County ("RTA") has entered into an Intergovernmental Agreement with the Town of Marana ("Town") to facilitate the construction of improvements to Tangerine Road – I-10 to approximately Marana Tech Drive recorded with its authorizing resolutions in the Pima County Recorder's office on July 14, 2022, at Sequence 20221950126 (the "Project IGA"), and

WHEREAS, the original Roadway Element funding amount set forth in the Project IGA was \$11,245,000.00 for construction of associated roadway improvements. The Parties desire to amend this amount and make other amendments to the Project IGA.

NOW, THEREFORE, the Project IGA is amended as follows:

1. Change the \$755,000 previously authorized, from Design Phase to Construction Phase.
2. Increase the Project IGA amount by \$9,032,000 in 12.6% Regional Supplanted HURF (as shown in Exhibit A-1 attached hereto and incorporated herein by this reference), and redistribute across the following fiscal years and phases:
 - a. \$4,000,000 in FY 2024, from Right of Way Phase to Construction Phase
 - b. \$4,692,000 in FY 2025, in the Construction Phase.
 - c. \$340,000 in FY 2026, in the Construction Phase.
3. Advance \$17,744,000 in local funds previously authorized for Construction Phase in Fiscal Year 2026, to Fiscal Year 2025.
4. Increase the RTA contribution by \$5,000,000.00 in response to the updated construction cost estimate.
5. Amend paragraph 17 to identify Fausto Burruel, Public Works Director, as the Town's designated representative for notices.

All other provisions of the Project IGA not specifically changed by this Amendment Number 1 remain in effect and are binding upon the Parties.

In Witness Whereof, the Regional Transportation Authority of Pima County has caused this Amendment to the Project IGA to be executed by its Chair, and the Town of Marana has caused it to be executed by its Mayor, as demonstrated and attested below.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY:

Ed Honea, Chair

Date

ATTEST:

Farhad Moghimi, Executive Director

Date

TOWN OF MARANA:

Ed Honea, Mayor

Date

ATTEST:

David L. Udall, Town Clerk

Date

ATTORNEY CERTIFICATION

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

Regional Transportation Authority of Pima County:

Thomas Benavidez, Attorney for the Authority

Date

Town of Marana:

Jane Fairall, Town Attorney

Date

Exhibit A to Marana Resolution No. 2023-128
REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Exhibit: **A** Item: **I**

RTA Resolution 2023-015

1. TIP Project Number: **86.06** RTA Ballot: **I** RTA Project ID: **01_a**
2. Sponsor: **Town of Marana**
3. RTA Plan Element: **I Roadway**
4. RTA Plan Sub-Element (If Applicable):
5. Project Name: **Tangerine Road: I-10 to La Cañada Drive**

6. Work Phase Covered by the Exhibit: Construction	Planning/Design:	\$ -
	Right of Way:	\$ -
	Construction:  TPT / HURF 12R	\$ 14,032,000
	Operations:	\$ -
	Total:	\$ 14,032,000

7. PROJECT MANAGER INFORMATION:

Name:	Tom Houle		
Mailing Address:	5100 West Ina Road		
City, State, ZIP Code:	Tucson	AZ	85743
Telephone:	520.382.2505		
Email Address:	thoule@maranaaz.gov		

8. AUTHORIZED FINANCIAL REPRESENTATIVES:

Name:	Dan Grossman		
Mailing Address:	5100 West Ina Road		
City, State, ZIP Code:	Tucson	AZ	85743
Telephone:	520.382.2505		
Email Address:	dgrossman@maranaaz.gov		

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

The project consists of the reconstruction and widening of Tangerine Road from I-10 to approximately Marana Tech Drive. Improvements include widening to a four-lane divided roadway with turn lanes, a multi-use path and drainage.

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

\$ 14,032,000

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

\$ 60,390,000

**Exhibit A to Marana Resolution No. 2023-128
REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY**

Exhibit: **A** Item: **I**

RTA Resolution 2023-015

12 . PROJECT BUDGET BY FUNDING SOURCE:

TOTAL PROJECT FUNDING EXPECTED BY PHASE.

	RTA	Non-RTA	Total
Study (Corridor Planning/Wildlife Linkages/Value Analysis)=	\$ 2,296,000	\$ 1,746,000	\$ 4,042,000
Design =	\$ 4,558,000	\$ 3,492,000	\$ 8,050,000
Right of Way =	\$ 6,095,000	\$ 5,238,000	\$ 11,333,000
Construction =	\$ 47,441,000	\$ 23,408,000	\$ 70,849,000
Operations =	\$ -	\$ -	\$ -
Total =	\$ 60,390,000	\$ 33,884,000	\$ 94,274,000

13 . PROJECT BUDGET BY FUNDING SOURCE:

THIS EXHIBIT.

	RTA	Non-RTA	Total
Study (Corridor Planning/Wildlife Linkage/Value Analysis)=	\$ -	\$ -	\$ -
Design =	\$ -	\$ -	\$ -
Right of Way =	\$ -	\$ -	\$ -
Construction =	\$ 14,032,000	\$ -	\$ 14,032,000
Operations =	\$ -	\$ -	\$ -
Total =	\$ 14,032,000	\$ -	\$ 14,032,000

14 . FUNDING SOURCES:

Project Resources as outlined in Ballot (Exhibit 'M')		Project Resources in Approved TIP	Resources Committed (Includes this request)	Remaining Resource Budget
\$ 45,325,000	RTA	\$ 35,113,000	\$ 36,293,000	\$ 9,032,000
\$ -	HURF 12R	\$ 9,032,000	\$ 9,032,000	\$ (9,032,000)
\$ -	RTA Augmentation	\$ 11,245,000	\$ 15,065,000	\$ -
\$ -	HURF 12.6%	\$ 10,641,000	\$ 10,641,000	\$ -
\$ 6,500,000	Impact Fees (Pima County)	\$ 2,890,000	\$ 2,890,000	\$ -
\$ 21,390,000	Marana (DIFO+ADOT+fill dirt donation)	\$ 21,390,000	\$ 20,353,000	\$ 1,037,000
\$ 1,000,000	Oro Valley	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES:		\$ 90,311,000	\$ 94,274,000	

Resources Committed in Section 14: \$1,180,000 added to 'RTA' to satisfy ballot obligation and \$3,820,000 added to 'RTA

Augmentation' for a total of \$5,000,000 augmentation in this exhibit. Section 13: \$5,000,000 of augmentation is added to HURF

12R amount of \$9,032,000 (remaining ballot) for a total authorization of \$14,032,000.

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

08.01.2026

Duration of work covered by this funding request:

24 Months

ALTERATIONS WILL INVALIDATE THIS DOCUMENT. CHANGES MUST BE AUTHORIZED BY THE RTA BUDGET OFFICE.

RJT 11292023



Council-Regular Meeting

C8

Meeting Date: 12/19/2023

To: Mayor and Council

Submitted For: Stefanie Boe, Tourism and Marketing Manager

From: Stefanie Boe, Tourism and Marketing Manager

Date: December 19, 2023

Strategic Plan Focus Area:

Thriving Commerce

Subject: Resolution No. 2023-129: Relating to Tourism; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Tucson Bicycle Classic regarding participation in and financial support of the time trial stage of the Tucson Bicycle Classic (Stefanie Boe)

Discussion:

As part of the Thriving Commerce focus area of the Strategic Plan, the Tourism and Marketing Manager has been identifying ways to promote the outdoor recreation opportunities in the town and gain national attention for the scenic open spaces that set Marana apart from other areas of the region.

Tucson Bicycle Classic is a nonprofit corporation responsible for the promotion and production of the Tucson Bicycle Classic event, a three-day bicycle stage race in the Tucson metro area consisting of a time trial stage ("Time Trial") on the first day, a road race stage on the second day, and a circuit race stage on the third day.

The organizers had been looking for a new venue to bring the Time Trial strategically closer to Oro Valley, where the circuit race is held. After meeting with race organizers, staff found that elite riders are already training each year in the Marana area, but there are no races within the town for those riders to compete.

Tucson Bicycle Classic reports that 600 elite racers from around the world are expected to participate in the Time Trial, bringing revenue to the town through hotel stays,

dining and shopping. The data from the 2023 Tucson Bicycle Classic shows that 553 riders participated from 9 countries and 34 US states. This unique opportunity will showcase Marana as a destination for riders.

As part of the agreement with the Tucson Bicycle Classic, the Town will contribute \$10,000 towards the Time Trial, to be held February, 23, 2024. The Discover Marana brand will be marketed and promoted through social media, video and media coverage before, during and after the Time Trial to bring attention to the town with a global audience of potential visitors and community members alike.

Financial Impact:

Fiscal Year: 2024

Budgeted N

Y/N:

Amount: \$10,000.00

Staff identified savings in the FY2024 Tourism Advertising budget.

Staff Recommendation:

Staff recommends approval of the agreement and budget reallocation.

Suggested Motion:

I move to adopt Resolution No. 2023-129, approving and authorizing the Mayor to execute an agreement between the Town of Marana and Tucson Bicycle Classic regarding participation in and financial support of the time trial stage of the Tucson Bicycle Classic

Attachments

Resolution No. 2023-129

Exhibit A to Resolution No. 2023-129

MARANA RESOLUTION NO. 2023-129

RELATING TO TOURISM; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MARANA AND TUCSON BICYCLE CLASSIC REGARDING PARTICIPATION IN AND FINANCIAL SUPPORT OF THE TIME TRIAL STAGE OF THE TUCSON BICYCLE CLASSIC

WHEREAS on September 6, 2022, the Marana Town Council adopted the Town of Marana Strategic Plan V, identifying “Thriving Commerce” as one of its five focus areas, with the goal to “Expand Marana’s thriving tourism industry by promoting its heritage, cultural resources, scenic open spaces, and signature events”; and

WHEREAS Tucson Bicycle Classic (“TBC”) is a nonprofit corporation responsible for the promotion and production of the Tucson Bicycle Classic event, a three-day bicycle stage race in the Tucson metro area consisting of a time trial stage on the first day (“Time Trial”), a road race stage on the second day, and a circuit race stage on the third day; and

WHEREAS the Town and TBC desire to enter into an agreement regarding the Town’s participation in and financial support of the Time Trial stage of the Tucson Bicycle Classic; and

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

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

SECTION 1. The agreement between the Town of Marana and TBC for the Time Trial stage of the Tucson Bicycle Classic, 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.

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 December, 2023.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

2024 TUCSON BICYCLE CLASSIC RACE AGREEMENT

MARANA TIME TRIAL

THIS AGREEMENT (this “Agreement”) is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”) and TUCSON BICYCLE CLASSIC, an Arizona nonprofit corporation (“TBC”). The Town and TBC are sometimes collectively referred to in this Agreement as the “Parties,” each of which is sometimes individually referred to as a “Party.”

RECITALS

A. On September 6, 2022, the Marana Town Council adopted the Town of Marana Strategic Plan V, identifying “Thriving Commerce” as one of its five focus areas, with the goal to “Expand Marana’s thriving tourism industry by promoting its heritage, cultural resources, scenic open spaces, and signature events.”

B. TBC is a nonprofit corporation responsible for the promotion and production of the annual Tucson Bicycle Classic, which is a three-day bicycle stage race in the Tucson metro area consisting of a time trial stage (the “Time Trial”) on the first day, a road race stage on the second day and a circuit race stage on the third day (the “Circuit Race”).

C. The Town and TBC desire to enter into an agreement regarding the Town’s participation in and financial support of the Time Trial that will be held on Friday, February 23, 2024 involving the participation of racers and volunteers.

D. The Town finds that the benefits to the Town resulting from TBC’s promotion and production of the Time Trial in Marana have a value at least equal to the fair market value of the financial support to be provided to TBC by the Town pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intent of the Parties in entering into this Agreement, and in consideration of the terms of this Agreement, the Parties hereby agree as follows:

1. *Financial support to be provided by the Town.* Pursuant to the terms and conditions of this Agreement, including without limitation paragraph 22 (*Termination*) below, the Town shall provide financial support of \$10,000 to TBC for the Time Trial within 30 days of the Effective Date of this Agreement.

2. *Fee Waiver.* The Town will waive special event permit fees affiliated with the Time Trial.

3. *Event promotion by the Town.* In addition to the financial support provided pursuant to paragraph 1 above, the Town shall also promote the events through the Town's media/communication outlets.

4. *Benefits to be provided to the Town.* In exchange for the financial support described in paragraph 1 above, TBC shall provide to the Town the benefits and services described in Exhibit A.

5. *Co-marketing with the Town of Oro Valley.* The Circuit Race will be held in the Town of Oro Valley on Sunday, February 25, 2024. The Parties acknowledge and agree it is in their mutual interests that some of the marketing efforts contemplated in this Agreement will be done jointly with the Town of Oro Valley to promote both the Time Trial and the Circuit Race.

6. *Books; taxes.* TBC shall make available to the Town for inspection any books, ledgers or statements kept by TBC regarding activities conducted pursuant to this Agreement. TBC shall be liable for all taxes applicable to the proceeds received by TBC under this Agreement, if any.

7. *Effective date and duration.* This Agreement shall be effective as of the signature date of the last Party to sign this Agreement (the "Effective Date"), and shall remain in effect until April 1, 2024, unless sooner terminated pursuant to paragraph 22 below. Notwithstanding the foregoing, the indemnification provisions set forth in paragraph 11 below shall survive termination of this Agreement.

8. *Relationship of the Parties.* In the performance of the services contemplated by this Agreement, TBC 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 TBC.

9. *Use of names, trademarks, logos and seal.* The Town grants TBC a limited license to use, at no cost, the Town's Discover Marana name and logo in TBC's performance of the services described in this Agreement. TBC shall not use the Town's Discover Marana name and logo for any other purpose or use. TBC shall not modify, revise or alter the Town's Discover Marana logo in any way. TBC grants the Town a limited license to use, at no cost, TBC's name, trademarks, and logos in the Town's performance of the services described in this agreement. The Town shall not use TBC's name, trademarks, and logos for any other purpose or use. The Town shall not modify, revise or alter TBC's trademarks and logos in any way.

10. *Insurance.* During the term of this Agreement, TBC 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 insurance policy for the purposes of TBC's activities in relation to the events covered by this Agreement:

Commercial General Liability: U.S. \$3,000,000 per occurrence

U.S. \$3,000,000 aggregate

Business Auto Liability: U.S. \$1,000,000 combined single limit

a. TBC shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph to the Town by no later than January 15, 2024 and prior to commencing any activities pursuant to this Agreement. TBC 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 TBC's commercial general liability policy, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of TBC. TBC 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 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 TBC'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 paragraph .

d. The certificate(s) shall also stipulate that the insurance afforded the Town 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 TBC. Coverage provided by TBC shall be primary insurance with respect to all other available sources.

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

f. During the term of this Agreement TBC 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. TBC shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this paragraph. Cancellation or reduction of any coverage required by this paragraph is grounds for termination of this Agreement by the Town.

11. *Indemnification.* TBC 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 TBC'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 TBC contracts with in the performance of services pursuant to this Agreement, anyone directly or indirectly employed by TBC, or anyone for whose acts TBC may be liable.

12. *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: Stefanie Boe, Tourism and Marketing Manager
11555 W. Civic Center Drive – Bldg. A3
Marana, AZ 85653

With a copy to:

TOWN OF MARANA
Attn: Town Attorney
11555 W. Civic Center Drive – Bldg. A3
Marana, AZ 85653

If to TBC, to: TUCSON BICYCLE CLASSIC
Attn: Marc Colbert, Executive Director
36971 S. Golf Course Dr.
Tucson, Arizona 85739
marccolbert@comcast.net

Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices under this Agreement shall be deemed received upon actual receipt.

13. *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.

14. *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.

15. *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.

16. *Immigration laws.* TBC warrants that it will at all times comply with all federal immigration laws and regulations that relate to its employees (if any) and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). TBC 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 (if any) who performs work or services pursuant to this Agreement to ensure compliance with this warranty.

17. *Israel Boycott Divestments.* TBC 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.

18. Pursuant to and in compliance with A.R.S. § 35-394, the Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Contract that the Contractor 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 the Contractor becomes aware during the term of the contract that the company is not in compliance with this written certification, the company shall notify the Town within five business days after becoming aware of the noncompliance. If the Contractor does not provide the Town with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the Town of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date. The Contractor 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.

19. *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.

20. *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.

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

22. *Termination.*

a. This Agreement shall be terminated without further action by the Parties if the Time Trial, as described in this Agreement, is cancelled for any reason. If the event is cancelled, TBC shall refund to the Town all financial support provided by the Town to TBC pursuant to paragraph 1 of this Agreement within 30 days of cancellation of the event.

b. This Agreement may be terminated without further liability on 30 days' prior written notice by either Party upon a default by the other Party of any covenant or term of this Agreement, which default is not cured within 30 days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such 30-day period and the defaulting party has started to cure the default within the 30-day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten days from receipt of written notice.

c. This Agreement may be terminated by mutual written agreement of the Parties.

23. *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]

EXHIBIT A TO MARANA RESOLUTION NO. 2023-129

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

The "Town":

"TBC":

TOWN OF MARANA, an Arizona municipal corporation

TUCSON BICYCLE CLASSIC, an Arizona nonprofit corporation

Ed Honea, Mayor

Marc Colbert, Executive Director

Date: _____

Date _____

ATTEST:

Federal I.D. # 87-2350662

Town Clerk Date

APPROVED AS TO FORM:

Town Attorney Date

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__ by Marc Colbert, Executive Director of TUCSON BICYCLE CLASSIC, an Arizona nonprofit corporation, on behalf of the corporation.

(Seal)

Notary Public

EXHIBIT A TO MARANA RESOLUTION NO. 2023-129

Exhibit A

Benefits and Services Provided by TBC to the Town

1.	Naming rights for Time Trial – eg: the “ Marana Time Trial ” or the “ Marana Time Trial p/b *local sponsor* ”	\$4000 value
2.	Mayor or another dignitary has the first right of refusal to start the Time Trial	
3.	Town of Marana’s Discover Marana name and logo on Time Trial map and on TBC website sponsor page	\$500 value
4.	Link from TBC website to the Town of Marana’s Discover Marana Website	\$500 value
5.	Town of Marana’s Discover Marana logo prominent on official TBC winner’s jerseys, event t-shirts and similar items	\$3500 value
6..	Joint press release with the Town of Oro Valley announcing the Time Trial and the Circuit Race	\$1000 value
7.	If desired, joint press conference with the Town of Oro Valley announcing the Time Trial and the Circuit Race	\$1000 value
8.	Town of Marana’s Discover Marana name and logo displayed prominently on signage/scrim at the race venue	\$500 value
9.	Up to four “ebblast” call outs to TBC distribution list (over 5000)	\$2000 value
10.	10 or more social media posts highlighting Discover Marana and the Time Trial	\$1500 value
11.	School visit(s) in Marana by pro cyclists	
12.	One or more YouTube videos created by professional cyclist that highlight the Town of Marana and the Town of Oro Valley as desirable cycling destinations	\$1000 value
13.	Post race week – participant survey to collect feedback from participants to improve future races and use in future marketing	\$1000 value
14.	License to use professional event photographs of the Time Trial Stage or other stages	\$1000 value



Council-Regular Meeting

C9

Meeting Date: 12/19/2023

To: Mayor and Council

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

Date: December 19, 2023

Strategic Plan Focus Area:

Proactive Public Services

Subject: Resolution No. 2023-130: Relating to Water; approving and authorizing the Mayor to sign the First Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings (David L. Udall)

Discussion:

On August 2, 2023, the Town and Redwing Investments, LLC (the "Developer") executed a water wheeling/infrastructure construction agreement for the Twin Peaks Crossings development, which was approved by the Marana Town Council on August 1, 2023 by Marana Resolution No. 2023-081 (the "Twin Peaks Crossings Wheeling Agreement"). In addition to water infrastructure construction terms and conditions, the Twin Peaks Crossings Wheeling Agreement permitted temporary water wheeling pursuant to the Intergovernmental Agreement Between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water, recorded in the office of the Pima County Recorder on August 21, 2020 at Sequence No. 20202340063 and required: 1) that the property owners to pay a fee equal to the water infrastructure impact fee, in recognition of the project's future connection to the Town's system, which would total \$456,918.00; 2) that the property owners dedicate a 150-foot by 150-foot portion of the property owner's property to the Town for future Water infrastructure; and 3) that the property connect to the Town's water system within 90 days of the date the Town extends its own water infrastructure to the property.

As relevant here, the Twin Peaks Crossings Wheeling Agreement also requires the Developer to enter into a separate facilities construction agreement with the City of Tucson within sixty days after the execution and delivery of the agreement.

The Developer has been working with the City in good faith and is currently pursuing a facilities construction agreement; however, the Developer has not yet entered into such an agreement with the City. The Developer estimates that the agreement with the City should be finalized by the Spring of 2024.

If approved, this item would authorize the Mayor to sign an amendment to the Twin Peaks Crossings Wheeling Agreement retroactively extending the deadline for the Developer to enter into a separate agreement with the City until May 31, 2024. All other terms and conditions of the Twin Peaks Crossings Wheeling Agreement would remain the same.

Staff Recommendation:

Staff recommends approval of Resolution No. 2023-130.

Suggested Motion:

I move to adopt Resolution No. 2023-130, approving and authorizing the Mayor to sign the First Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings.

Attachments

Resolution No. 2023-130

Exhibit A to Resolution No. 2023-130

MARANA RESOLUTION NO. 2023-130

RELATING TO WATER; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT TO TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT FOR TWIN PEAKS CROSSINGS

WHEREAS on August 2, 2023, the Town and Redwing Investments, LLC (the "Developer") executed the Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, as approved by the Marana Town Council on August 1, 2023 by Marana Resolution No. 2023-081 and recorded in the Pima County Recorder's Office on August 4, 2023, at Sequence No. 20232160222 (the "Original Agreement"); and

WHEREAS among other things, the Original Agreement requires the Developer to enter into a separate facilities construction agreement with the City of Tucson within sixty days after the execution and delivery of the Original Agreement; and

WHEREAS the Developer has been working with the City in good faith and is pursuing a facilities construction agreement, but the Developer has not yet entered into the agreement with the City; and

WHEREAS the Developer estimates that the agreement with the City should be finalized by the Spring of 2024; and

WHEREAS the Town and the Developer now desire to amend the Original Agreement to retroactively extend the sixty day deadline in order to give the Developer more time to enter into a facilities construction agreement with the City; and

WHEREAS the Mayor and Council find that the terms and conditions of the amendment is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the First Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, 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 December, 2023.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

**FIRST AMENDMENT TO TOWN OF MARANA
AGREEMENT FOR CONSTRUCTION OF WATER
FACILITIES UNDER PRIVATE CONTRACT**

Twin Peaks Crossings

THIS FIRST AMENDMENT (this “First Amendment”) is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”), and REDWING INVESTMENTS, 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. On August 2, 2023, the Town and the Developer executed the Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, recorded in the Pima County Recorder’s Office on August 4, 2023, at Sequence No. 20232160222 (the “Original Agreement”).

B. Among other things, Subsection 3.3 of the Original Agreement requires the Developer to enter into a separate facilities construction agreement with the City of Tucson within sixty days after the execution and delivery of the Original Agreement.

C. The Developer has been working with the City in good faith and is pursuing a facilities construction agreement, but the Developer has not yet entered into the agreement with the City.

D. The Developer estimates that the agreement with the City should be finalized by the Spring of 2024.

E. The Parties now desire to enter into this First Amendment to retroactively extend the sixty day deadline required by Subsection 3.3 of the Original Agreement in order to give the Developer more time to enter into a facilities construction agreement with the City.

AGREEMENT

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

1. Termination. Section 3 of the Original Agreement is hereby retroactively amended as follows (with deletions denoted with ~~strikeouts~~ and additions denoted with double underlining):

[No changes to 3.1 or 3.2.]

3.3. City of Tucson Agreement Contingency. The rights and obligations of the Parties under this Agreement are contingent upon Developer entering into a separate facilities construction agreement with the City of Tucson and, if such separate agreement is not entered into between

Developer and the City of Tucson by May 31, 2024 ~~within sixty (60) days after the execution and delivery of this Agreement~~, this Agreement shall terminate.

[No changes to 3.4.]

2. Effective Date. This First Amendment is retroactively effective beginning September 1, 2023.

3. Other Terms and Provisions. All other terms and provisions of the Original Agreement not specifically changed by this First Amendment shall remain in effect and be binding upon the Parties as provided for in the Original Agreement.

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

THE "TOWN":

THE 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

[Notary Page Follows.]

THE "DEVELOPER":

REDWING INVESTMENTS, LLC, an Arizona limited liability company

By: Charles D. Cardinal
Charles D. Cardinal, Manager

Date: 12/7/2023

By: Penny L. Cardinal
Penny L. Cardinal, Manager

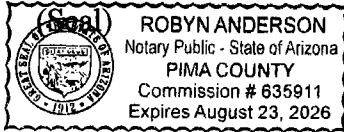
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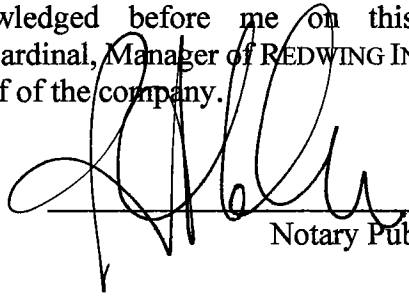
STATE OF ARIZONA)

SS

County of Pima)

The foregoing instrument was acknowledged before me on this 6th day of December 2023 by Charles D. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.



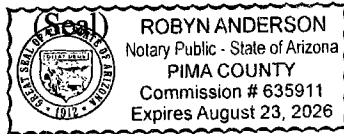

Notary Public

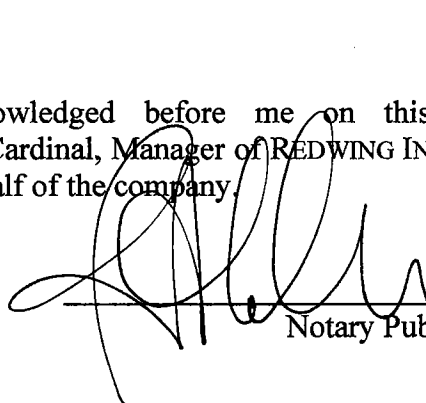
STATE OF ARIZONA)

SS

County of Pima)

The foregoing instrument was acknowledged before me on this 6th day of December 2023 by Penny L. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.




Notary Public



Council-Regular Meeting

C10

Meeting Date: 12/19/2023

To: Mayor and Council

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

Date: December 19, 2023

Strategic Plan Focus Area:

Proactive Public Services

Subject: Resolution No. 2023-131: Relating to Water; approving and authorizing the Mayor to sign an Agreement for Construction of Water Facilities Under Private Contract for The Safford Apartments (David L. Udall)

Discussion:

This agenda item presents a water infrastructure construction agreement pursuant to Section 14-4-3 of the Marana Town Code for The Safford Apartments, generally located south of Silverbell Road and northwest of Continental Reserve Loop. If approved, the agreement will require the developer to construct the water infrastructure necessary for the The Safford Apartments development.

Staff Recommendation:

Staff recommends approval of Resolution No. 2023-131.

Suggested Motion:

I move to adopt Resolution No. 2023-131, approving and authorizing the Mayor to sign an Agreement for Construction of Water Facilities Under Private Contract for The Safford Apartments.

Attachments

Resolution No. 2023-131

Exhibit A to Resolution No. 2023-131

MARANA RESOLUTION NO. 2023-131

RELATING TO WATER; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT FOR THE SAFFORD APARTMENTS

WHEREAS Marana Leased Housing Associates I LLLP desires for the Town to provide water service to the land described and depicted in Lot 4 of the Final Plat for Continental Crossing Lots 1 Thru 4, recorded in the Pima County Recorder's office on February 19, 2016 at Sequence No. 20160500157 (the "Safford Apartments Development"); and

WHEREAS Town staff has negotiated an Agreement for Construction of Water Facilities Under Private Contract and with Marana Leased Housing Associates I LLP for The Safford Apartments Development; and

WHEREAS the Mayor and Council find that the terms and conditions of the agreement is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Agreement for Construction of Water Facilities Under Private Contract for The Safford Apartments, 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 December, 2023.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

The Safford Apartments

THIS AGREEMENT (this “Agreement”) is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”) and MARANA LEASED HOUSING ASSOCIATES I LLLP, a Minnesota limited liability limited partnership (the “Owner”). The Town and the Owner are sometimes together 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. The Owner is the title owner of land described and depicted in Lot 4 of the Final Plat for Continental Crossing Lots 1 Thru 4, recorded in the Pima County Recorder’s office on February 19, 2016 at Sequence No. 20160500157, which land area is referred to in this Agreement as the “Subject Property.”

C. The Owner is developing and constructing a multifamily housing project on the Subject Property, which it will own, operate and maintain.

D. The Owner desires for the Town to provide water service to the Subject Property.

E. As a condition of securing water service from the Town for the Subject Property, the Owner agrees to install those certain water infrastructure improvements (the “Owner-Installed Facilities”) in accordance with the required plans, specifications, and materials as outlined and depicted in the Water Distribution to Serve The Safford Buildings 1 - 9, Plan No. ENG-2208-019, sealed by the Rick Engineering Company on December 21, 2022 and approved by the Town of Marana on January 11, 2023 (the “Facility Plan”), a copy of which is on file in the office of the Town of Marana Water Department.

F. The Owner desires that the Town take ownership of, operate, and service the Owner-Installed Facilities.

G. The Town is willing to accept the Owner-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.

H. The Development Plan Package for The Safford, DP2206-003, sealed by the Rick Engineering Company on November 21, 2022 and approved by the Town of Marana on December 12, 2022, states that a 25-foot public water easement (the “Public Water Easement”) will be dedicated by separate instrument.

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. Dedication of Public Utility Easement. The Owner shall dedicate the Public Water Easement to the Town for the public portions of the water infrastructure needed to serve the development. The Public Water Easement shall be dedicated by a separate instrument prior to the acceptance of the Owner-Installed Facilities, or, if not required by the Town prior to acceptance, then within 30 days of the Town's written request. The Town acknowledges that execution and recordation of the Public Water Easement is subject to approval of Owner's lenders and other financing parties and the Town shall make any reasonable modifications to the Public Water Easement requested by such parties.

2. The Owner-Installed Facilities.

2.1. *Owner installation of the Owner-Installed Facilities.* The Owner has designed and shall install, at the Owner's own expense, the Owner-Installed Facilities as depicted in the Facility Plan. The Owner-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 Plan shall include a plan note identifying the Owner-Installed Facilities as a new water facility and shall show any and all alterations to the existing water system. Construction and installation of the Owner-Installed Facilities in accordance with the Facility Plan, 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."

2.2. *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.

2.3. *Payment of connection fees.* Before any service connections are made from the Town's water system to the Owner-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").

2.4. *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.

2.4.1. Meter Install Fee: \$360.00

2.4.2. Water Infrastructure Development Impact Fee: \$2,967.00

2.4.3. Water Resource Development Impact Fee: \$5,358.00

2.5. *Owner-Installed Facilities acceptance by Town.* No service connections shall be made from the Town's water system to the Owner-Installed Facilities until the Owner-Installed Facilities has been accepted by the Town in accordance with Marana Town Code Title 14.

2.6. *Owner's certification.* Execution of this Agreement certifies that the Owner has

reviewed the Facility Plan and all other specifications applicable to the Work and has approved and agrees with the location of all service lines as shown in the Facility Plan.

2.7. *Termination for lack of Work.* Approval of the Facility Plan 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.

3. Engineering and Inspection.

3.1. *Registered civil engineer.* The Owner 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 Plan.

3.2. *Town inspector's authority.* Any inspector authorized by the Town shall have full inspection authority over the Work.

3.3. *Inspection provisions.* The Owner 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 Owner or any contractor.

3.4. *Payment of Town inspector's overtime cost.* If scheduling by the Owner's contractor reasonably requires the Town's inspector to work overtime, the Owner or Owner'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 per day worked Monday through Friday, and any time worked on weekends and legal holidays observed by the Town.

4. Preconstruction Procedure.

4.1. *Request to begin construction.* The Owner shall submit a written request to the Town to begin construction a minimum of five working days before the Work is to commence.

4.2. *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.

4.3. *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.

4.4. *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.

4.5. *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.

4.6. *Permits and approvals.* The Owner shall, at Owner'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.

5. Construction.

5.1. *Owner's presence on site.* The Owner, or Owner's designated agent (which shall include its contractor), shall be present at all times during performance of the Work. The name of the Owner'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 Owner.

5.2. *Competence and diligence.* The Owner shall employ only competent and efficient laborers, mechanics or artisans on the Work, and the Owner agrees to perform diligently to complete the Work on or before the completion date given in the notice to proceed.

5.3. *Paving.* The Owner shall identify and locate all water valves prior to paving and set valve boxes to final grade after paving.

5.4. *Alterations to the existing Town water system.* The Owner shall, at the Owner'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.

5.5. *Worksite safety.* The Owner 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 Owner 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.

6. Dedication.

6.1. *Transfer of the Owner-Installed Facilities to the Town.* Upon the Town's final acceptance of the Work, the Owner shall at no cost grant, bargain, sell, convey, transfer and deliver to the Town the Owner-Installed Facilities free and clear of all liens, claims, charges or encumbrances.

6.2. *Two-year warranty.* The Owner 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.

6.3. *Other conflicting construction prohibited.* The Owner 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 Owner-Installed Facilities. The Town agrees that no such conflicting construction exists in the Facility Plan.

6.4. *Owner's obligation to maintain finished grade.* The Owner guarantees that all service lines, meters, and meter boxes on the Subject Property will be to finished grade and that the Owner will remain responsible for raising or lowering said services as required until the Subject Property is fully developed.

6.5. *Acceptance by the Town.* The Town shall accept title to and take possession of the Owner-Installed Facilities when the Work has been completed to the satisfaction of the Town. Subject to the Owner's continuing obligations under this Agreement, the Town shall operate and service the Owner-Installed Facilities after taking over possession of it under this paragraph.

7. Miscellaneous.

7.1. *Indemnity.* Owner 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 Owner 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 Owner-Installed Facilities, except to the extent such loss, claim, suit, demand, cause of action, or liability is the result of the negligence or willful misconduct of the Town.

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

7.3. *Consent required for assignment.* The Owner may not assign this Agreement without the prior written consent of the Town.

7.4. *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.

7.5. *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.

7.6. *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.

7.7. *Term.* This Agreement shall terminate on the date that is two years after the date on which Town has accepted title to and taken possession of the Owner-Installed Facilities and following the expiration of the warranty period set forth in Section 6.2 herein.

27833555v2

[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 “OWNER”:

MARANA LEASED HOUSING ASSOCIATES I
LLLP, a Minnesota limited liability
partnership

By: LANGSTON HUGHES MARANA GENERAL,
LLC, a Georgia limited liability company, its
General Partner

By: LANGSTON HUGHES AFFORDABLE
HOUSING, INC., a Georgia 501(c)(3)
nonprofit corporation, its Manager

By:

David Sewall Searles, Jr., President

STATE OF _____)
)ss
County of _____)

The foregoing instrument was acknowledged before me on December _____, 2023 by David Sewall Searles Jr., the President of LANGSTON HUGHES AFFORDABLE HOUSING INC., a Georgia 501(c)(3) nonprofit corporation, Manager of LANGSTON HUGHES MARANA GENERAL, LLC, a Georgia limited liability company, General Partner of MARANA LEASED HOUSING ASSOCIATES I LLLP, a Minnesota limited liability limited partnership, on behalf of the partnership.

(Seal)

Notary Public



Council-Regular Meeting

C11

Meeting Date: 12/19/2023

To: Mayor and Council

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

Date: December 19, 2023

Subject: Approval of Regular Council Meeting Summary Minutes of December 5, 2023
(David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 12/05/2023



MARANA AZ

ESTABLISHED 1977

**MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING**

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, December 5, 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. All 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 Ziegler moved to approve the agenda as presented. Vice Mayor Post seconded the motion. Motion passed, 7-0.

CALL TO THE PUBLIC

PROCLAMATIONS

Regular Council Meeting Summary Minutes
December 5, 2023

PR1 Proclamation Recognizing Pima County Supervisor Sharon Bronson (David L. Udall)

Town Clerk / Assistant Town Attorney David Udall read the proclamation into the record. **Mayor Honea, Council Member Ziegler, and Council Member Craig** expressed appreciation for **Sharon Bronson's** service and for the proclamation in her honor.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Craig and Council Member Comerford thanked everyone involved in putting together the Holiday Festival and said it was a great event.

Council Member Comerford and Council Member Ziegler thanked the Police Department for the arresting-the-Grinch event held for elementary school children.

Council Member Ziegler thanked **Council Member Comerford** for proposing a bigger Christmas tree for the Holiday Festival this year and said it turned out nice.

Mayor Honea said he was very impressed with the Holiday Festival event. He commented on a Sol Dog Lodge and Training Center event that he attended. He expressed displeasure with how the Governor's Office handled the upcoming closing of the Marana Community Correctional Treatment Facility. He provided an update on the RTA Next program and said it appeared it will be going forward, but that there are still meetings scheduled to take place. **Mayor Honea** also highlighted that the Marana Food Bank and Community Resource Center began operations in Marana on December 1, 2023.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manger Terry Rozema said the Town has now hired a Cultural Heritage Specialist, who started on December 4, 2023. He said the Town issued 83 single-family residential permits for the month of November. Last November, there were 35 total permits issued. He provided an update on the construction of the Community and Aquatics Center and highlighted a recent podcast on fiberoptic infrastructure construction.

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2023-119: Relating to Development; approving a release of assurances for Gladden Farms Block 42 Lots 1-157 & Common Areas and accepting public improvements for maintenance (Jason Angell)

C2 Resolution No. 2023-120: Relating to the Police Department; approving and authorizing the Interim Chief of Police to execute a Data Access/Exchange Agreement between the Town of Marana and the Arizona Department of Transportation regarding the Accident Location Information and Surveillance System (ALISS) database and the Arizona Crash Information System (ACIS) (Libby Shelton)

C3 Resolution No. 2023-121: Relating to Finance; declaring, for purposes of Section 1.150-2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures relating to a Town Community Center Capital Improvement Project (Yiannis Kalaitzidis)

C4 Approval of Regular Council Meeting Summary Minutes of November 21, 2023 (David L. Udall)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

Development Services Director Jason Angell introduced a new website that not only included projects under Town review, but also included active construction projects and other tools to provide greater transparency and information to residents regarding development in the Town. **Mr. Angell** provided an overview of the new website's functionality and used it to update the Council on select public and private projects and development applications in the Town. He also answered questions about the projects. **Mr. Angell** said the new website would be available for use by the end of the week.

Council Member Ziegler praised the new website. **Vice Mayor Post** requested that the website be made available on Council tablets so Council Members could explore the site during Council meetings. **Council Member Officer** requested a one-page “cheat-sheet” version that he could utilize when interacting with constituents.

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 any future agenda items. There were no requests to add future agenda items.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post moved to adjourn the meeting. Council Member Kai seconded the motion. Motion passed, 7-0. Meeting adjourned at 6:41 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on December 5, 2023. I further certify that a quorum was present.

David L. Udall, Town Clerk

DRAFT



Council-Regular Meeting

A1

Meeting Date: 12/19/2023

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: December 19, 2023

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2023-132: Relating to Intergovernmental Relations; adopting a 2024 Town of Marana Legislative Policy Priority Program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it (Andrea De La Cruz)

Discussion:

Each year, in anticipation of the State Legislative Session, the Marana Town Council reviews and adopts a legislative priority program. This program captures issues and policy areas of importance to the Town of Marana, such as state-shared revenues, protection of local control, and other Town-related issues. The resolution provides the necessary authority from the Marana Town Council for Staff and contracted lobbyists to pursue the policies within the legislative program at the State Legislature. While many issues and policies from prior years are retained year over year in this program, Town Staff did a comprehensive internal review of the program, and made updates to reflect potential legislative initiatives in the upcoming 2024 legislative session (the legislature will convene January 8, 2024).

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

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2023-132; adopting a 2024 Town of Marana Legislative Policy Priority Program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it.

Attachments

Resolution No. 2023-132

MARANA RESOLUTION NO. 2023-132

RELATING TO INTERGOVERNMENTAL RELATIONS; ADOPTING A 2024 TOWN OF MARANA LEGISLATIVE POLICY PRIORITY PROGRAM AND AUTHORIZING AND DIRECTING THOSE AUTHORIZED TO LOBBY ON BEHALF OF THE TOWN OF MARANA TO REPRESENT AND PURSUE IT

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

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

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

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

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

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

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

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

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David Udall, Town Clerk

Jane Fairall, Town Attorney