



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 6, 2024, at or after 6:00 PM

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

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on February 6, 2024, at or after 6:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revised agenda items appear in *italics*.

As a courtesy to others, please turn off or put in silent mode all electronic devices.

Meeting Times

Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 6:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings

If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card (located in the lobby outside the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility

To better serve the citizens of Marana and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas

Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at (520) 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda Posted no later than 24 hours prior to the meeting, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.maranaaz.gov under Agendas and Minutes.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located outside the Council Chambers and deliver it to the Town Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

PROCLAMATIONS

PR1 Proclamation Recognizing American Heart Month (David L. Udall)

PR2 Proclamation Recognizing February 1, 2024 as Optimist Day (David L. Udall)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

- C1 Ordinance No. 2024.006: Relating to Development; approving a modification to Ordinance No. 99.02 which requires developers of land within the lower Santa Cruz River Levee Benefit Area to enter into a development agreement with the Town for payment of the Lower Santa Cruz River Levee Fee to remove the requirement for a development agreement (Jane Fairall)
- C2 Resolution No. 2024-011: Relating to Development; approving a final plat for Gladden Farms, Blocks 43A and 43B, located northwest of the W Tangerine Road and W Clark Farms Boulevard intersection (Scott Radden)
- C3 Resolution No. 2024-012: Relating to Real Estate; approving and authorizing the Mayor to execute the Right of Way Easement in favor of Tucson Electric Power Company, to provide power service to Southwest Gas Corporation's new natural gas tap site, over Ora Mae Harn District Park property (George Cardieri)
- C4 Approval of Regular Council Meeting Summary Minutes of January 16, 2024 (David L. Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

- A1 Resolution No. 2024-013: Relating to Utilities; approving and authorizing the Mayor to execute Agreements for Construction of Drainage Facilities under Private Contract between the Town and Mandarin Holdings, LLC (Jane Fairall)

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

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT



Council-Regular Meeting

PR1

Meeting Date: 02/06/2024

Date: February 6, 2024

Subject: Proclamation Recognizing American Heart Month (David L. Udall)

Attachments

Proclamation



PROCLAMATION
Recognizing American Heart Month

WHEREAS, February is American Heart Month, a time when all people are encouraged to focus on their cardiovascular health; and

WHEREAS, annually more than 350,000 people experience cardiac arrest outside of a hospital, including 23,000 children; and

WHEREAS, CPR is a critical skill that children as young as 9 years old can learn; and

WHEREAS, the American Heart Association celebrates 100 years of progress against cardiovascular disease; and

WHEREAS, the Town of Marana Parks and Recreation Department offers both Adult and Pediatric First Aid/CPR and AED training.

NOW, THEREFORE, I, Ed Honea, Mayor of the Town of Marana, do hereby proclaim February as American Heart Month and encourage all residents to take an online or in person CPR course, learn and practice with a CPR Anytime Training Kit, watch a 60-second video to learn Hands-Only CPR, or enroll in a Heartsaver™ certification course.

Dated this 6th day of February, 2024.

ATTEST:

David L. Udall, Town Clerk

Ed Honea, Mayor





Council-Regular Meeting

PR2

Meeting Date: 02/06/2024

Date: February 6, 2024

Subject: Proclamation Recognizing February 1, 2024 as Optimist Day (David L. Udall)

Attachments

Proclamation



PROCLAMATION
Recognizing February 1, 2024 as Optimist Day

WHEREAS, Young people are our joy of today and our hope for tomorrow. They are filled with potential, and their unbounded enthusiasm to use their own talent, skills, and hard work to make a difference in others' lives inspires all around them; and

WHEREAS, Members of Optimist International celebrate Optimist Day throughout the world on the first Thursday of every February to promote their efforts in helping and recognizing the young people that make a difference in their communities and who encourage a greater exchange of ideas between young people and adults; and

WHEREAS, There are thousands of Optimist Clubs worldwide that carry out more than 6,500 service projects and serve around six million young people each year; and

WHEREAS, Anyone can celebrate Optimist Day by volunteering in the community, teaming up with their local Optimist Club, doing something that brings out optimism in themselves or others, or by bringing awareness about Optimist Day and the Optimist International Organization to friends and loved ones; and

WHEREAS, The Marana-Foothills Optimist Club is a local club whose mission is to provide hope and positive vision and to bring out the best in youth, our communities, and ourselves. The club's purpose is to develop optimism as a way of life, promote an active interest in good government and civic affairs, inspire respect for the law, promote patriotism and work for international accord and friendship among all people, aid and encourage in the development of youth, and serve others to advance the well-being of humankind, community life, and the world.

NOW, THEREFORE, I, Ed Honea, Mayor of the Town of Marana, do hereby proclaim and recognize February 1, 2024 as Optimist Day in the Town of Marana and commend the Town's Optimists for all of their accomplishments and for the impact they have in people's lives.

Dated this 6th day of February, 2024.

ATTEST:

David L. Udall, Town Clerk

Ed Honea, Mayor





Council-Regular Meeting

C1

Meeting Date: 02/06/2024

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: February 6, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2024.006: Relating to Development; approving a modification to Ordinance No. 99.02 which requires developers of land within the lower Santa Cruz River Levee Benefit Area to enter into a development agreement with the Town for payment of the Lower Santa Cruz River Levee Fee to remove the requirement for a development agreement (Jane Fairall)

Discussion:

On January 20, 1998, the Mayor and Council adopted Resolution No. 98.03 approving an intergovernmental agreement (the "IGA") between the Town and Pima County Flood Control District (the "District") for development of the Lower Santa Cruz Flood Control Levee Project (the "Project"). The IGA provides that the Town shall reimburse the District for the Town's share of the Project costs at \$500 per benefitting acre, and that the Town shall adopt policies, procedures, and ordinances designed to levy and collect the fee from new development within the benefit area, at the sole discretion of the Town. On February 16, 1999, the Mayor and Council adopted Ordinance No. 99.02 which provides that property owners subject to the \$500 per benefitting acre fee (the "Lower Santa Cruz River Levee Fee" or the "Fee") shall enter into a development agreement with the Town prior to the issuance of a building permit on the property and that the development agreement shall contain provisions for payment of the Fee at the time of issuance of a building permit. On May 6, 2014, the Mayor and Council adopted Ordinance No. 2014.012, adopting certain development impact fees and continuing previously adopted development impact fees, including the Lower Santa Cruz Flood Control Levee Fee, and providing that the Fee shall be collected upon issuance of a grading permit in the benefit area. Subsequent impact fee ordinances in 2017 and 2022 continued the collection of the Fee as originally adopted in

Ordinance No. 99.02 and described in Ordinance No. 2014.012.

The proposed ordinance on tonight's agenda will, if approved, remove the requirement in Ordinance No. 99.02 that property owners subject to the Fee must enter into a development agreement in order to pay the Fee. Town staff believes that collection of the Fee upon issuance of the grading permit is an efficient method of collection and that the addition of a development agreement is unnecessary. The proposed ordinance will not change any of the other provisions related to the Fee, as set forth in the ordinances and agreements described above.

Staff Recommendation:

Staff recommends approval of the ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2024.006, approving a modification to Ordinance No. 99.02 which requires developers of land within the lower Santa Cruz River Levee Benefit Area to enter into a development agreement with the Town for payment of the Lower Santa Cruz River Levee Fee to remove the requirement for a development agreement.

Attachments

Ordinance No. 2024.006

Ordinance No. 99.02

MARANA ORDINANCE NO. 2024.006

RELATING TO DEVELOPMENT; APPROVING A MODIFICATION TO ORDINANCE NO. 99.02 WHICH REQUIRES DEVELOPERS OF LAND WITHIN THE LOWER SANTA CRUZ RIVER LEVEE BENEFIT AREA TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE TOWN FOR PAYMENT OF THE LOWER SANTA CRUZ RIVER LEVEE FEE TO REMOVE THE REQUIREMENT FOR A DEVELOPMENT AGREEMENT

WHEREAS, on January 20, 1998, the Mayor and Council adopted Resolution No. 98.03 approving an intergovernmental agreement (the "IGA") between the Town and Pima County Flood Control District (the "District") for development of the Lower Santa Cruz Flood Control Levee Project (the "Project"); and

WHEREAS the IGA provides that the Town shall reimburse the District for the Town's share of the Project costs at \$500 per benefitting acre; and

WHEREAS the IGA further provides that the Town shall adopt policies, procedures, and ordinances designed to levy and collect the \$500 per benefitting acre fee from new development within the benefit area and that the method used to collect the fee shall be at the sole discretion of the Town; and

WHEREAS, on February 16, 1999, the Mayor and Council adopted Ordinance No. 99.02 which provides that property owners subject to the \$500 per benefitting acre fee (the "Lower Santa Cruz River Levee Fee" or the "Fee") shall enter into a development agreement with the Town prior to the issuance of a building permit on the property and that the development agreement shall contain provisions for payment of the Fee at the time of issuance of a building permit; and

WHEREAS, on May 17, 2006, the Mayor and Council adopted Resolution No. 2006-067, approving an intergovernmental agreement between the Town, Pima County, and the District, authorizing the Town to use the Fee towards funding of design and construction of additional joint projects related to Santa Cruz River bank protection, including projects authorized by 1997 and 2004 Pima County bonds for the "Santa Cruz River Park in the Vicinity of Continental Ranch" and "Marana Rattlesnake Park" projects; and

WHEREAS, on May 6, 2014, the Mayor and Council adopted Ordinance No. 2014.012, adopting certain development impact fees and continuing previously adopted development impact fees, including the Lower Santa Cruz Flood Control Levee Fee, and

providing that the Fee shall be collected upon issuance of a grading permit in the benefit area; and

WHEREAS the adoption of Ordinance No. 2017.029 on December 19, 2017, and Ordinance No. 2022.029 on December 20, 2022, continued the collection of the Fee as originally adopted in Ordinance No. 99.02 and described in Ordinance No. 2014.012; and

WHEREAS the Mayor and Council find that the requirement for a property owner to enter into a development agreement to pay the Lower Santa Cruz Flood Control Levee Fee is not necessary and that the removal of that requirement is in the best interests of the Town and its citizens.

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

Section 1. Marana Ordinance No. 99.02 is hereby modified to remove the requirement for property owners to enter into a development agreement to pay the Lower Santa Cruz Flood Control Levee Fee. All other provisions of Ordinance No. 99.02 shall remain in force and effect, as provided for in Ordinance Nos. 2014.012, 2017.029, and 2022.029 and the Town shall collect the Fee upon issuance of a grading permit in the benefit area.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed as of the effective date of this ordinance.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of February 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: IJM
DEPUTY RECORDER
1941 ROOE



SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
13251 N LON ADAMS RD
MARANA AZ 85653

DOCKET: 11003
PAGE: 403
NO. OF PAGES: 4
SEQUENCE: 19990490250
03/15/1999
ORDIN 11:12
MAIL
AMOUNT PAID \$ 8.00

MARANA ORDINANCE NO. 99.02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MARANA, ARIZONA, REQUIRING DEVELOPERS OF LAND WITHIN THE LOWER SANTA CRUZ RIVER LEVEE BENEFIT AREA TO ENTER INTO DEVELOPMENT AGREEMENTS WITH THE TOWN TO REIMBURSE THE TOWN FOR ITS SHARE OF THE COSTS FOR CONSTRUCTION OF THE LEVEE FROM THE ENHANCED VALUE OF THE OWNERS' PROPERTY, AND REPEALING ALL RESOLUTIONS, ORDINANCES AND RULES OF THE TOWN OF MARANA IN CONFLICT HERewith.

WHEREAS, on January 20, 1998, the Town of Marana entered into an Intergovernmental Agreement with the Pima County Flood Control District for construction of a flood control levee to protect the Town's residents from periodic inundation and soil erosion from the lower Santa Cruz River; and

WHEREAS, pursuant to that Intergovernmental Agreement, the Town is to contribute financing for the project proportionate to its share of the benefit at a rate of \$500.00 for each benefitting acre or approximately \$1,875,000.00 payable upon issuance of the building permit; and

WHEREAS, pursuant to that Intergovernmental Agreement, the Town must adopt ordinances and procedures for the collection of a fee from landowners seeking to develop their property within the levee project benefit area; and

WHEREAS, the Pima County Flood Control District has determined which property within the Town will benefit from the construction of the levee and has identified this property on the map attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, pursuant to the Intergovernmental Agreement, those residential property owners within the Benefit Area owning less than two acres on or before December 30, 1997, and those property owners who develop their property solely for the purpose of agriculture are exempt from payment of any fee for the levee.

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

Section 1. Those property owners within the benefit area who intend to develop their property for a use that is not solely agricultural shall enter into a development agreement with the Town before

they may receive a building permit or change the use of their property from what it was on December 30, 1997.

Section 2. This development agreement shall contain provisions for payment by the property owner of five hundred dollars (\$500.00) per acre for the cost of the levee project payable upon issuance of the building permit.

Section 3. Residential properties within the benefit area smaller than two acres on or before December 30, 1997, are exempt from entering into this development agreement.

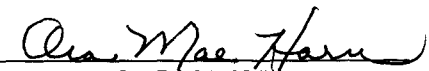
Section 4. All ordinances and resolutions or parts of ordinances and resolutions in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

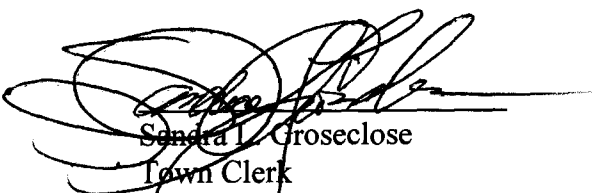
Section 5. Repeal of all ordinances and resolutions or parts of ordinances and resolutions in conflict with the provisions of this ordinance does not affect rights and duties that have matured or penalties that were incurred and proceedings that were begun before the effective date of that repeal.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona this 16th day of February, 1999.

ATTEST:


Mayor ORA MAE HARN


Sandra L. Groseclose
Town Clerk

APPROVED AS TO FORM:

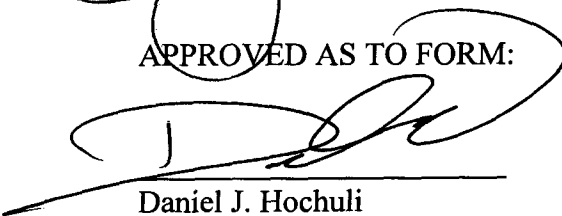

Daniel J. Hochuli
Town Attorney

EXHIBIT A

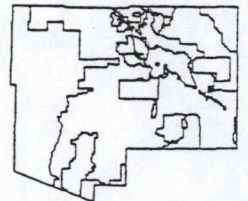
LOWER SANTA CRUZ RIVER LEVEE

BENEFIT AREA

- ∧ Parcel Boundaries
- ∧ Santa Cruz River
- ∧ Benefit Area Boundary
- ∧ Floodway/Erosion Hazard Boundary
- ∧ Corporate Boundaries
- ∧ Levee Alignment
- Undeveloped Parcels



Not To Scale December 1997



Eastern Pima County Index Map

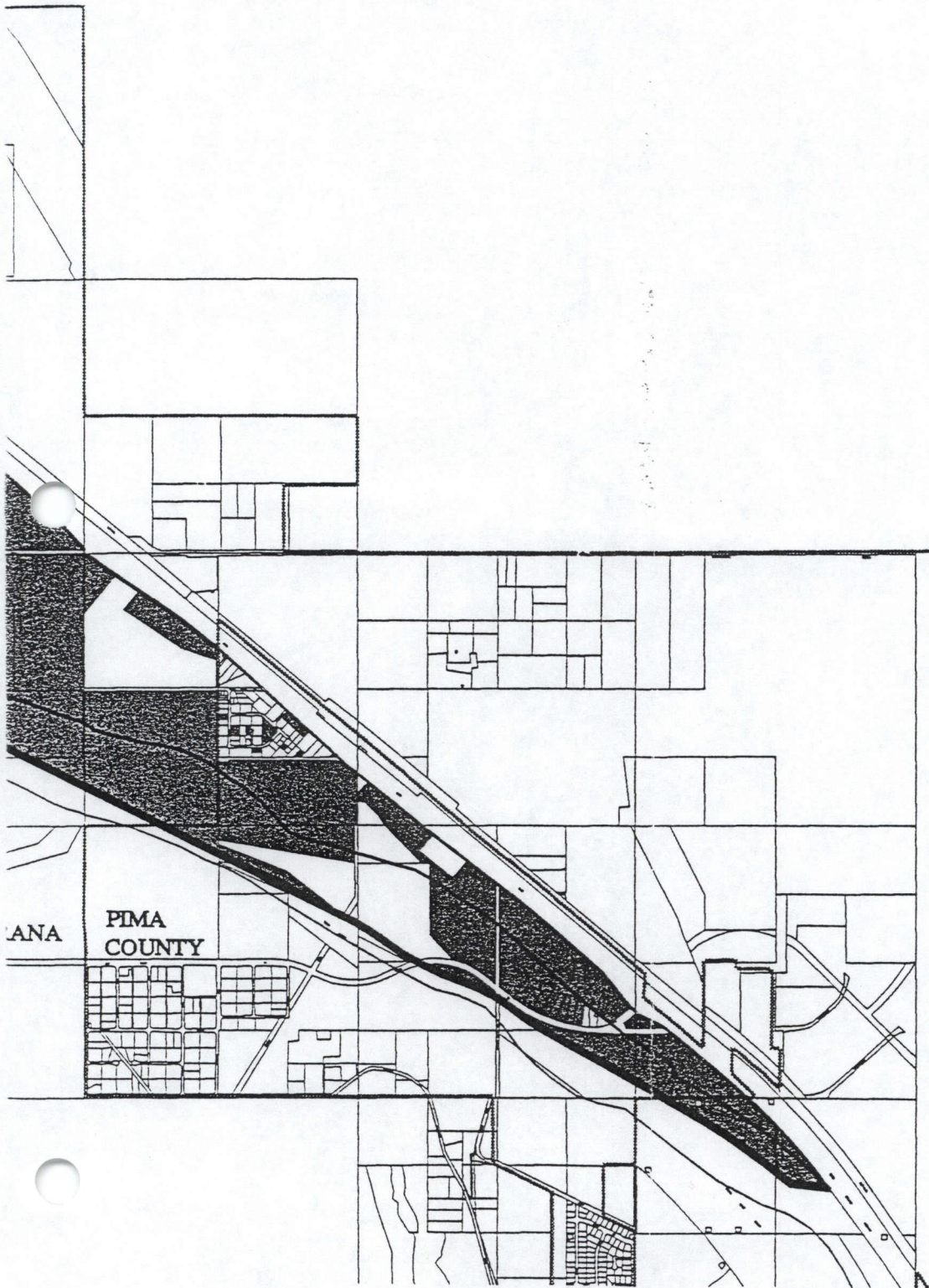
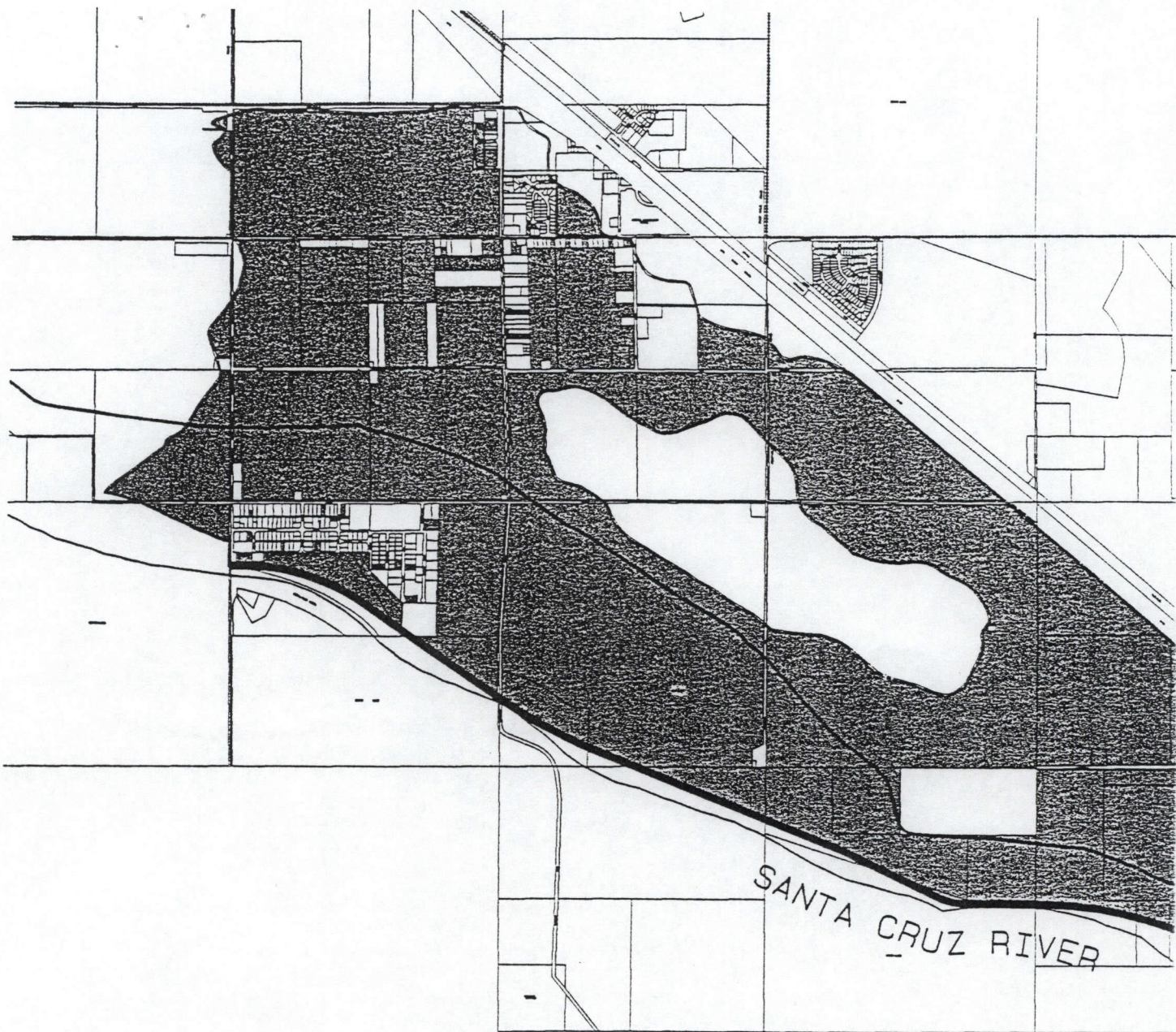


EXHIBIT 2

PIMA COUNTY
FLOOD CONTROL
DISTRICT





6504030011



Council-Regular Meeting

C2

Meeting Date: 02/06/2024

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Scott Radden, Senior Planner

Date: February 6, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2024-011: Relating to Development; approving a final plat for Gladden Farms, Blocks 43A and 43B, located northwest of the W Tangerine Road and W Clark Farms Boulevard intersection (Scott Radden)

Discussion:

Request

Baker & Assoc. Engineering, Inc., on behalf of Fidelity National Title-Trust 60540, has applied for approval of a final plat for Gladden Farms, Blocks 43A and 43B, a resubdivision of Block 43 of the amended final plat for Gladden Farms, Blocks 28, 31-34, 37, 38, 42 and 43, recorded at Sequence No. 20181100137, except the portion of Block 43 resubdivided per the final plat for Gladden Farms, Block 38B, Sequence No. 20221750090, and Parcel "B," as shown in the record of survey recorded at Sequence No. 20173560112, within a portion of Section 35, Township 11 South, and Range 11 East.

Zoning

The zoning of the property is SP- Gladden Farms II Specific Plan (Amended), adopted by Ordinance No 2018.023 on December 18, 2018.

Land Use

The proposed final plat is a resubdivision of Block 43 of the amended final plat for Gladden Farms, Blocks 28, 31-34, 37, 38, 42 and 43, except the portion of Block 43 resubdivided per the final plat for Gladden Farms, Block 38B. Northwest Fire District

Station #341 is located within proposed Block 43B (1.84 acres) with a Specific Plan land use designation of Commercial (C). Block 43A (17.9 acres) of the proposed plat is currently vacant with a Specific Plan land use designation of High Density Residential (HDR) and Commercial (C) for a small portion located in the southwest corner of the proposed final plat.

Access and Traffic

Access to this property is from W Tangerine Rd., east of the existing Fire Station, and from W Clark Farms Blvd.

Utilities

Water and sewer service for the site exists and is provided by the Town of Marana. TEP Electric and Southwest Gas will provide the electric and natural gas services.

Staff Recommendation:

Staff has reviewed the proposed final plat against the requirements of Ordinance No. 2018.023, the Gladden Farms II Specific Plan (Amended), the Marana Town Code, and the Marana General Plan. The final plat is in substantial conformance with all required development regulations and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2024-011, approving the final plat for Gladden Farms Blocks 43A-43B.

Attachments

Resolution No. 2024-011
Gladden Farms Blk 43A & 43B Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2024-011

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR GLADDEN FARMS, BLOCKS 43A AND 43B, LOCATED NORTHWEST OF THE W TANGERINE ROAD AND W CLARK FARMS BOULEVARD INTERSECTION.

WHEREAS, the Mayor and Council adopted Ordinance No. 2018-006, on March 6, 2018, approving amendments to the Gladden Farms II Specific Plan; and

WHEREAS, the Mayor and Council approved Resolution 2018-036, on April 17, 2018, for the Amended Final Block Plat for Gladden Farms Blocks 28, 21-34, 37, 38, 42 and 43; and

WHEREAS, Baker & Assoc. Engineering, Inc., on behalf of Fidelity National Title-Trust 60540, has applied for approval of a final plat for Gladden Farms, Blocks 43A and 43B, a resubdivision of Block 43 of the amended final plat for Gladden Farms, Blocks 28, 31-34, 37, 38, 42 and 43, recorded at Sequence No. 20181100137, except the portion of Block 43 resubdivided per the final plat for Gladden Farms, Block 38B, Sequence No. 20221750090, and Parcel "B," as shown in the record of survey recorded at Sequence No. 20173560112, located northwest of the W Tangerine Road and W Clark Farms Boulevard intersection; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on February 6, 2024, determined that the final plat for Gladden Farms, Blocks 43A and 43B should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Gladden Farms, Blocks 43A and 43B is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of February 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

DEDICATION

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

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

FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NUMBER 60,540, AND NOT IN ITS CORPORATE CAPACITY.

TRUST OFFICER DATE

BENEFICIARY OF FIDELITY NATIONAL TITLE AGENCY TRUST #60,540
HSL GLADDEN FARMS, L.L.C.
3901 E. BROADWAY BLVD., TUCSON, ARIZONA 85711

NORTHWEST FIRE DISTRICT, AN ARIZONA FIRE DISTRICT

DATE
OF NORTHWEST FIRE DISTRICT

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

ON THIS, THE DAY OF , 20, BEFORE ME PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICER OF FIDELITY NATIONAL TITLE AGENCY, L.L.C., AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NO. 60540 AND NOT IN ITS CORPORATE CAPACITY AND ACKNOWLEDGED THAT HE/SHE, AS THE TRUST OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED.

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF , 20 BY , AS OF NORTHWEST FIRE DISTRICT.

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:

ASSURANCES

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

BY: DATE
TOWN OF MARANA

GENERAL NOTES

- THE GROSS AREA OF THIS SUBDIVISION IS 861,987 S.F. (19.7 ACRES).
- THE TOTAL NUMBER OF BLOCKS IS 2.
- TOTAL MILES OF NEW PRIVATE STREETS IS -0-.
TOTAL MILES OF NEW PUBLIC STREETS IS -0-.
- THE ZONING FOR THIS PROJECT IS "r" (GLADDEN FARMS II SPECIFIC PLAN) PER ORDINANCE NO. 2006.03. THE LAND USE DESIGNATIONS ARE HIGH DENSITY RESIDENTIAL ("HDR") PER ORDINANCE NO. 2021.20, AND COMMERCIAL ("C").
- THE TYPE AND AREA OF LAND USE IS "HDR" (17.0 ACRES) AND "C" (2.7 ACRES).
- THE MINIMUM ALLOWABLE LOT SIZE FOR SINGLE-FAMILY RESIDENTIAL PER THE "HDR" LAND USE IS: 3,500 S.F.
- THE MAXIMUM BUILDING HEIGHT FOR SINGLE FAMILY RESIDENTIAL IS 30 FEET. THE MAXIMUM BUILDING HEIGHT FOR MULTI-FAMILY RESIDENTIAL IS 40 FEET.
- THE MINIMUM BUILDING SETBACKS FOR THIS PROJECT ARE SHOWN ON THE "MINIMUM BUILDING SETBACKS" CHART, SEE BELOW.
- THE VEHICLE PARKING SPACES REQUIRED FOR SINGLE FAMILY RESIDENTIAL IS (2) OFF-SITE SPACES PER UNIT WITHIN A FULLY ENCLOSED GARAGE. THE PARKING SPACES REQUIRED FOR MULTI-FAMILY RESIDENTIAL ARE PER THE CURRENT TOWN OF MARANA CODE.
- ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
- THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREAS, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.
- 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.
- 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 EXISTING OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
- AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA OF THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO AIRCRAFT NOISE AND AIRCRAFT OVERFLIGHT. AVIGATION EASEMENT AND RELEASE RECORDED AT DOCKET 13063, PAGE 4202.
- THIS PROPERTY IS SUBJECT TO THE FOLLOWING BLANKET TITLE ITEMS:
 - EXISTING ELECTRIC EASEMENT PER MISCELLANEOUS RECORDS, BOOK 74/PAGE 538.
 - EXISTING COMMUNICATION EASEMENT PER DOCKET 6849/PAGE 533.
 - EXISTING MEMORANDUM OF EASEMENT (SOLAR) PER SEQUENCE #20193080373.
- PER THE GLADDEN II SPECIFIC PLAN SECTION III.L., OPEN SPACE, RECREATION, PARKS AND TRAILS CONCEPT AND SECTION IV.C.3.E. DEVELOPMENT STANDARDS, THE MINIMUM AREA PROVIDED FOR PRIVATE, COMMON ON-SITE RECREATION AREAS SHALL BE:
 - APARTMENTS: 100 S.F. PER UNIT
 - SINGLE FAMILY RESIDENTIAL: 185 S.F. PER RESIDENCE
- INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS 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 INSTALLATIONS WITHIN THE PUBLIC RIGHT-OF-WAY.
- THE SUBDIVIDING LANDOWNERS DESIGNATED ON THIS PLAT AND THEIR SUCCESSORS IN INTEREST RETAIN AN INTEREST IN REAL PROPERTY IN OR UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" (AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED) MAY BE CONSTRUCTED AS DESCRIBED ON THIS BLOCK PLAT. PURSUANT TO THE DISTRICT DEVELOPMENT FINANCING, PARTICIPATION AND INTER-GOVERNMENTAL AGREEMENT (GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT) DATED AS OF JANUARY 1, 2008 (AS AMENDED, THE "GFCFD#2 DA"). IF THE PUBLIC INFRASTRUCTURE IS CONSTRUCTED PURSUANT TO THE GFCFD#2 DA, THE INTEREST AND THE PUBLIC INFRASTRUCTURE MAY BE ACQUIRED BY THE GLADDEN FARMS (PHASE II) COMMUNITY FACILITY DISTRICT (GFCFD#2) PURSUANT TO THE GFCFD#2 DA.
- THIS PROPERTY LIES WITHIN THE GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT.
- PER THE DEVELOPMENT AGREEMENT 6.6 BANK PROTECTION, IN COMPLIANCE WITH CONDITION 16 OF ORDINANCE NO. 99.02, THE DEVELOPER SHALL PAY FOR BANK PROTECTION AS SET FORTH HEREINAFTER. WITHIN BLOCKS THAT ARE NOT SUBDIVIDED AND A DEVELOPMENT PLAN IS THE ONLY PROCESS, THE OBLIGATION FOR THOSE BLOCKS SHALL BE PAID PRIOR TO DEVELOPMENT PLAN APPROVAL.
- THIS PROPERTY IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED AT DOCKET 13068, PAGE 4762, AT DOCKET 13080, PAGE 27 AND SEQ. NO. 20130310505.

BASIS OF BEARING

SOUTH 89°27'17" WEST, ACCORDING TO MAPS AND PLATS SEQUENCE #20181100137 BETWEEN MONUMENTS FOUND ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35. SEE DETAIL, SHEET #2.

MINIMUM BUILDING SETBACKS

MULTI-FAMILY RESIDENTIAL (SITE SETBACKS)	SINGLE-FAMILY RESIDENTIAL (SETBACKS BY LOT)
FRONT: 20'	FRONT: 10' (MAY BE REDUCED TO 5' WITH SIDE-LOADED GARAGE)
SIDE: 20'	FRONT PORCH: 5' (MAY NOT ENCROACH INTO THE P.U.E., IF REQUIRED)
REAR: 20'	FRONT-LOADED GARAGE: 20'
	SIDE-LOADED GARAGE: 5' (MAY NOT ENCROACH INTO THE P.U.E., IF REQUIRED)
	SIDE: 0' (MUST PROVIDE A 3' ACCESS ESMT. ON ADJ. LOT FOR Z-LOT LINES)
	ACCESSORY STRUCTURES: 5'
	REAR: 10'
	PATIO STRUCTURES: 5' IF OPEN ON 3 SIDES
	MAY BE REDUCED TO 5' WITH REAR-LOADED GARAGE

CERTIFICATIONS

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

BRIAN J. LIVERNOIS, R.L.S.
ON POINT SURVEYING, PLLC
REGISTERED LAND SURVEYOR NO. 58324
STATE OF ARIZONA

I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION GEOMETRY FOR THIS PLAT WAS REVIEWED AND SHOWN UNDER MY SUPERVISION.

WILLIAM H. BAKER, JR.
BAKER & ASSOCIATES ENGINEERING, INC.
REGISTERED LAND SURVEYOR NO. 16784
STATE OF ARIZONA

TOWN OF MARANA APPROVALS

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

BY: DATE
MARANA PLANNING MANAGER

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

BY: DATE
MARANA WATER DIRECTOR

MARANA TOWN COUNCIL CERTIFICATION

I, , CLERK OF THE TOWN OF MARANA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE DAY OF , 20.

BY: DATE
CLERK OF THE TOWN OF MARANA

RECORDING DATA

STATE OF ARIZONA } S.S. FEE
COUNTY OF PIMA SEQUENCE NO.

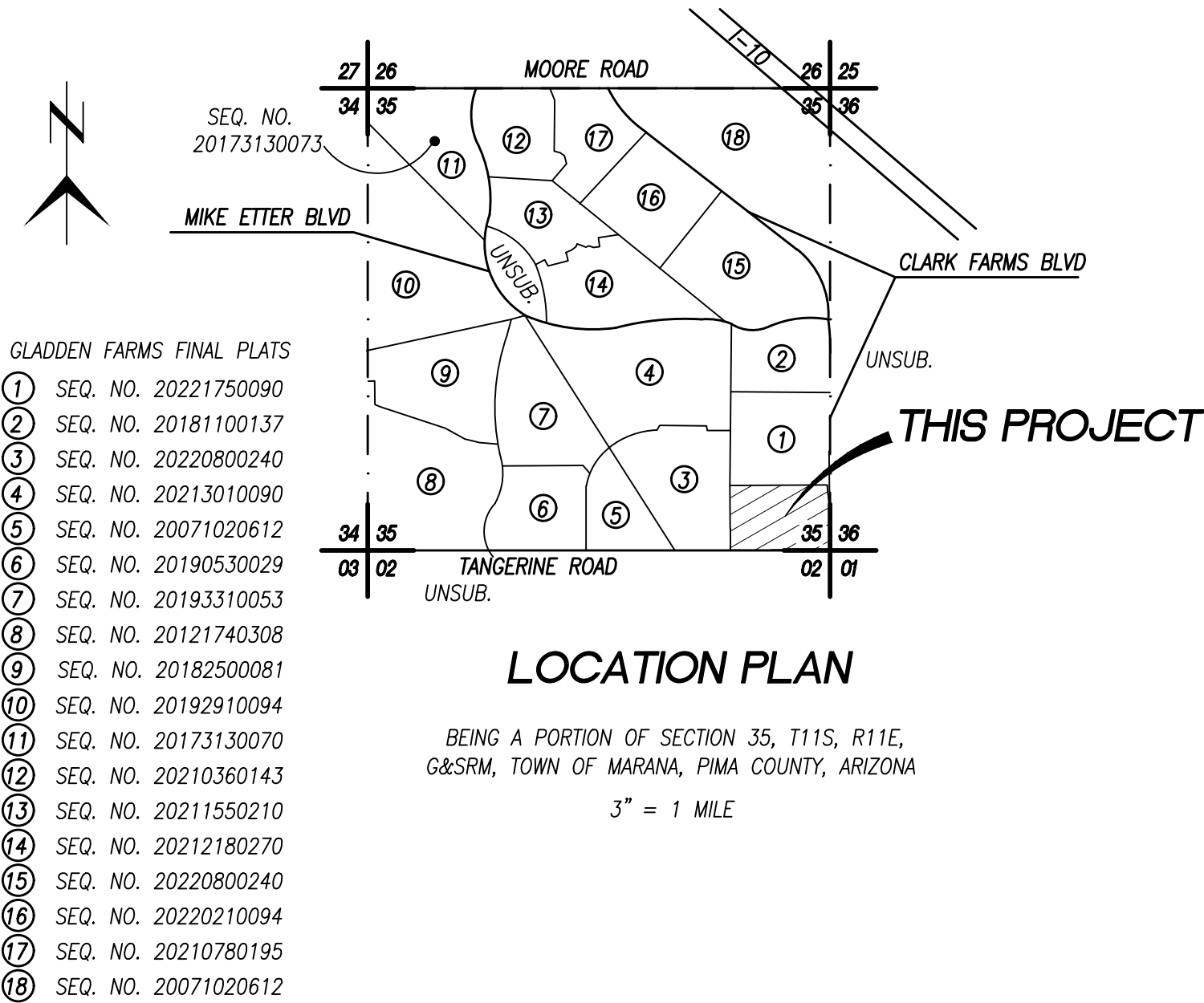
THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BAKER AND ASSOCIATES ENGINEERING, INC., ON THIS DAY OF , 20, AT M. IN SEQUENCE NO. THEREOF.

GABRIELLA CAZARES-KELLY, PIMA COUNTY RECORDER
DEPUTY COUNTY RECORDER DATE

OWNER ADDRESS INFORMATION

FIDELITY NATIONAL TITLE AGENCY IN TRUST NO. 60540
C/O: HSL PROPERTIES, INC.
3901 E. BROADWAY BOULEVARD
TUCSON, ARIZONA 85711

NORTHWEST FIRE DISTRICT
13535 N. MARANA MAIN STREET
MARANA, ARIZONA 85653



SHEET INDEX

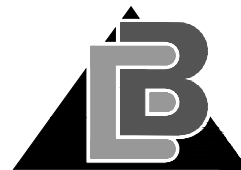
SHEET #1 COVER SHEET, NOTES
SHEET #2 BLOCK PLAT PLAN SHEET

ADMINISTRATIVE ADDRESS

10203 WEST CLARK FARMS BOULEVARD,
MARANA, ARIZONA 85653

BLOCK PLAT for
GLADDEN FARMS, BLOCKS 43A AND 43B

BEING A RESUBDIVISION OF BLOCK 43 OF THE AMENDED FINAL PLAT FOR GLADDEN FARMS, BLOCKS 28, 31-34, 37, 38, 42 AND 43, RECORDED AT SEQUENCE NO. 20181100137, EXCEPT THE PORTION OF BLOCK 43 RESUBDIVIDED PER THE FINAL PLAT FOR GLADDEN FARMS, BLOCK 38B, SEQUENCE NO. 20221750090, AND PARCEL "B", AS SHOWN ON RECORD OF SURVEY RECORDED AT SEQUENCE NO. 20173560112, LOCATED IN SECTION 35, T11S, R11E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA



Baker & Associates Engineering, Inc.

3661 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV-2310-001

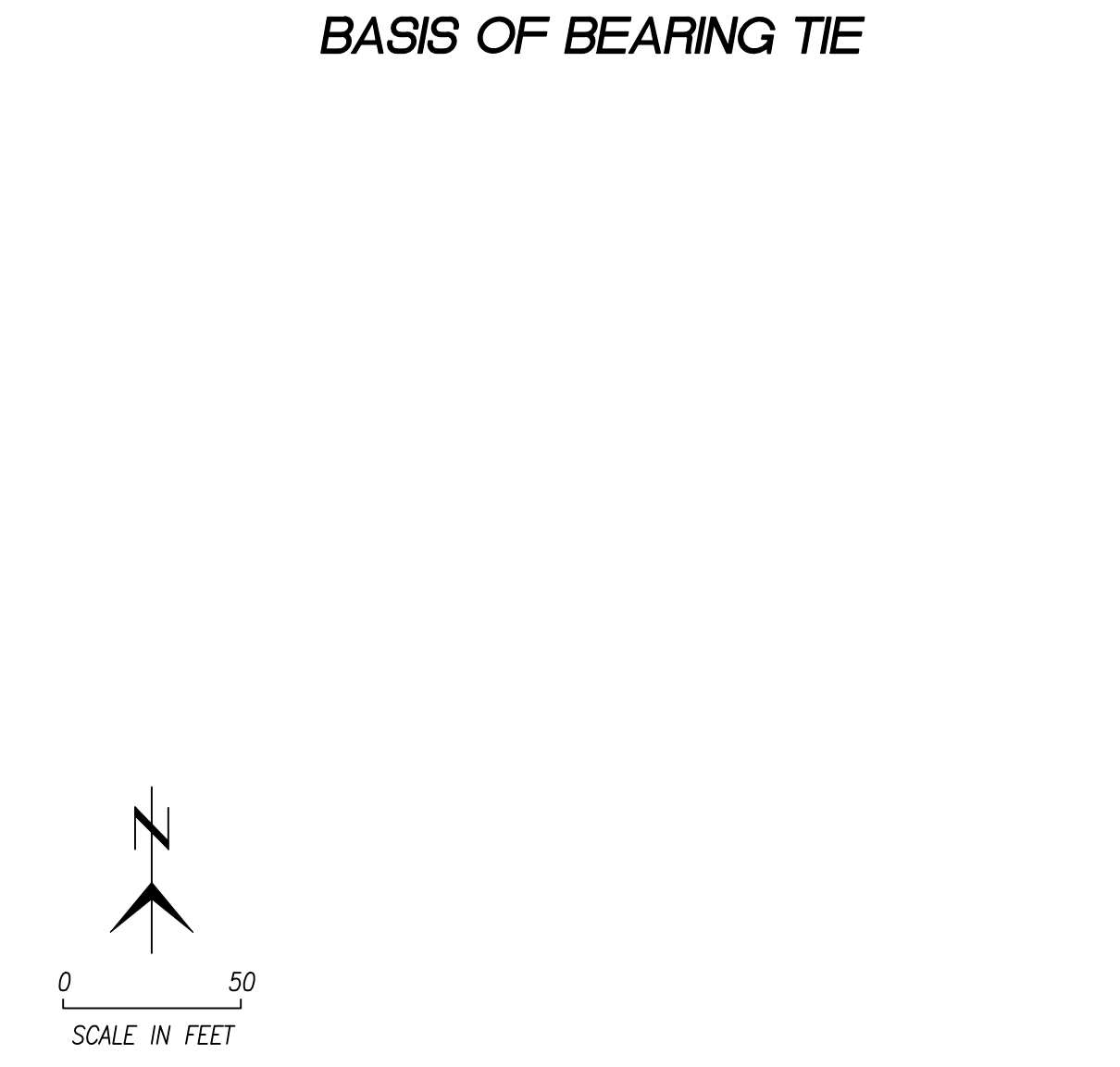
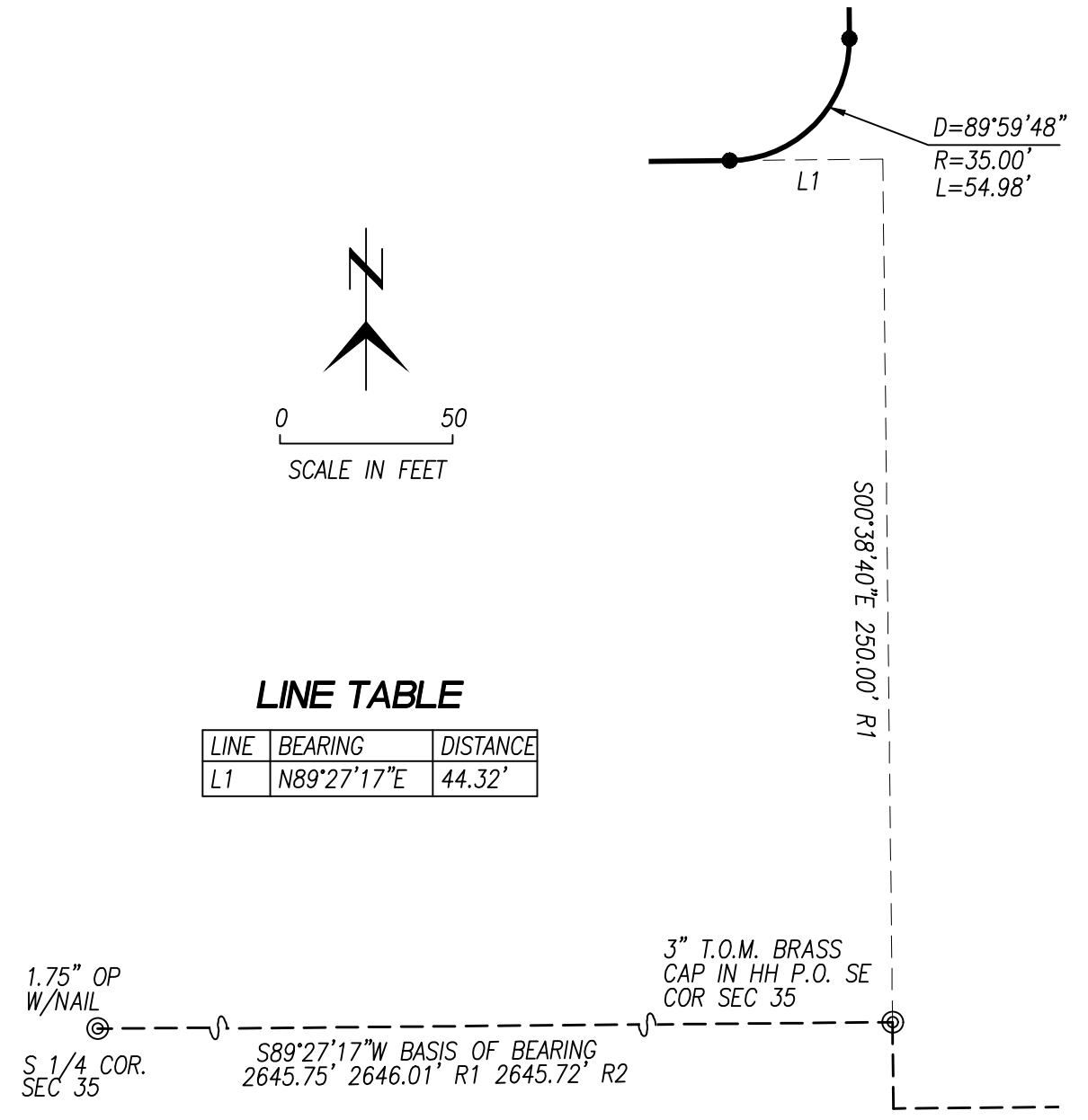
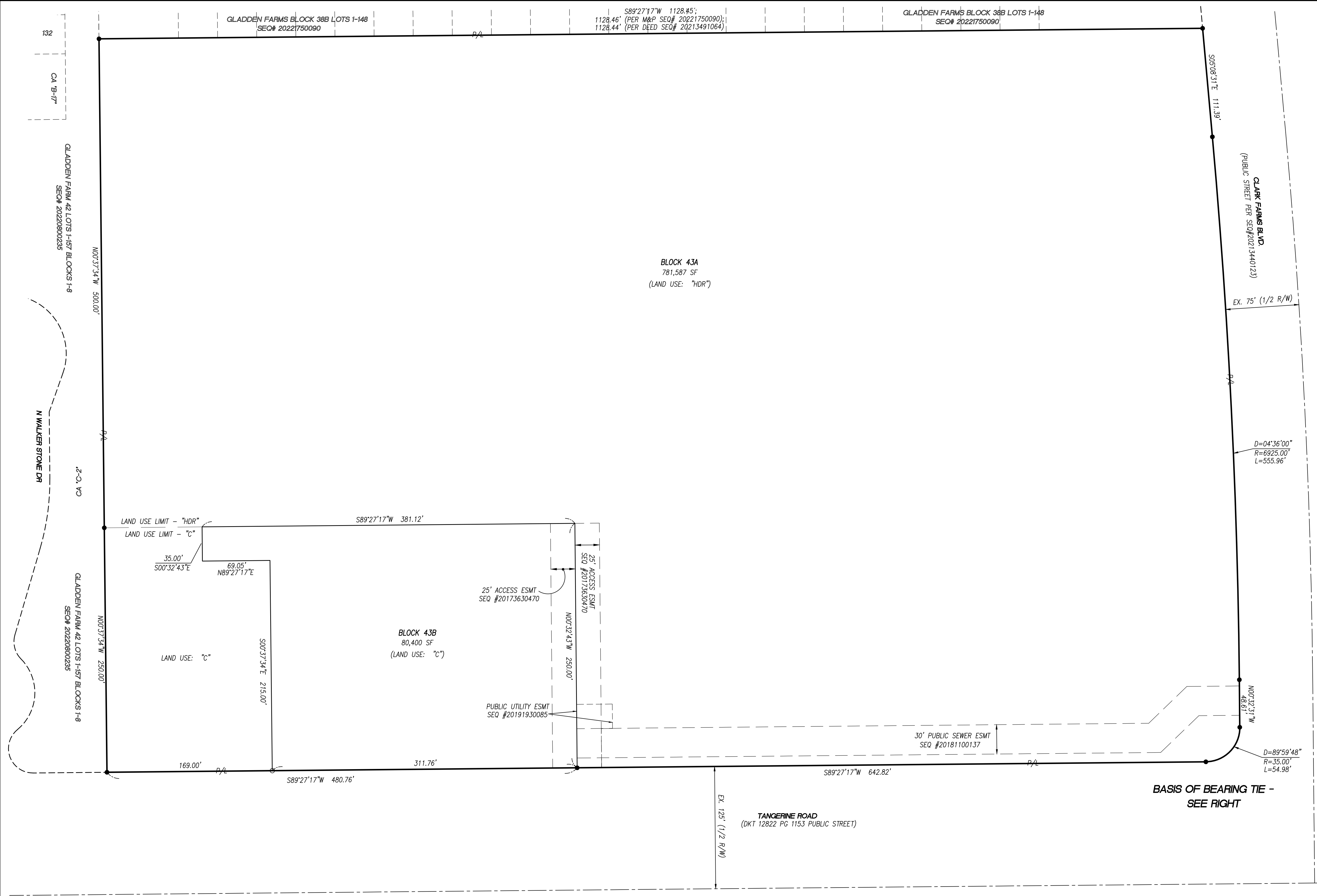
REF: #PRV1710-002; PC22104-001

JOB #2576

DATE: DECEMBER 13, 2023

SHEET 1 OF 2

SEQUENCE #

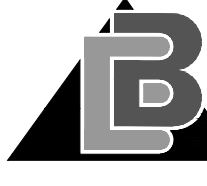


**BLOCK PLAT for
GLADDEN FARMS, BLOCKS 43A AND 43B**

BEING A RESUBDIVISION OF BLOCK 43 OF THE AMENDED FINAL PLAT FOR GLADDEN FARMS, BLOCKS 28, 31-34, 37, 38, 42 AND 43, RECORDED AT SEQUENCE NO. 20181100137, EXCEPT THE PORTION OF BLOCK 43 RESUBDIVIDED PER THE FINAL PLAT FOR GLADDEN FARMS, BLOCK 38B, SEQUENCE NO. 20221750090, AND PARCEL "B", AS SHOWN ON RECORD OF SURVEY RECORDED AT SEQUENCE NO. 20173560112, LOCATED IN SECTION 35, T11S, R11E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

FOR INTERIOR GEOMETRY ONLY

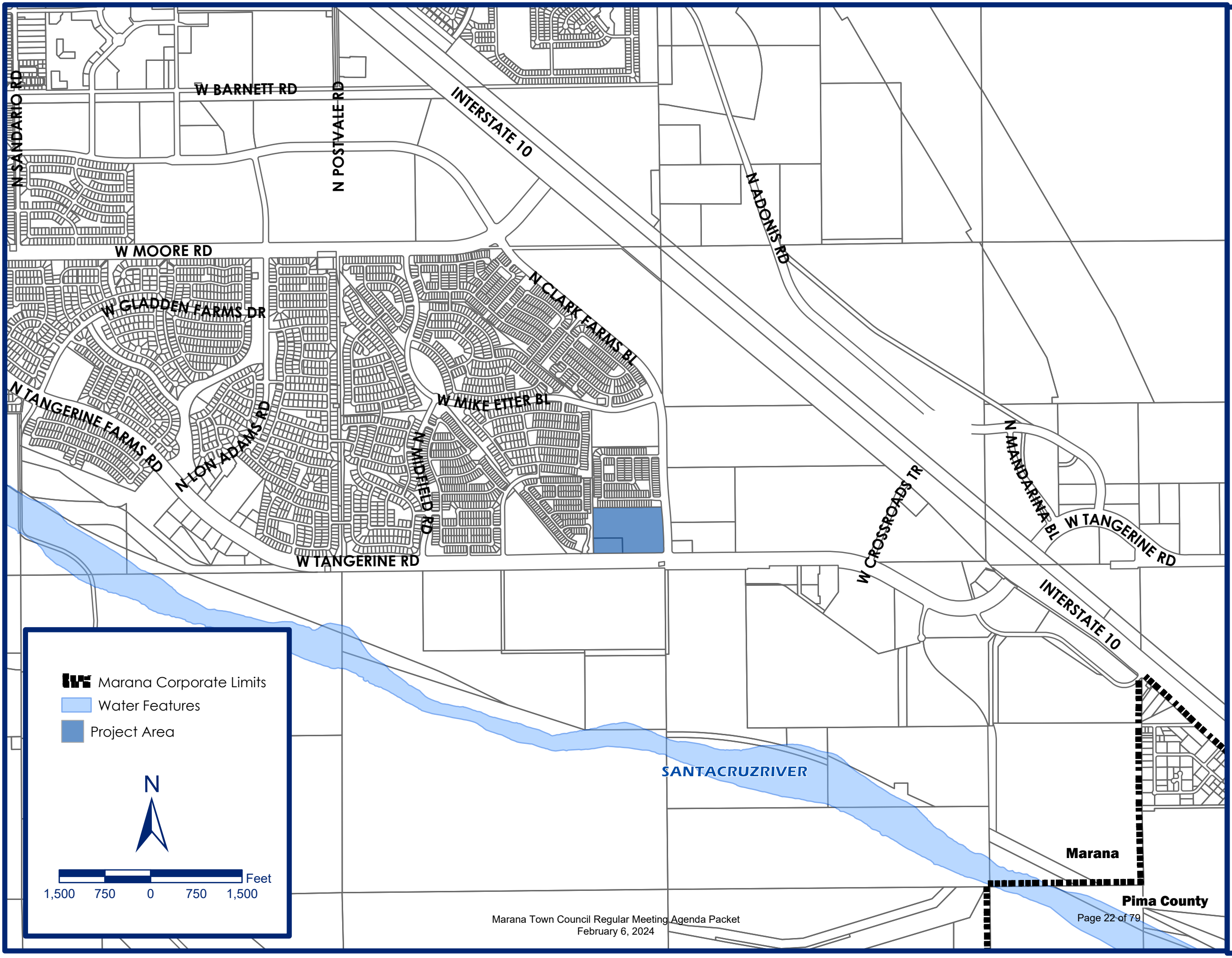




Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV-2310-001 REF.: #PRV1710-002; PCZ2104-001 JOB #2576 DATE: DECEMBER 13, 2023 SHEET 2 OF 2

SEQUENCE # _____



-  Marana Corporate Limits
-  Water Features
-  Project Area



1,500 750 0 750 1,500 Feet

**PROJECT APPLICATION****APPLICATION TYPE**

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

PROJECT INFORMATION

Project Name: Gladden Farms, Blocks 43A & 43B

Description of Project: final Plat

Number of Lots: 2

Parcel No.(s): 217-54-344B & 21754028B

Gross Area (Acres): 19.7

Project Address: 10235 W. Clark Farms Boulevard, Marana, AZ 85653

Ref. Project No.: #PRV1710-002; PCZ2104-001

CONTACT INFORMATION**Owner:** Fidelity National Title-Trust 60540 (See below)

Contact Name: c/o HSL Properties, (Michael Censky)

Address: 3901 E. Broadway Blvd.

City: Tucson

State: AZ

Zip: 85711

Email: mike@hslproperties.com

Phone No.: (520) 322-6994

Applicant: Baker & Assoc. Engineering (see below)

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

Consultant/Engineer: Baker & Assoc. Engineering

Contact Name: Marty Magelli, P.E.

Address: 3561 E. Sunrise Drive, Ste. 225

City: Tucson

State: AZ

Zip: 85718

Email: marty@baetucson.com

Phone No.: (520) 318-1950

OWNER/APPLICANT AUTHORIZATION

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

Michael Censky

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No. _____

Date Received _____



Council-Regular Meeting

C3

Meeting Date: 02/06/2024

To: Mayor and Council

Submitted For: George Cardieri, Real Property Manager

From: George Cardieri, Real Property Manager

Date: February 6, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2024-012: Relating to Real Estate; approving and authorizing the Mayor to execute the Right of Way Easement in favor of Tucson Electric Power Company, to provide power service to Southwest Gas Corporation's new natural gas tap site, over Ora Mae Harn District Park property (George Cardieri)

Discussion:

Southwest Gas Corporation (SWG) has submitted a request for a Right of Way Easement in favor of Tucson Electric Power Company (TEP) to provide power service to SWG's new natural gas tap site, which increases natural gas distribution capacity in Northwest Marana. The requested Right of Way Easement is located within the Town's Ora Mae Harn District Park, which was acquired by the Town per the deed recorded on April 16, 1991, in Docket 9018, Page 810 in the Pima County Recorder's Office. The proposed resolution will authorize the Mayor to execute the Right of Way Easement in favor of TEP.

Staff Recommendation:

Town staff recommends adoption of Resolution No. 2024-012, approving and authorizing the Mayor to execute the Right of Way Easement in favor of Tucson Electric Power Company over Ora Mae Harn District Park property.

Suggested Motion:

I move to adopt Resolution No. 2024-012, approving and authorizing the Mayor to execute the Right of Way Easement in favor of Tucson Electric Power Company over Ora Mae Harn District Park property.

Attachments

Resolution No. 2024-012

Exhibit A to Resolution

MARANA RESOLUTION NO. 2024-012

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A RIGHT OF WAY EASEMENT IN FAVOR OF TUCSON ELECTRIC POWER COMPANY, TO PROVIDE POWER SERVICE TO SOUTHWEST GAS CORPORATION'S NEW NATURAL GAS TAP SITE, OVER ORA MAE HARN DISTRICT PARK PROPERTY

WHEREAS the Town of Marana owns and maintains the real property acquired for Ora Mae Harn District Park, recorded on April 16, 1991, in Docket 9018, Page 810 in the Pima County Recorder's Office; and

WHEREAS Southwest Gas Corporation ("SWG") has submitted a request for a Right of Way Easement in favor of Tucson Electric Power Company ("TEP") to provide power service to SWG's new natural gas tap site; and

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

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

SECTION 1. The right of way easement in favor of TEP in substantially the form attached as Exhibit A and incorporated by this reference in this resolution, is hereby approved, and the Mayor is hereby authorized to sign the Right of Way Easement and any associated documents 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 right of way easement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of February 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David Udall, Town Clerk

Jane Fairall, Town Attorney

RIGHT OF WAY EASEMENT

TOWN OF MARANA, an Arizona municipal corporation

(hereinafter referred to as "Grantor"), hereby grants to **Tucson Electric Power Company**, an Arizona corporation, its successors and assigns (hereinafter referred to as "Grantee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual non-exclusive easement and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers, concrete pads, risers, poles, anchors, guy wires and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for communication facilities of other entities (taken together, the "Facilities"), in, over, under, across and along that certain real property described as follows (the "Easement"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee, for purposes of ingress and egress to the Easement, a right of access over, upon or along Grantor's property as is reasonably necessary to access the Easement. Grantee shall repair any damage to Grantor's property that results from any such ingress or egress.

Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, landscaping, earth fill, walls or fences upon the Easement that would impair the repair, maintenance or removal of any or all of the Facilities. All Facilities, including electrical and communication structures installed by Grantee in and upon the Easement, shall remain the personal property of the Grantee and shall not be deemed a part of the realty.

Grantee and its contractors, agents and employees shall have the right to trim or top such trees and to cut such roots and remove such obstacles that could endanger or interfere with the Facilities, and shall have free access to the Facilities at all times for the purpose of exercising the rights herein granted.

Grantee shall have the right during initial construction of the Facilities, to use for the purposes incidental to said construction, a strip of land 10 feet in width adjacent and contiguous to the Easement, said strip to be in whole or in part on each side of the Easement, said right to use said strip of land ceasing and being terminated at such time as said initial construction is completed.

Grantor shall not increase or decrease the ground surface elevation within the boundaries of the Easement after approved final grade is established and meets Grantee's construction standards. Subsequent to the construction, the ground surface shall not be penetrated to a depth in excess of 12 inches by any tool or implement, without having the underground facilities located and taking all necessary precautions to protect them. If subsequent to construction Grantor changes the grade in such a way as to require relocation or alteration of the Facilities, the cost shall be borne by Grantor or subsequent owners.

Grantor hereby agrees that these covenants are made for the herein-described real property which is the subject of this Easement. Grantor hereby warrants and represents, and acknowledges Grantee's reliance upon said warranty and representation, that Grantor has good and sufficient title to the real property in order to grant this Easement.

Exhibit A to Marana Resolution No. 2024-012

In consideration of the mutual terms, covenants and conditions herein contained, this easement shall be binding upon and inure to benefit of any heirs, executors, administrators, permittees, licensees, agents, or assigns of Grantor and any successors and assigns of Grantee.

In witness hereof, the Grantor has executed these presents this _____ day of _____, 2024.

Town of Marana, an Arizona municipal corporation

SIGNATURE

PRINTED NAME

TITLE

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024,
by _____ as _____ for
Town of Marana, an Arizona municipal corporation.

Notary Public



PROJECT NO. 230228

DATE: November 14, 2023

APN 217-36-004D

Electric Easement

A 10.00 foot wide electric easement over a portion of that certain parcel recorded at Sequence Number 91041962, in the Office of the Recorder, Pima County, Arizona, located in the Southwest Quarter of the Northeast Quarter of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the southwest corner of the Northeast Quarter (Center 1/4) of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona monumented by a 3 inch brass capped survey monument stamped "Town Of Marana RLS 13187" from which the southeast corner of the Northeast Quarter (East 1/4) of said Section 27 monumented by a 3 inch brass capped survey monument stamped "Town Of Marana RLS 13187" bears North 89°18'47" East, 2645.98 feet distant (Basis of Bearings for this description);

Thence North 89°18'47" East upon the south line of the of the Northeast Quarter of said Section 27, a distance of 411.82 feet;

Thence North 00°41'13" West, a distance of 71.75 feet to the **POINT OF BEGINNING**;

Thence continuing North 00°41'13" West, a distance of 3.25 feet to the southeast corner of that certain parcel recorded at Sequence Number 20223540490;

Thence continuing North 00°41'13" West upon the east line of said parcel recorded at Sequence Number 20223540490, a distance of 6.75 feet to a line 81.75 feet north of and parallel with said south line;

Thence North 89°18'47" East upon said parallel line, a distance of 40.91 feet to the west line of a Tucson Gas and Electric Company easement recorded in Book 2619 at Page 121 in the Office of the Recorder, Pima County, Arizona;



2025 W. Ruthrauff Road, Suite 125 · Tucson, Arizona 85705

Office: 520.398-6651

Thence South 00°36'49" East upon said west line, a distance of 10.00 feet to a line 71.75 feet north of and parallel with said south line;

Thence South 89°18'47" West upon said parallel line, a distance of 40.90 feet to the **POINT OF BEGINNING**.

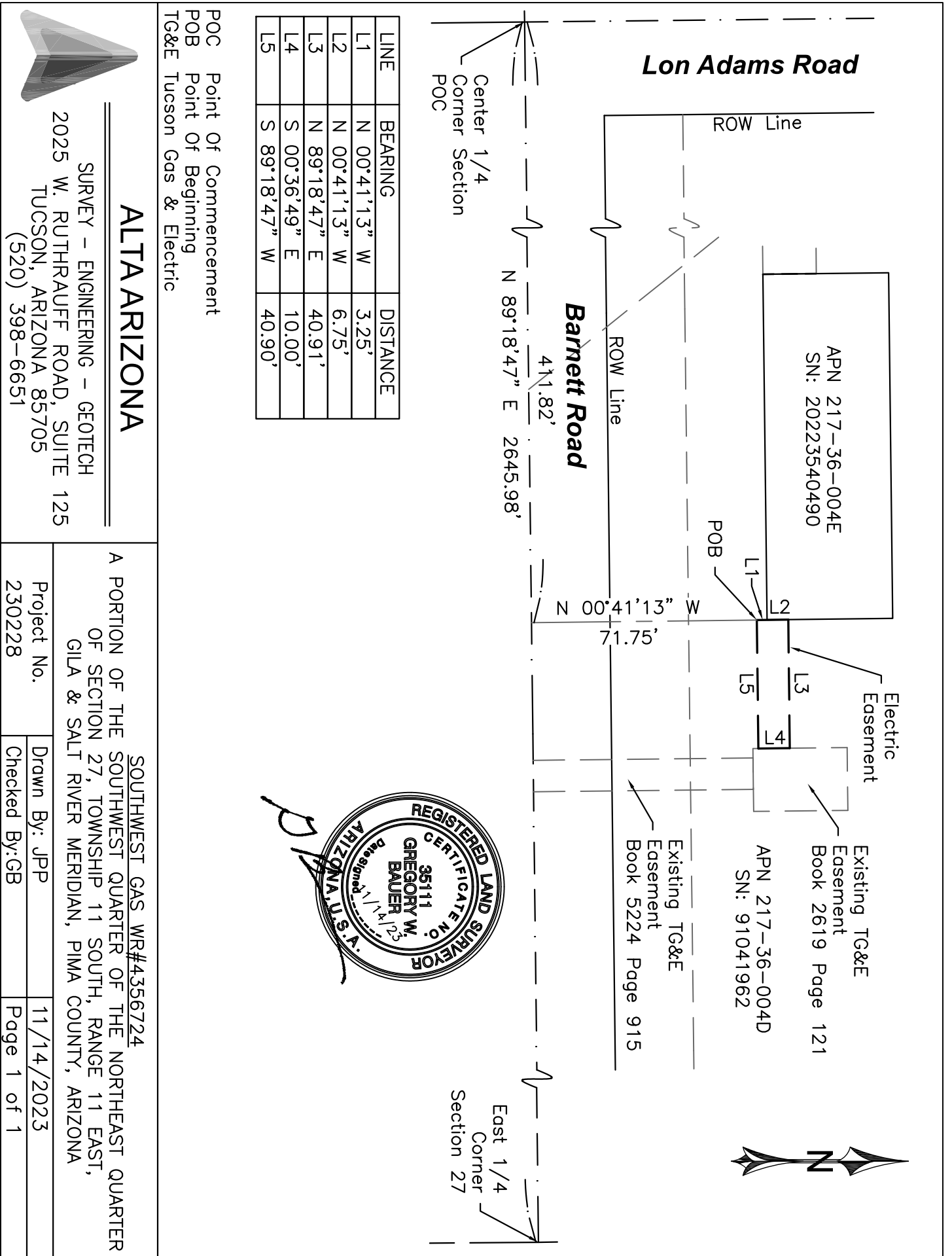
Said easement contains 409 square feet as described.

PREPARED BY:

Alta Arizona

Gregory W. Bauer, RLS







PROJECT NO. 230228
DATE: December 21, 2023
APN 217-36-004D

Electric Easement

A 5.00 foot wide electric easement over a portion of that certain parcel recorded at Sequence Number 91041962, in the Office of the Recorder, Pima County, Arizona, located in the Southwest Quarter of the Northeast Quarter of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the southwest corner of the Northeast Quarter (Center 1/4) of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona monumented by a 3 inch brass capped survey monument stamped "Town Of Marana RLS 13187" from which the southeast corner of the Northeast Quarter (East 1/4) of said Section 27 monumented by a 3 inch brass capped survey monument stamped "Town Of Marana RLS 13187" bears North 89°18'47" East, 2645.98 feet distant (Basis of Bearings for this description);

Thence North 89°18'47" East upon the south line of the of the Northeast Quarter of said Section 27, a distance of 455.63 feet to the west line of an electric easement as described in Docket 5224 at page 915 in the office of the Recorder, Pima county, Arizona;

Thence North 00°36'49" West, upon said west line, a distance of 25.00 feet to the **POINT OF BEGINNING at POINT "A"** on the south right of way of Barnett Road;

Thence South 89°18'47" West, upon said south right of way, a distance of 5.00 feet;

Thence North 00°36'49" West a distance of 46.75 feet;

Thence North 89°18'47" East a distance of 2.00 feet to the west line of an electric easement as described in Docket 2619 at Page 121 in the office of the Recorder, Pima County, Arizona;

Thence South 00°36'49" East, upon said west line, a distance of 1.75 feet to the southwest corner of said easement;

Thence North 89°18'47" East, upon the south line of said easement, a distance of 3.00 feet to the west line said electric easement as described in Docket 5224 at Page 915;



Thence South 00°36'49" East, upon said west line, a distance of 45.00 feet to the **POINT OF BEGINNING**.

Said easement contains 228.5 square feet as described.

TOGETHER WITH

A 5.00 foot wide electric easement over a portion of that certain parcel recorded at Sequence Number 91041962, in the Office of the Recorder, Pima County, Arizona, located in the Southwest Quarter of the Northeast Quarter of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMECING at POINT "A";

Thence North 89°18'47" East, upon the north right of way of Barnett Road, a distance of 10.00 feet to the **POINT OF BEGINNING** at the east line of and electric easement as described in Docket 5224 at Page 915 in the office of the Recorder in Pima County, Arizona;

Thence North 00°36'49" West, upon the east line of said easement, a distance of 45.00 feet to the south line of an electric easement as described in Docket 2619 at Page 121 in the office of the Recorder Pima County;

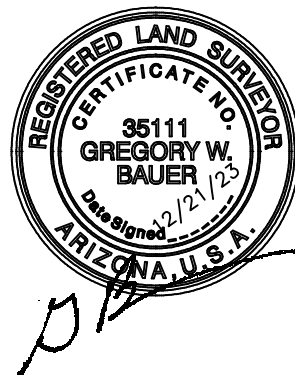
Thence North 89°18'47" East, upon the south line of said easement, a distance of 5.00 feet;

Thence South 00°36'49" East a distance of 45.00 feet to the north line of said Barnett Road right of way;

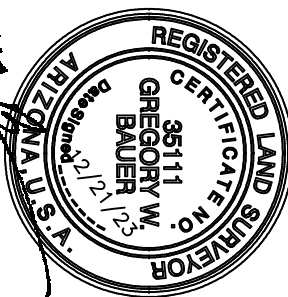
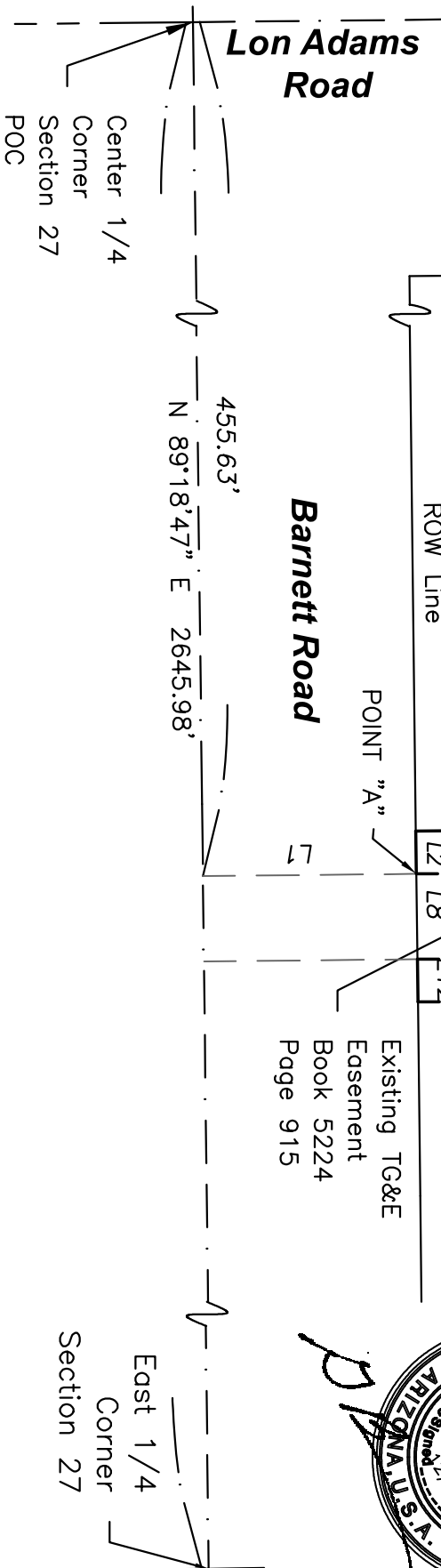
Thence South 89°18'47" West, upon said right of way, a distance of 5.00 feet to the **POINT OF BEGINNING**.

Said easement contains 225.0 square feet as described.

PREPARED BY:
Alta Arizona
Gregory W. Bauer, RLS



LINE	BEARING	DISTANCE
L1	N 00°36'49" W	25.00'
L2	S 89°18'47" W	5.00'
L3	N 00°36'49" W	46.75'
L4	N 89°18'47" E	2.00'
L5	S 00°36'49" E	1.75'
L6	N 89°18'47" E	3.00'
L7	S 00°36'49" E	45.00'
L8	N 89°18'47" E	10.00'
L9	N 00°36'49" W	45.00'
L10	N 89°18'47" E	5.00'
L11	S 00°36'49" E	45.00'
L12	S 89°18'47" W	5.00'



POC Point Of Commencement
POB Point Of Beginning
TG&E Tucson Gas & Electric

ALTA ARIZONA

SURVEY - ENGINEERING - GEOTECH
2025 W. RUTHRAUFF ROAD, SUITE 125
TUCSON, ARIZONA 85705
(520) 398-6651

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST,
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Project No.
230228

Drawn By: JPP
Checked By: GB

12/21/2023
Page 1 of 1



Council-Regular Meeting

C4

Meeting Date: 02/06/2024

To: Mayor and Council

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

Date: February 6, 2024

Subject: Approval of Regular Council Meeting Summary Minutes of January 16, 2024
(David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 01/16/2024



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, January 16, 2024, at or after 6:00 PM

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

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

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 Officer moved to reorder the action items on the agenda by moving Item A7 before Item A1 under the Council Action section and to otherwise approve the agenda as presented. Council Member Kai seconded the motion. Motion passed, 7-0.

CALL TO THE PUBLIC

Regular Council Meeting Summary Minutes
January 16, 2024

Pima County Supervisor Sylvia Lee addressed the Council. **Supervisor Lee** introduced herself and said she was happy to assist in any way she could. She presented a lapel pin to each of the Council Members. **Council Member Ziegler** said she was glad **Supervisor Lee** was appointed to the Pima County Board of Supervisors.

Patrick Cavanaugh addressed the Council regarding the Safford Apartments construction. He said the infrastructure construction has impacted his neighbors, who would also be addressing the Council.

Katherine Szczygiel and **Janet Bahtolomucci** then addressed the Council regarding the Safford Apartments construction. Concern was expressed that no notice of the construction was provided to the residents and that the construction noise has been constant and disruptive. Concern was also expressed at the amount of natural vegetation that was removed as part of the construction process.

Council Member Ziegler said she visited the site and asked if Town staff could visit the site to help address concerns.

Deputy Town Manager Erik Montague said that Town staff is aware of the concerns that have been brought forward and that staff would be happy to meet with the individuals who spoke during Call to the Public to provide an update and information regarding next steps. *[A brief meeting between these individuals and Town staff subsequently took place in the lobby.]*

David Morales addressed the Council. He provided a document to the Town Council consisting of a five-year lease agreement for the Marana VFW. A copy of the lease agreement is on file with the Town Clerk's Office. **Mr. Morales** highlighted the services the VFW has provided to the Town on a volunteer basis and asked for help with rent.

PROCLAMATIONS

PR1 Proclamation Recognizing the Month of February as Love of Reading Month (David L. Udall)

Town Clerk / Assistant Town Attorney David Udall read the proclamation as **Mayor Honea** presented it to its recipient.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Ziegler thanked the Marana Senior Center for hosting a Secret Service Agent that provided education and training related to fraud and scams.

Mayor Honea said there are a lot of positive things happening in the community right now.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema said the Town issued 48 single-family residential permits so far in January. Last January, there were 27 total permits issued. He highlighted Town construction projects taking place in north Marana, the upcoming Cape Chase event, and a recent podcast related to the Town's application for a Modification of its Designation of Assured Water Supply.

PRESENTATIONS

P1 Relating to Budget; presentation of independent auditor's report and final results for the 2022-2023 fiscal year (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis briefly introduced this item along with presenter **Brian Hemmerle** with Bakertilly. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Hemmerle** explained the responsibilities of the auditors and the results of the audit. For more detailed information, please see the presentation slides.

Mayor Honea expressed his approval of the audit results.

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. 2024-001: Relating to Administration; approving and authorizing the Finance Director to execute an Inmate Work Contract between the Town of Marana and the Arizona Department of Corrections, Rehabilitation and Reentry for inmate labor services (Libby Shelton)

C2 Resolution No. 2024-002: Relating to Development; approving a final plat for Southern Arizona Logistics Center Lots 1 – 3 located generally west of Interstate 10 and east of Clark Farms Boulevard, approximately one quarter mile north of Tangerine Road (Steve Cheslak)

C3 Resolution No. 2024-003: Relating to Development; approving the final plat for Tangerine Crossing Commercial Center Lots 17-18, located approximately one tenth mile northeast of the intersection of Tangerine and Thornydale Roads (Scott Radden)

C4 Resolution No. 2024-004: Relating to Intergovernmental Relations; approving and authorizing the Mayor to execute an Intergovernmental Agreement by and between Marana Unified School District No. 6 and the Town of Marana for Public Leadership and Lifesaving Course (Wayne Barnett)

C5 Resolution No. 2024-005: Relating to the Police Department; approving and authorizing the Mayor to execute an intergovernmental agreement by and between the parties that form the Pima County/Tucson Metropolitan Counter Narcotics Alliance (CNA) regarding the administration and operation of the CNA, a law enforcement task force (Libby Shelton)

C6 Resolution No. 2024-006: Relating to Police Department; approving and authorizing the Chief of Police to execute the Arizona Internet Crimes Against Children Task Force Intergovernmental Agreement between the Marana Police Department and the Phoenix Police Department (Libby Shelton)

C7 Resolution No. 2024-007: Relating to Tourism; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Project Echelon, Ltd. regarding participation in and financial support of the 2024 Project Echelon Gran Fondo Ride for Veterans (Stefanie Boe)

C8 Approval of Regular Council Meeting Summary Minutes of December 19, 2023 (David L. Udall)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A7 Resolution No. 2024-009: Consideration and possible adoption of a resolution approving the sale and execution and delivery of pledged excise tax revenue obligations and pledged excise tax revenue refunding obligations, in one or more series; approving

Regular Council Meeting Summary Minutes
January 16, 2024

Page 4 of 15

the form and authorizing the execution and delivery of necessary agreements, instruments and documents; delegating authority to determine certain matters with respect to the foregoing and declaring an emergency (Yiannis Kalaitzidis)

Mr. Kalaitzidis introduced this item. He said the Town is currently engaged in constructing the Community Center and Aquatics Facility, and that so far, the design, management, and construction costs have been able to be covered by what has come in under the dedicated half-cent sales tax. However, expenses for the project will soon outpace the revenues coming in from that dedicated source. As a result, this item involves the issuance of debt to help finance the project. **Mr. Kalaitzidis** said the debt would be structured to be paid off as soon as possible by the dedicated revenue stream. He said this item also involves refinancing current debt to save the Town money. He then introduced **Mark Reader, Managing Director with Stifel**, who presented. A copy of the presentation slides is on file with the Town Clerk's Office.

Mr. Reader explained market conditions, the debt the Town is considering entering into, the Town's financial position relative to the debt option, and timelines. For detailed information, including tables and graphical information, please see the presentation slides.

Council Member Ziegler said her understanding was that the Community Center and Aquatics Facility would be paid by the half-cent sales tax revenue and asked why debt was needed. She asked why the Town could no longer keep up with the costs of the facility without debt.

Mr. Montague explained that the sales tax revenue was to be collected over a nine-year timeframe and that the facility was being designed and constructed over a two-and-a-half-year timeframe. As a result, the cashflows would not be adequate without debt. He said the debt is being structured so it is well received in the marketplace and to be paid off as quickly as possible. He said the plan has been to construct the facility using debt paid off by the half-cent sales tax funds to deliver the project in the timeframe desired by the Town Council. He said there is no departure from what has been discussed in previous meetings.

Vice Mayor Post moved to adopt Resolution No. 2024-009. Council Member Comerford seconded the motion. Motion passed, 6-1, with Council Member Ziegler voting Nay.

A1 PUBLIC HEARING: Ordinance No. 2024.001: Relating to Development; approving a rezoning of approximately 3.9 acres of land located at 9996 N. Silverbell Road, on the

east side of N. Silverbell Road, one tenth of a mile south of N. Coachline Boulevard, from Zone C (Large Lot) to R-36 (Residential) (Scott S. Radden)

Mayor Honea opened the public hearing at 6:55 PM.

Senior Planner Scott Radden presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Radden** explained this rezoning request involved a non-site analysis rezone from Zone C (Large Lot) to R-36 (Residential). For more information, including maps of the areas and zoning involved, please see the presentation slides.

Patrick Cavanaugh addressed the Council. He said he was concerned this rezoning would increase density in an area that has enjoyed open space and would harm the surrounding wildlife and environment.

Lynn Hansen addressed the Council on behalf of the applicant. He said this rezoning request would bring the land out of Zone C in accordance with the Marana General Plan. He said it was approved unanimously by the Planning Commission. **Mr. Hansen** explained the rezone would provide a good transition between surrounding areas of low and higher density. He said that while the subject property was near a historic site, it was not part of the historic site and that no adverse effects to cultural resources are considered likely by the rezone. He also said the view of the properties to the west would not be affected because those properties are at a higher elevation.

Council Member Craig asked if a Large Lot C zone would be more equivalent to R-144 instead of R-36. **Mr. Radden** said R-144 allows for 144,000 square-foot lots whereas Large Lot C requires a minimum of 25-acres. As a result, he said the subject property is currently a legal non-conforming use because it does not meet the minimum 25-acre lot size.

Council Member Craig commented that R-144 is more consistent with the surrounding neighborhood than R-36. She also said the rezone would change the character of the neighborhood because it would change one large lot into three. She said this area is also a major wildlife corridor that should be safeguarded.

Mr. Radden said that it was not a designated wildlife corridor.

Council Member Ziegler said she visited the site and said there is a lot of wildlife in the area, but she did not think that adding a few more houses would affect the wildlife in this case. She also said the rezone is consistent with the Town's General Plan.

Mayor Honea closed the public hearing at 7:02 PM.

Vice Mayor Post moved to adopt Ordinance No. 2024.001. Council Member Officer seconded the motion. Motion passed, 6-1, with Council Member Craig voting Nay.

A2 PUBLIC HEARING: Ordinance No. 2024.002: Relating to Development; approving a modification of a rezoning condition of Marana Ordinance No. 2021.016, which rezoned approximately 49 acres of land located approximately one-quarter mile south of Ina Road, west of Silverbell Road, to revise a provision of the ordinance that required the property owner to design and construct a continuous left-turn lane along the entire frontage of the rezoning area (Scott S. Radden)

Mayor Honea opened the public hearing at 7:13 PM.

Senior Planner Scott Radden presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Radden** explained this request involved modifying a rezoning condition requiring the property owner to design and construct a continuous left-turn lane along the entire frontage of the rezoning area. The proposed ordinance would modify that requirement by instead requiring that the property owner design and construct left-turn lanes for the northbound traffic on Silverbell Road for both entrances into the subdivision, subject to design approval by the Town Engineer. For more information, including maps of the area and zoning condition involved, please see the presentation slides.

Council Member Kai asked if a southbound deceleration lane for southbound traffic would be required. **Del Post**, an attorney representing the property owner, addressed the Council. He said there is not a deceleration lane, but that it is a low-density project that does not require a deceleration lane. **Council Member Kai** said it only takes one vehicle to stop traffic even in low-density areas and asked if Town staff has assessed whether a deceleration lane is needed on this two-lane road. **Public Works Director Fausto Burruel** said Town staff does review this and that a deceleration lane was not warranted in this case. He said deceleration lanes can cause issues with bicycle lanes.

Council Member Craig asked how the apartment complex approved to the north of the subject property would affect traffic and bicycle lanes in this area. **Mr. Burruel** said he believed it would integrate well, but that would be further assessed by Town staff as development occurs.

Council Member Comerford asked if the entire area would be reconstructed by the Regional Transportation Authority (RTA). **Mr. Burruel** said it eventually would be, but

it would be a few years out. **Council Member Comerford** asked if any issues that arose between now and then could be worked out during the reconstruction, and **Mr. Burruel** said they could be.

Council Member Ziegler said she was in favor of the rezoning condition modification. She asked if landscaping and other improvements would be included on the east side of the roadway. **Mr. Burruel** said that those improvements will not be taking place as part of this project.

Mayor Honea closed the public hearing at 7:25 PM.

Council Member Kai moved to adopt Ordinance No. 2024.002. Council Member Ziegler seconded the motion. Motion passed, 7-0.

A3 PUBLIC HEARING: Ordinance No 2024.003: Relating to Development; approving a rezoning of approximately 1.5 acres of land located northwest of the intersection of West Ina Road and North Oldfather Drive from NC (Neighborhood Commercial) to VC (Village Commercial) (Scott S. Radden)

Mayor Honea opened the public hearing at 7:26 PM.

Senior Planner Scott Radden presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Radden** explained this rezoning request involved a non-site analysis rezone to Village Commercial from Neighborhood Commercial. Clarifying questions were asked and answered during the presentation. For more information, including maps of the areas and zoning involved, please see the presentation slides.

Robin Large, Senior Land Use Planner with Lazarus & Silvyn, P.C., addressed the Council. She explained that the subject property would keep the oil and lube shop but that the gas station currently on site would be replaced with something consistent with Village Commercial zoning. In answer to a question from **Council Member Comerford**, **Ms. Large** said her understanding was that the property to the north of the subject property will be utilized as a potential storage or office area.

Mayor Honea closed the public hearing at 7:32 PM.

Council Member Ziegler moved to adopt Ordinance No. 2024.003. Vice Mayor Post seconded the motion. Motion passed, 7-0.

A4 PUBLIC HEARING: Resolution No. 2024-008: Relating to Development; adopting a minor amendment to the Marana 2040 General Plan to amend the Future Circulation Map (Figure 2-4) in the General Plan to reduce the right-of-way width for Adonis Road from 250 feet to 150 feet from South of the San Lucas subdivision to Tangerine Road (Jane Fairall)

Mayor Honea opened the public hearing at 7:33 PM.

Town Attorney Jane Fairall presented on this item. She said this was a clean-up item and explained that in 2009, the Town modified the right-of-way for Adonis Road in the Town's Major Route's Plan to reduce it from 250 feet to 150 feet from south of the San Lucas subdivision to Tangerine Road, but that when the Town adopted the 2040 General Plan, that stretch of right-of-way inadvertently went back to 250 feet. This item would adjust it to the desired 150 feet.

Mayor Honea closed the public hearing at 7:34 PM.

Council Member Kai moved to adopt Resolution No. 2024-008. Council Member Ziegler seconded the motion. Motion passed, 7-0.

A5 PUBLIC HEARING: Ordinance No. 2024.004: Relating to Development; approving a modification of a rezoning condition of Marana Ordinance No. 2012.05, which rezoned approximately 278 acres of land located generally northeast of I-10, approximately 1.2 miles northwest of the I-10/Tangerine Road interchange, creating the Tortolita Shadows Specific Plan, to revise a provision of the ordinance that required the developer to dedicate to the Town a 170-foot wide drainage easement to be located adjacent to the Union Pacific Railroad (Steve Cheslak)

Mayor Honea opened the public hearing at 7:35 PM.

Planning Manager Steve Cheslak presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Cheslak** said the applicant is requesting a modification to revise a portion of the existing ordinance requiring the developer to dedicate to the Town a 170-foot-wide drainage easement adjacent to the Union Pacific Railroad. The proposed ordinance would modify that requirement by instead requiring the developer to dedicate a 130-foot-wide portion of the property to the Town for drainage purposes instead of granting the 170-foot-wide drainage easement. For more information, including maps of the areas and zoning involved, please see the presentation slides.

Vice Mayor Post asked whether the drainage plan took into account that the Barnett Channel has not been constructed and that it may not be constructed for a long time, if at all. **Mr. Burruel** said the intent was for the drainage to eventually flow into the Barnett Channel once constructed and to utilize existing, intrinsic drainage channels in the meantime.

Vice Mayor Post asked if, absent the Barnett Channel, whether the drainage planned on the east side of I-10 will be able to handle all flows. **Council Member Comerford** alluded to the underwater train incident that occurred in the Twin Peaks area.

Craig Hunt, a Civil Engineer with Bowman Consulting Group, addressed the Council on behalf of the applicant regarding **Vice Mayor Post's** question. **Mr. Hunt** said the proposed drainage channel is designed to handle, receive, and convey drainage flows presented to it. **Vice Mayor Post** asked if it would just convey or if it would be able to hold that flow. **Mr. Hunt** said it would be conveying the flow. He said the applicant is required to provide the drainage channel improvement through the development such that flows are released off of the subject property under existing conditions, and he said that the applicant is able to meet that requirement with 130 feet instead of 170 feet. **Vice Mayor Post** said the existing drainage conditions were very poor, and **Mr. Hunt** said they would be improved once the Barnett Channel is constructed.

Vice Mayor Post asked **Mr. Cheslak** why the applicant needed the 40 feet of property that would no longer be part of the drainage easement under the proposed ordinance. **Mr. Cheslak** said additional lots would fit within that area.

Council Member Ziegler expressed concern with the proposed ordinance in light of the uncertainty regarding whether and when the Barnett Channel will be constructed.

Mr. Burruel explained that when development occurs, the developer is required to allow flows to convey water through their property and to not add additional flows as a result of the development.

Vice Mayor Post said north Marana needs more holding capacity, and that the conversation should focus more on that.

Vice Mayor Post moved to table this item.

Mayor Honea asked if there was an existing retention basin in the area. **Mr. Hunt** said there is an existing retention basin located to the south/southwest of the Adonis subdivision.

Vice Mayor Post said that historically, the property holds water to a great depth and lends itself to being a holding basin. He said he was not in favor of the proposed ordinance.

Mr. Hunt reminded the Council that this item involved the reduction of the drainage conveyance area from 170 feet to 130 feet, and that the same drainage conveyance could be accomplished in 130 feet. He said the Town can consider other ways to improve drainage in the area as a separate issue.

Vice Mayor Post said the Town's engineer should be able to take a look first and provide input to the Council given the discussion that took place under this agenda item.

Mayor Honea closed the public hearing at 7:53 PM.

Mayor Honea commented that he has seen up to a foot of water in the area involved a couple of times over the years.

Vice Mayor Post moved to deny Ordinance No. 2024.004. Council Member Kai seconded the motion. Motion passed, 7-0.

[Note: When making the motion, the mover stated, "Ordinance No. 2024.005." However, based on the context of the discussion and its placement on the agenda, it appears the intent was to move to deny Ordinance No. 2024.004. As a result, "Ordinance No. 2024.004" has been used above.]

A6 PUBLIC HEARING: Ordinance No. 2024.005: Relating to Development; approving a modification of a rezoning condition of Marana Ordinance No. 2009.02, which rezoned approximately 342 acres located north and northwest of the Interstate 10 and Tangerine Road traffic interchange, creating the Mandarin Specific Plan, to delete a provision of the ordinance that required the developer to install a non-potable water system to serve the common open space areas and other landscaped amenities and approving and authorizing the Mayor to sign the First Amendment to Mandarin Development Agreement (Jane Fairall)

Council Member Kai declared a conflict and recused himself from the dais at 7:54 PM.

Mayor Honea opened the public hearing at 7:54 PM.

Ms. Fairall presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. For additional information, including maps, please see the presentation slides.

Ms. Fairall explained there were two different decision points under this agenda item. One involved an amendment to the Mandarin Development Agreement (the "DA") and the other involved an ordinance amending one of the rezoning conditions related to non-potable water use (addressed under 1. below). She briefly reviewed the history of the Mandarin development and discussed four major topics outlined in the amendment to the DA as follows:

1. The 2009 rezoning ordinance requires the developer to install a non-potable water system. The DA acknowledges that the Cortaro-Marana Irrigation District (CMID) was the only plausible provider of non-potable water to the subject property and provides that if the developer was unable to receive non-potable water service from CMID in an economically feasible manner, Town staff would seek Council consideration to remove or modify the non-potable water condition. The developer ultimately was unable to obtain non-potable service in an economically feasible manner. The DA amendment involved as part of this proposed ordinance documents that the developer was unable to obtain non-potable water and will not be eligible for a water resources impact fee credit as described in the DA. The proposed ordinance also removes the non-potable water condition.
2. The Town has a project in its Capital Improvement Program to extend Adonis Road from Mandarin Blvd. to Tangerine Road. After discussions with Town staff, the developer began design work for the project and had discussed with the Town the possibility of moving forward with the project ahead of the Town's timeline, and then be reimbursed by the Town. The Town has since decided to complete the project as part of its Tangerine Road project. This DA amendment requires the Town to reimburse the developer for what the developer spent on design costs (approximately \$153,000.00). The Town will pay the reimbursement cost to the developer within 60 days of receiving the design plans.
3. The DA provided that if the developer built oversized drainage facilities, the developer would be reimbursed for the oversizing costs. Please see the presentation slides for a map depicting the facilities. The DA provided two reimbursement mechanisms: a) construction sales tax revenues, and b) oversizing recovery fees paid by other properties using the drainage infrastructure. The DA stated that the Town and the developer would enter into protected drainage facility agreements prior to construction. The forms of agreement were attached to

the DA with costs and projected drainage capacities. The developer has substantially completed the drainage improvements but did so prior to entering into the agreements for construction of the facilities. This DA amendment includes new forms of agreement reflecting the actual costs and capacities now that they are known. The actual costs and oversizing recovery fees for the basin and north channel are much higher than projected three years ago. The regional channel costs are less than was projected. **Ms. Fairall** highlighted that these costs are paid by other developments utilizing the drainage infrastructure. Town staff intends to bring the new protected facility agreements to Council at the February 6, 2024 Council meeting.

The developer built the regional channel up to a point where the Adonis Road extension will end up going once it is constructed. There is a Central Arizona Project (CAP) syphon in this area, and CAP did not want two crossings across the syphon at this location. Therefore, the Town made the decision that the Adonis Road extension would take precedence over the Mandarinina drainage channel. As a result, a portion of the drainage channel will not be necessary and will not continue to be used in the future. This DA amendment provides that once that portion of the drainage channel is no longer needed, the Town will be responsible for returning it to native land and the costs of the drainage will not be included in the oversizing recovery fee calculations (but will be included for construction sales tax reimbursement purposes). The Town will then sell the former drainage property back to the developer.

Ms. Fairall answered clarifying questions during this portion of the presentation.

4. The final issue involves the proposed Mandarinina Community Park. Please see the presentation slides for a map of the area involved. **Ms. Fairall** explained that neither the 2009 specific plan nor the 2020 DA required the developer to build the park. The developer and the Town's Parks and Recreation Department have worked cooperatively to design the Mandarinina Community Park and the Town added the project to its 2022 infrastructure improvement plan. This DA amendment memorializes this and requires the Town to reimburse the developer for its design costs for the park through impact fee reimbursements.

Vice Mayor Post asked who is building the park and how soon. **Ms. Fairall** said the Town would construct the park within the timeframes outlined in impact fee regulations and based on the needs and demands of the Town.

Mayor Honea closed the public hearing at 8:19 PM.

Council Member Officer moved to adopt Ordinance No. 2024.005. Vice Mayor Post seconded the motion. Motion passed, 6-0.

Council Member Kai was again present on the dais at 8:20 PM.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

Mr. Rozema explained that there was not much to report on, since the Legislature just began the new Legislative Session. Town staff is currently reviewing proposed bills.

D2 Resolution No. 2024-010: Relating to Administration; approving and authorizing the Mayor to execute the Town Manager's Employment Agreement between the Town of Marana and Terry S. Rozema (Jane Fairall)

Ms. Fairall said that the proposed agreement carries forward the same terms and conditions that were in the previous agreement, with the exception of certain vacation accrual rate and managed time off provisions added to ensure the Town Manager received benefits other employees now enjoy as a result of changes made across the Town since the last agreement was entered into. She said an executive session regarding this item was on the agenda and noted for the record that **Mr. Udall** provided **Mr. Rozema** the required notice of the executive session.

Vice Mayor Post said the Town Council was very pleased with the leadership and management that **Mr. Rozema** has shown.

Vice Mayor Post moved to adopt Resolution No. 2024-010 with a term added to the employment agreement raising Mr. Rozema's salary by five percent. Council Member Ziegler seconded the motion. Motion passed, 7-0.

EXECUTIVE SESSIONS

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

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

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

FUTURE AGENDA ITEMS

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

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. Meeting adjourned at 8:24 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on January 16, 2024. I further certify that a quorum was present.

David L. Udall, Town Clerk



Council-Regular Meeting

A1

Meeting Date: 02/06/2024

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: February 6, 2024

Strategic Plan Focus Area:

Proactive Public Services

Strategic Plan Focus Area Additional Info:

Foster an open atmosphere that embraces change, creativity, innovation and calculated risk, and maintains the Town's high quality customer service.

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

Subject: Resolution No. 2024-013: Relating to Utilities; approving and authorizing the Mayor to execute Agreements for Construction of Drainage Facilities under Private Contract between the Town and Mandarin Holdings, LLC (Jane Fairall)

Discussion:

On February 17, 2009, the Mayor and Council adopted Ordinance No. 2009.02, approving a rezoning of approximately 342 acres of land located north and northwest of the Interstate 10 and Tangerine Road traffic interchange to "F - Specific Plan" creating the Mandarin Specific Plan ("Mandarin"). On December 1, 2020, the Town and the former owner of Mandarin, Mandarin, LLC, entered into a development agreement governing the development of Mandarin, and on January 16, 2024, the Mayor and Council approved the First Amendment to the Mandarin DA. Collectively, the December 2020 development agreement and the January 2024 first amendment are referred to here as the "DA."

The DA provides that if the developer builds three oversized drainage facilities, sized to include elements and capacity sufficient to serve Mandarin as well as other benefiting properties, the developer will be reimbursed for the oversizing costs (i.e., the

costs for the portion of the facilities not needed to serve the property). The three drainage facilities are: 1) a detention basin in the northwest corner of the property, 2) a north channel along the northern border of the property, and 3) a regional channel along the UPRR alignment. A map depicting the facilities is included in the agenda packet. The DA calls for two reimbursement mechanisms: 1) construction sales tax reimbursements, and 2) oversizing recovery fees paid by other properties that drain into the oversized facilities. To implement reimbursement through the oversizing recovery fees, the original December 2020 DA stated that the Town and the developer would enter into Agreements for Construction of the facilities prior to construction. The forms of agreement were attached to the original DA with the information that was available at the time regarding projected costs and projected drainage capacities. The developer has substantially completed the drainage improvements, but did so prior to entering into the Agreements for Construction of the facilities. The January 2024 DA amendment acknowledged this chronology of events and included new forms of the Agreements for Construction, reflecting the actual costs and capacities. At the January 16, 2024 Council meeting, Town staff indicated that the Agreements for Construction of the drainage facilities would be brought back for Council consideration at tonight's meeting.

To ensure fair-share reimbursement by property owners who use and benefit from the Mandarinina Detention Basin, North Channel, and Regional Channel, the Agreements for Construction will designate the facilities as protected facilities and adopt associated oversizing recovery charges. Potentially affected properties will be subject to the fees if and to the extent the properties use the facilities. The storage capacity required at the Mandarinina Detention Basin and the drainage discharge required into the Mandarinina North Channel and Mandarinina Regional Channel for newly developed properties will be determined by a drainage report prepared by a licensed civil engineer and approved by the Town Engineer.

As provided in Marana Town Code section 14-4-5, Town staff has provided 30-day notice to potentially affected properties regarding the possible designation of the Mandarinina drainage facilities as "protected facilities" and the possible adoption of oversizing recovery charges for the facilities. Maps depicting the potentially affected properties for each of the three drainage facilities are included in the agenda packet.

The oversizing recovery charges were established based on the cost and capacity of the facilities, as detailed in the table below. This charge is in addition to all other charges and fees associated with the development of the potentially affected properties and will be payable concurrently with a grading permit for property served by the protected facility. These protected facility designations and oversizing recovery charges are governed by sections 14-4-3 and 14-4-5 of the Marana Town Code.

	Mandarina Detention Basin	Mandarina North Channel	Mandarina Regional Channel
Total cost of construction	\$6,219,619	\$1,737,833	\$3,315,403

Total capacity of facility	187.3 acre-feet (a-f)	481 cubic feet per second (cfs)	3207 cubic feet per second (cfs)
Capacity used by the properties developed by Mandarin Holdings, LLC	60.2 a-f	174 cfs	542 cfs
Excess capacity	127.1 a-f	307 cfs	2665 cfs
Cost for using the facility (the oversizing recovery charge)	\$33,206.72 per a-f	\$3,612.96 per cfs	\$1,033.80 per cfs
Total potential amount reimbursable to Mandarin Holdings, LLC	\$4,220,574.11	\$1,072,278.72 (\$1,109,178.72 - \$36,900 credit)	\$2,755,077.00

Staff Recommendation:

Staff recommends approval of the Agreements for Construction of Drainage Facilities under Private Contract.

Suggested Motion:

I move to adopt Resolution No. 2024-013, approving and authorizing the Mayor to execute Agreements for Construction of Drainage Facilities under Private Contract between the Town and Mandarin Holdings, LLC.

Attachments

Resolution No. 2024-013

Exhibit A - Regional Channel Agreement

Exhibit B - North Channel Agreement

Exhibit C - Detention Basin Agreement

Depiction of Drainage Facilities

Map of Potentially Affected Properties - Regional Channel

Map of Potentially Affected Properties - North Channel

Map of Potentially Affected Properties - Detention Basin

MARANA RESOLUTION NO. 2024-013

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR CONSTRUCTION OF DRAINAGE FACILITIES UNDER PRIVATE CONTRACT BETWEEN THE TOWN AND MANDARINA HOLDINGS, LLC

WHEREAS the Mayor and Council of the Town of Marana adopted Ordinance No. 2009.02 on February 17, 2009, approving a rezoning of approximately 342 acres of land located north and northwest of the Interstate 10 and Tangerine Road traffic interchange to “F – Specific Plan” creating the Mandarinina Specific Plan (“Mandarina”); and

WHEREAS the Town and the then-owner of Mandarinina, Mandarinina, LLC, entered into the “Mandarina Development Agreement,” recorded in the Pima County Recorder’s office on December 4, 2020, at Sequence 20203390091; and

WHEREAS the current beneficial owner of Mandarinina, Mandarinina Holdings, LLC (the “Developer”), is the successor in interest to Mandarinina LLC; and

WHEREAS the Town and the Developer entered into the “First Amendment to Mandarinina Development Agreement,” recorded in the Pima County Recorder’s office on January 26, 2024, at Sequence 20240260136 (collectively, the Mandarinina Development Agreement and the First Amendment to Mandarinina Development Agreement are referred to herein as the “Mandarina DA”); and

WHEREAS the Mandarinina DA provides that the Developer may construct certain oversized public facilities, sized to include elements and capacity sufficient to serve Mandarinina and other benefiting properties, and to that extent the Town and the Developer may provide for partial reimbursement to the Developer by non-participating properties by designating the facilities as “protected facilities” in accordance with Marana Town Code section 14-4-3; and

WHEREAS the Mandarinina DA further provides that the Developer shall initiate the protected facility designation process by signing and tendering to the Town an “Agreement for Construction of Facilities under Private Contract” for each facility; and

WHEREAS the Mandarinina DA further provides that after providing notice to benefited properties as provided in Marana Town Code section 14-4-5, Town staff will present the agreements for construction to Council; and

WHEREAS the Mandarin DA further provides that upon approval by Council, the Agreement for Construction of Facilities under Private Contract for the Regional Channel will result in the establishment of the Mandarin Regional Channel Oversizing Recovery Charge; the Agreement for Construction of Facilities under Private Contract for the North Channel will result in the establishment of the Mandarin North Channel Oversizing Recovery Charge; and the Agreement for Construction of Facilities under Private Contract for the Detention Basin will result in the establishment of the Mandarin Detention Basin Oversizing Recovery Charge; and

WHEREAS the Developer has tendered to the Town the Agreements for Construction of Facilities under Private Contract for the Regional Channel, North Channel, and Detention Basin (collectively, the “Agreements for Construction of Drainage Facilities under Private Contract”); and

WHEREAS Town staff has provided 30-day notice to potentially benefited properties regarding the possible designation of the Mandarin drainage facilities as protected facilities and the possible adoption of an oversizing recovery charge, as provided in Marana Town Code section 14-4-5; and

WHEREAS the Mayor and Council find that the terms and conditions of the Agreements for Construction of Drainage Facilities under Private Contract are in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Agreement for Construction of Facilities under Private Contract for the Regional Channel establishing the Mandarin Regional Channel Oversizing Recovery Charge, the Agreement for Construction of Facilities under Private Contract for the North Channel establishing the Mandarin North Channel Oversizing Recovery Charge, and the Agreement for Construction of Facilities under Private Contract for the Detention Basin establishing the Mandarin Detention Basin Oversizing Recovery Charge, attached to and incorporated by this reference in this resolution as Exhibits A, B, and C, respectively, are hereby approved, the Mayor is hereby authorized and directed to sign them for and on behalf of the Town of Marana, and the Town’s Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreements.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF
MARANA, ARIZONA, this 6th day of February, 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

**TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF
DRAINAGE FACILITIES UNDER PRIVATE CONTRACT
Mandarina Regional Channel**

THIS AGREEMENT (this “Agreement”) is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”), and MANDARINA, HOLDINGS LLC, an Arizona limited liability company (the “Developer”). The Town and the Developer are sometimes collectively referred to as the “Parties,” each of which is sometimes individually referred to as a “Party.”

RECITALS

A. This Agreement is entered into and authorized pursuant to Title 14 of the Marana Town Code as it may be amended from time to time (“Marana Town Code Title 14”).

B. The Developer desires for the Town to issue flood control use permits for development on the land described and depicted in the Mandarin Specific Plan, adopted by Marana Ordinance No. 2009.02, recorded in the Pima County Recorder’s office at Docket 13499, Page 8 (Sequence 20090340005), and amended by administrative amendments dated October 30, 2019, and November 15, 2022, whose land area is referred to in this Agreement as the “Subject Property.”

C. The Developer is the owner of the “Subject Property.” Title to some of the blocks of the Subject Property is held by TITLE SECURITY AGENCY, LLC, a Delaware limited liability company as Trustee under trust number 202308 (“TITLE SECURITY 202308”), for the benefit of Developer, as the sole beneficiary.

D. As a condition of receiving flood control use permits from the Town for the Subject Property, the Developer agrees to install those certain drainage infrastructure improvements (the “Developer-Installed Facility”) in accordance with the required plans, specifications, and materials as outlined and depicted in the Plan for Mandarin LOMR Drainage Channel, Plan No. ENG2103-015, sealed by Psomas on May 17, 2021 and approved by the Marana Town Engineer on May 28, 2021 (the “Facility Plan”), which is on file in the office of the Town of Marana Development Engineering Department. The Developer-Installed Facility is referred to as the “LOMR Drainage Channel” in the Facility Plan.

E. The Town and MANDARINA, LLC, a Colorado limited liability company, entered into the “MANDARINA DEVELOPMENT AGREEMENT,” recorded in the Pima County Recorder’s office on December 4, 2020, at Sequence 20203390091.

F. The Developer is the successor in interest to Mandarin, LLC.

G. The Town and the Developer entered into the “FIRST AMENDMENT TO MANDARINA DEVELOPMENT AGREEMENT,” recorded in the Pima County Recorder’s Office on _____, 2024, at Sequence 2024_____. The Mandarin Development Agreement and the First Amendment to Mandarin Development Agreement are referred to collectively in this Agreement as the “Mandarin Development Agreement.”

H. The Mandarin Development Agreement governs development of the Subject Property and anticipates the Developer’s installation of the Developer-Installed Facility, which is referred to in the Mandarin Development Agreement as the “Regional Channel.”

I. The Developer-Installed Facility includes elements and capacity sufficient to provide drainage to other currently vacant Town properties, and to that extent the Parties wish to provide for partial reimbursement to the Developer in accordance with Marana Town Code section 14-4-3 (capacity requirements).

J. The total cost of the Developer-Installed Facility is \$3,315,403, which is the sum of the construction cost for the Developer-Installed Facility of \$2,805,463 and the total land value of \$509,940 (Subject Property land area to be used for the Developer-Installed Facility is 16.998 acres, valued at \$30,000 per acre).

K. The Developer-Installed Facility has a capacity of 3207 cubic feet per second. The Subject Property is estimated to discharge 542 cubic feet per second, leaving excess capacity in the Developer-Installed Facility of 2665 cubic feet per second.

L. The Developer desires that the Town take ownership of, operate, and service the Developer-Installed Facility.

M. The Town is willing to accept the Developer-Installed Facility and permit it to be connected to the system of Town-maintained drainage facilities provided it meets Town standards and the work is done in accordance with Town requirements.

AGREEMENT

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

1. The Developer’s representation of ownership. By entering into this Agreement, the Developer represents that it is the sole beneficiary of TITLE SECURITY 202308 and is entitled to enter into this Agreement.

2. The Developer-Installed Facility

2.1. *Developer installation of the Developer-Installed Facility.* The Developer has designed and installed, at the Developer’s own expense (subject to the reimbursement provisions of this Agreement), the drainage infrastructure improvements as depicted in the Facility Plan. The drainage infrastructure improvements depicted on the Facility Plan as the “LOMR Drainage Channel” are referred to in this Agreement as the “Developer-Installed Facility,” and shall conform to the design standards of the Pima County Regional Flood

Control District 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 Developer-Installed Facility as a new drainage facility and shall show any and all alterations to the existing drainage system. Construction and installation of the Developer-Installed Facility 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. *Competitive bids.* As a condition of and prerequisite to receiving any reimbursement under this Agreement, the Developer went through the competitive bidding process for the Work in compliance with Title 34 of the Arizona Revised Statutes.

2.3. *Work by licensed contractor.* The Work was 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 held contractor's license classifications A and A-12.

2.4. *Developer-Installed Facility acceptance by Town.* No flood plain use permits will be issued in reliance on the Developer-Installed Facility, and the Developer-Installed Facility will not be accepted for maintenance as part of the Town's drainage system, until the Developer-Installed Facility has been accepted by the Town in accordance with Marana Town Code Title 14.

2.5. *Developer's certification.* Execution of this Agreement certifies that the Developer has reviewed the Facility Plan and all other specifications applicable to the Work.

2.6. *Termination for lack of Work.* Approval of the Facility Plan shall lapse and this Agreement shall terminate if the Work is discontinued for a period of one year.

2.7. *Oversizing Recovery Charge.* The Parties have determined that the Developer-Installed Facility will have excess capacity of 2665 cubic feet per second as a result of and upon completion of the Work and after the discharge of 542 cubic feet per second from the Subject Property. Consequently, pursuant to Marana Town Code section 14-4-3 (C), the Town hereby establishes an "oversizing recovery charge" of \$1,033.80 per cubic foot per second for drainage discharges to the Regional Channel. For purposes of this paragraph, all of the following apply:

2.7.1. The oversizing recovery charge shall be payable only until the Developer-Installed Facility reaches its design capacity; currently anticipated to be for an additional 2665 cubic feet per second discharges to the Developer-Installed Facility.

2.7.2. Based on the oversizing recovery charge of \$1,033.80 per cubic foot per second, the Parties' current estimate of the total potential reimbursement through oversizing recovery charges for the Developer-Installed Facility is \$2,755,077.00.

2.7.3. The oversizing recovery charge payments for development benefitted by the Developer-Installed Facility shall be payable as described in the Mandarinina Development Agreement.

2.7.4. The Developer shall have a beneficial ownership interest in the Developer-Installed Facility sufficient to prohibit drainage discharge into it from newly developed properties unless and until the oversizing recovery charge is paid.

2.7.5. The drainage discharge into the Developer-Installed Facility from newly developed properties shall be determined by a drainage report prepared by a licensed civil engineer and approved by the Town Engineer.

2.7.6. The 542 cubic feet per second drainage discharge from the Subject Property has been calculated assuming certain development on the Subject Property. If the actual development of the Subject Property results in a different drainage discharge from the Subject Property, the remaining available capacity of the Developer-Installed Facility, and the total potential reimbursement through oversizing recovery charges, shall be re-calculated accordingly.

2.7.7. The Town makes no guarantee that the Developer will receive full reimbursement of the Developer's cost of completing the Work.

3. Engineering and Inspection

3.1. *Registered civil engineer.* The Developer employed a registered Civil Engineer 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 Developer shall furnish the Town's inspector with all facilities reasonably necessary to inspect the Work. The Work shall be subject to Town inspection at all times. Defective work shall be corrected in a manner satisfactory to the Town's inspector. Inspection by the Town is for the purpose of ensuring compliance with plans and specifications only. The Town makes no guarantee as to the safety or engineering soundness of plans prepared by the Developer or any contractor.

3.4. *Payment of Town inspector's overtime cost.* If scheduling by the Developer's contractor reasonably requires the Town's inspector to work overtime, the Developer or Developer's contractor shall pay the Town for any additional salaries, expenses or employee benefits relating to the overtime. For purposes of this paragraph, overtime is any time over 40 hours worked in a seven-day work period, any time over eight hours worked Monday through Friday, and any time worked on weekends and legal holidays observed by the Town.

4. Construction

4.1. *Competence and diligence.* The Developer employed only competent and efficient laborers, mechanics or artisans on the Work, and the Developer performed diligently to complete the Work on or before the completion date given in the notice to proceed.

4.2. *Alterations to the existing Town drainage system.* The Developer shall, at Developer's expense, make any and all alterations to the existing drainage system either on-site or off-site necessitated by paving, drainage, or other improvements caused by the development of the Subject Property.

5. Dedication

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

5.2. *One-year warranty.* The Developer guarantees the Work to be free from all failures due to poor workmanship or materials for a period of one year from the date of the Town's final acceptance of the Work.

5.3. *Other conflicting construction prohibited.* The Developer shall not construct or allow the construction of any utility, building, or other improvement that would interfere with the operation or maintenance of the Developer-Installed Facility.

5.4. *Developer's obligation to maintain finished grade.* The Developer guarantees that all drainage facilities on the Subject Property will be tied to the finished grade of the Developer-Installed Facility.

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

6. Miscellaneous

6.1. *Indemnity.* Developer shall indemnify, defend, and hold harmless the Town, its Mayor and Council, officers and employees, boards, committees and commissions from and against any loss, claim, suit, demand, cause of action, or liability of any nature, including but not limited to damage to property and injuries to persons, including death, arising or alleged to have arisen, in whole or in part, out of any negligent act or omission of the Developer or any contractor, subcontractor, or any person employed directly or indirectly by any of them in the performance of the Work or in the operation of the Developer-Installed Facility.

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

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

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

[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:

The “Developer”:

MANDARINA HOLDINGS, LLC, an Arizona
limited liability company

By: KDL INVESTMENTS, LLC, an Arizona
limited liability company, its sole
Member

By: _____
Karl N. Huish, Manager

Date: _____

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

STATE OF ARIZONA)
SS

County of _____)

The foregoing instrument was acknowledged before me on _____ by Karl N. Huish, the Manager of KDL INVESTMENTS, LLC, an Arizona limited liability company, the sole Member of MANDARINA HOLDINGS, LLC, an Arizona limited liability company (the "Developer"), on behalf of MANDARINA HOLDINGS, LLC.

(Seal)

Notary Public

**TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF
DRAINAGE FACILITIES UNDER PRIVATE CONTRACT
Mandarina North Channel**

THIS AGREEMENT (this “Agreement”) is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”), and MANDARINA HOLDINGS, LLC, an Arizona limited liability company (the “Developer”). The Town and the Developer are sometimes collectively referred to as the “Parties,” each of which is sometimes individually referred to as a “Party.”

RECITALS

A. This Agreement is entered into and authorized pursuant to Title 14 of the Marana Town Code as it may be amended from time to time (“Marana Town Code Title 14”).

B. The Developer desires for the Town to issue flood control use permits for development on the land described and depicted in the Mandarin Specific Plan, adopted by Marana Ordinance No. 2009.02, recorded in the Pima County Recorder’s office at Docket 13499, Page 8 (Sequence 20090340005), and amended by administrative amendments dated October 30, 2019, and November 15, 2022, whose land area is referred to in this Agreement as the “Subject Property.”

C. The Developer is the owner of the “Subject Property.” Title to some of the blocks of the Subject Property is held by TITLE SECURITY AGENCY, LLC, a Delaware limited liability company as Trustee under trust number 202308 (“TITLE SECURITY 202308”), for the benefit of Developer, as the sole beneficiary.

D. As a condition of receiving flood control use permits from the Town for the Subject Property, the Developer agrees to install those certain drainage infrastructure improvements (the “Developer-Installed Facility”) in accordance with the required plans, specifications, and materials as outlined and depicted in the Plan for Mandarin LOMR Drainage Channel, Plan No. ENG2103-015, sealed by Psomas on May 17, 2021 and approved by the Marana Town Engineer on May 28, 2021 (the “Facility Plan”), which is on file in the office of the Town of Marana Development Engineering Department. The Developer-Installed Facility is referred to as the “North Drainage Channel” in the Facility Plan.

E. The Town and MANDARINA, LLC, a Colorado limited liability company, entered into the “MANDARINA DEVELOPMENT AGREEMENT,” recorded in the Pima County Recorder’s office on December 4, 2020, at Sequence 20203390091.

F. The Developer is the successor in interest to Mandarin, LLC.

G. The Town and the Developer entered into the "FIRST AMENDMENT TO MANDARINA DEVELOPMENT AGREEMENT," recorded in the Pima County Recorder's Office on _____, 2024, at Sequence 2024_____. The Mandarin Development Agreement and the First Amendment to Mandarin Development Agreement are referred to collectively in this Agreement as the "Mandarin Development Agreement."

H. The Mandarin Development Agreement governs development of the Subject Property and anticipates the Developer's installation of the Developer-Installed Facility, which is referred to in the Mandarin Development Agreement as the "North Channel."

I. The Developer-Installed Facility will include elements and capacity sufficient to provide drainage to other currently vacant Town properties, and to that extent the Parties wish to provide for partial reimbursement to the Developer in accordance with Marana Town Code section 14-4-3 (capacity requirements).

J. The total cost of the Developer-Installed Facility is \$1,737,833, which is the sum of the construction cost for the Developer-Installed Facility of \$1,624,553 and the total land value of \$113,280 (Subject Property land area to be used for the Developer-Installed Facility is 3.776 acres, valued at \$30,000 per acre).

K. The Developer-Installed Facility also used 1.23 acres of land valued at \$36,900 (valued at \$30,000 per acre), which was dedicated at no cost by Stewart Title and Trust under Trust No. 3564 and Title Security Agency, LLC under Trust No. 201951R.

L. The Developer-Installed Facility has a capacity of 481 cubic feet per second. The Subject Property is estimated to discharge 174 cubic feet per second, leaving excess capacity in the Developer-Installed Facility of 307 cubic feet per second.

M. The Developer desires that the Town take ownership of, operate, and service the Developer-Installed Facility.

N. The Town is willing to accept the Developer-Installed Facility and permit it to be connected to the system of Town-maintained drainage facilities provided it meets Town standards and the work is done in accordance with Town requirements.

AGREEMENT

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

1. The Developer's representation of ownership. By entering into this Agreement, the Developer represents that it is the sole beneficiary of TITLE SECURITY 202308 and is entitled to enter into this Agreement.

2. The Developer-Installed Facility

2.1. *Developer installation of the Developer-Installed Facility.* The Developer has designed and installed, at the Developer's own expense (subject to the reimbursement provisions of this Agreement), the drainage infrastructure improvements as depicted in the Facility

Plan. The drainage infrastructure improvements depicted on the Facility Plan as the “North Drainage Channel” are referred to in this Agreement as the “Developer-Installed Facility,” and shall conform to the design standards of the Pima County Regional Flood Control District 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 Developer-Installed Facility as a new drainage facility and shall show any and all alterations to the existing drainage system. Construction and installation of the Developer-Installed Facility 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. *Competitive bids.* As a condition of and prerequisite to receiving any reimbursement under this Agreement, the Developer went through the competitive bidding process for the Work in compliance with Title 34 of the Arizona Revised Statutes.

2.3. *Work by licensed contractor.* The Work was 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 held contractor’s license classifications A and A-12.

2.4. *Developer-Installed Facility acceptance by Town.* No flood plain use permits will be issued in reliance on the Developer-Installed Facility, and the Developer-Installed Facility will not be accepted for maintenance as part of the Town’s drainage system, until the Developer-Installed Facility has been accepted by the Town in accordance with Marana Town Code Title 14.

2.5. *Developer’s certification.* Execution of this Agreement certifies that the Developer has reviewed the Facility Plan and all other specifications applicable to the Work.

2.6. *Termination for lack of Work.* Approval of the Facility Plan shall lapse and this Agreement shall terminate if the Work is discontinued for a period of one year.

2.7. *Oversizing Recovery Charge.* The Parties have determined that the Developer-Installed Facility will have excess capacity of 307 cubic feet per second as a result of and upon completion of the Work and after the discharge of 174 cubic feet per second from the Subject Property. Consequently, pursuant to Marana Town Code section 14-4-3 (C), the Town hereby establishes an “oversizing recovery charge” of \$3,612.96 per cubic foot per second for drainage discharges to the North Channel. For purposes of this paragraph, all of the following apply:

2.7.1. The oversizing recovery charge shall be payable only until the Developer-Installed Facility reaches its design capacity; currently anticipated to be for an additional 307 cubic feet per second discharges to the Developer-Installed Facility.

2.7.2. The successors in interest to Stewart Title and Trust under Trust No. 3564 and Title Security Agency, LLC under Trust No. 201951R shall have a credit of \$36,900 toward the Developer-Installed Facility oversizing recovery charge.

2.7.3. Based on the oversizing recovery charge of \$3,612.96 per cubic foot per second, and subtracting the credit in the previous subparagraph, the Parties' current estimate of the total potential reimbursement through oversizing recovery charges for the Developer-Installed Facility is \$1,072,278.72.

2.7.4. The oversizing recovery charge payments for development benefitted by the Developer-Installed Facility shall be payable as described in the Mandarinina Development Agreement.

2.7.5. The Developer shall have a beneficial ownership interest in the Developer-Installed Facility sufficient to prohibit drainage discharge into it from newly developed properties unless and until the oversizing recovery charge is paid.

2.7.6. The drainage discharge into the Developer-Installed Facility from newly developed properties shall be determined by a drainage report prepared by a licensed civil engineer and approved by the Town Engineer.

2.7.7. The 174 cubic feet per second drainage discharge from the Subject Property has been calculated assuming certain development on the Subject Property. If the actual development of the Subject Property results in a different drainage discharge from the Subject Property, the remaining available capacity of the Developer-Installed Facility, and the total potential reimbursement through oversizing recovery charges, shall be re-calculated accordingly.

2.7.8. The Town makes no guarantee that the Developer will receive full reimbursement of the Developer's cost of completing the Work.

3. Engineering and Inspection

3.1. *Registered civil engineer.* The Developer employed a registered Civil Engineer 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 Developer shall furnish the Town's inspector with all facilities reasonably necessary to inspect the Work. The Work shall be subject to Town inspection at all times. Defective work shall be corrected in a manner satisfactory to the Town's inspector. Inspection by the Town is for the purpose of ensuring compliance with plans and specifications only. The Town makes no guarantee as to the safety or engineering soundness of plans prepared by the Developer or any contractor.

3.4. *Payment of Town inspector's overtime cost.* If scheduling by the Developer's contractor reasonably requires the Town's inspector to work overtime, the Developer or Developer's contractor shall pay the Town for any additional salaries, expenses or employee benefits relating to the overtime. For purposes of this paragraph, overtime is any time over 40 hours worked in a seven-day work period, any time over eight hours worked

Monday through Friday, and any time worked on weekends and legal holidays observed by the Town.

4. Construction

4.1. *Competence and diligence.* The Developer employed only competent and efficient laborers, mechanics or artisans on the Work, and the Developer performed diligently to complete the Work on or before the completion date given in the notice to proceed.

4.2. *Alterations to the existing Town drainage system.* The Developer shall, at Developer's expense, make any and all alterations to the existing drainage system either on-site or off-site necessitated by paving, drainage, or other improvements caused by the development of the Subject Property.

5. Dedication

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

5.2. *One-year warranty.* The Developer guarantees the Work to be free from all failures due to poor workmanship or materials for a period of one year from the date of the Town's final acceptance of the Work.

5.3. *Other conflicting construction prohibited.* The Developer shall not construct or allow the construction of any utility, building, or other improvement that would interfere with the operation or maintenance of the Developer-Installed Facility.

5.4. *Developer's obligation to maintain finished grade.* The Developer guarantees that all drainage facilities on the Subject Property will be tied to the finished grade of the Developer-Installed Facility.

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

6. Miscellaneous

6.1. *Indemnity.* Developer shall indemnify, defend, and hold harmless the Town, its Mayor and Council, officers and employees, boards, committees and commissions from and against any loss, claim, suit, demand, cause of action, or liability of any nature, including but not limited to damage to property and injuries to persons, including death, arising or alleged to have arisen, in whole or in part, out of any negligent act or omission of the Developer or any contractor, subcontractor, or any person employed directly or indirectly by any of them in the performance of the Work or in the operation of the Developer-Installed Facility.

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

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

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

[SIGNATURE PAGE FOLLOWS]

Exhibit B to Marana Resolution No. 2024-013

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

STATE OF ARIZONA)
 ss

County of _____)

The foregoing instrument was acknowledged before me on _____ by Karl N. Huish, the Manager of KDL INVESTMENTS, LLC, an Arizona limited liability company, the sole Member of MANDARINA HOLDINGS, LLC, an Arizona limited liability company (the "Developer"), on behalf of MANDARINA HOLDINGS, LLC.

(Seal)

Notary Public

**TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF
DRAINAGE FACILITIES UNDER PRIVATE CONTRACT**

Mandarina Detention Basin

THIS AGREEMENT (this “Agreement”) is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”), and MANDARINA HOLDINGS, LLC, an Arizona limited liability company (the “Developer”). The Town and the Developer are sometimes collectively referred to as the “Parties,” each of which is sometimes individually referred to as a “Party.”

RECITALS

A. This Agreement is entered into and authorized pursuant to Title 14 of the Marana Town Code as it may be amended from time to time (“Marana Town Code Title 14”).

B. The Developer desires for the Town to issue flood control use permits for development on the land described and depicted in the Mandarin Specific Plan, adopted by Marana Ordinance No. 2009.02, recorded in the Pima County Recorder’s office at Docket 13499, Page 8 (Sequence 20090340005), and amended by administrative amendments dated October 30, 2019, and November 15, 2022, whose land area is referred to in this Agreement as the “Subject Property.”

C. The Developer is the owner of the “Subject Property.” Title to some of the blocks of the Subject Property is held by TITLE SECURITY AGENCY, LLC, a Delaware limited liability company as Trustee under trust number 202308 (“TITLE SECURITY 202308”), for the benefit of Developer, as the sole beneficiary.

D. As a condition of receiving flood control use permits from the Town for the Subject Property, the Developer installed those certain drainage infrastructure improvements (the “Developer-Installed Facility”) in accordance with the required plans, specifications, and materials as outlined and depicted in the Plan for Mandarin Regional Retention Basin, Plan No. ENG 2110-004, sealed by EPS Group, Inc. on December 16, 2021 and approved by the Marana Town Engineer on January 19, 2022 (the “Facility Plan”), which is on file in the office of the Town of Marana Development Engineering Department.

E. The Town and MANDARINA, LLC, a Colorado limited liability company, entered into the “MANDARINA DEVELOPMENT AGREEMENT,” recorded in the Pima County Recorder’s office on December 4, 2020, at Sequence 20203390091.

F. The Developer is the successor in interest to Mandarin, LLC.

G. The Town and the Developer entered into the "FIRST AMENDMENT TO MANDARINA DEVELOPMENT AGREEMENT," recorded in the Pima County Recorder's Office on _____, 2024, at Sequence 2024_____. The Mandarin Development Agreement and the First Amendment to Mandarin Development Agreement are referred to collectively in this Agreement as the "Mandarin Development Agreement."

H. The Mandarin Development Agreement governs development of the Subject Property and anticipates the Developer's installation of the Developer-Installed Facility, which is referred to in the Mandarin Development Agreement as the "Detention Basin."

I. The Developer-Installed Facility includes elements and capacity sufficient to provide drainage to other currently vacant Town properties, and to that extent the Parties wish to provide for partial reimbursement to the Developer in accordance with Marana Town Code section 14-4-3 (capacity requirements).

J. The total cost of the Developer-Installed Facility is \$6,219,619, which is the sum of the construction cost for the Developer-Installed Facility of \$5,522,719 and the total land value of \$696,900 (Subject Property land area to be used for the Developer-Installed Facility is 23.23 acres, valued at \$30,000 per acre).

K. The Developer-Installed Facility has a storage capacity of 187.3 acre-feet. The Subject Property is estimated to require 60.2 acre-feet of storage, leaving excess storage capacity in the Developer-Installed Facility of 127.1 acre-feet.

L. The Developer desires that the Town take ownership of, operate, and service the Developer-Installed Facility.

M. The Town is willing to accept the Developer-Installed Facility and permit it to be connected to the system of Town-maintained drainage facilities provided it meets Town standards and the work is done in accordance with Town requirements.

AGREEMENT

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

1. The Developer's representation of ownership. By entering into this Agreement, the Developer represents that it is the sole beneficiary of TITLE SECURITY 202308 and is entitled to enter into this Agreement.

2. The Developer-Installed Facility

2.1. Developer installation of the Developer-Installed Facility. The Developer has designed and installed, at the Developer's own expense (subject to the reimbursement provisions of this Agreement), the drainage infrastructure improvements as depicted in the Facility Plan. The drainage infrastructure improvements depicted on the Facility Plan are referred to in this Agreement as the "Developer-Installed Facility," and shall conform to the design standards of the Pima County Regional Flood Control District 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 Developer-Installed Facility as a new drainage facility and shall show any and all alterations to the existing drainage system. Construction and installation of the Developer-Installed Facility 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. *Competitive bids.* As a condition of and prerequisite to receiving any reimbursement under this Agreement, the Developer went through the competitive bidding process for the Work in compliance with Title 34 of the Arizona Revised Statutes.

2.3. *Work by licensed contractor.* The Work was 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 held contractor's license classifications A and A-12.

2.4. *Developer-Installed Facility acceptance by Town.* No flood plain use permits will be issued in reliance on the Developer-Installed Facility, and the Developer-Installed Facility will not be accepted for maintenance as part of the Town's drainage system, until the Developer-Installed Facility has been accepted by the Town in accordance with Marana Town Code Title 14.

2.5. *Developer's certification.* Execution of this Agreement certifies that the Developer has reviewed the Facility Plan and all other specifications applicable to the Work.

2.6. *Termination for lack of Work.* Approval of the Facility Plan shall lapse and this Agreement shall terminate if the Work is discontinued for a period of one year.

2.7. *Oversizing Recovery Charge.* The Parties have determined that the Developer-Installed Facility will have excess storage capacity of 127.1 acre-feet as a result of and upon completion of the Work and after the 60.2 acre-feet of storage capacity required for development of the Subject Property. Consequently, pursuant to Marana Town Code section 14-4-3 (C), the Town hereby establishes an "oversizing recovery charge" of \$33,206.72 per acre-foot for storage capacity used in the Detention Basin. For purposes of this paragraph, all of the following apply:

2.7.1. The oversizing recovery charge shall be payable only until the Developer-Installed Facility reaches its design capacity; currently anticipated to be for an additional 127.1 acre-feet of storage capacity used in the Developer-Installed Facility.

2.7.2. Based on the oversizing recovery charge of \$33,206.72 per acre-foot, the Parties' current estimate of the total potential reimbursement through oversizing recovery charges for the Developer-Installed Facility is \$4,220,574.11.

2.7.3. The oversizing recovery charge payments for development benefitted by the Developer-Installed Facility shall be payable as described in the Mandarin Development Agreement.

2.7.4. The Developer shall have a beneficial ownership interest in the Developer-Installed Facility sufficient to prohibit drainage discharge into it from newly developed properties unless and until the oversizing recovery charge is paid.

2.7.5. The storage capacity required at the Developer-Installed Facility for newly developed properties shall be determined by a drainage report prepared by a licensed civil engineer and approved by the Town Engineer.

2.7.6. The 60.2 acre-feet of storage capacity required for development of the Subject Property has been calculated assuming certain development on the Subject Property. If the actual development of the Subject Property results in a different storage capacity required for development of the Subject Property, the remaining available capacity of the Developer-Installed Facility, and the total potential reimbursement through oversizing recovery charges, shall be re-calculated accordingly.

2.7.7. The Town makes no guarantee that the Developer will receive full reimbursement of the Developer's cost of completing the Work.

3. Engineering and Inspection

3.1. *Registered civil engineer.* The Developer employed a registered Civil Engineer 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 Developer shall furnish the Town's inspector with all facilities reasonably necessary to inspect the Work. The Work shall be subject to Town inspection at all times. Defective work shall be corrected in a manner satisfactory to the Town's inspector. Inspection by the Town is for the purpose of ensuring compliance with plans and specifications only. The Town makes no guarantee as to the safety or engineering soundness of plans prepared by the Developer or any contractor.

3.4. *Payment of Town inspector's overtime cost.* If scheduling by the Developer's contractor reasonably requires the Town's inspector to work overtime, the Developer or Developer's contractor shall pay the Town for any additional salaries, expenses or employee benefits relating to the overtime. For purposes of this paragraph, overtime is any time over 40 hours worked in a seven-day work period, any time over eight hours worked Monday through Friday, and any time worked on weekends and legal holidays observed by the Town.

4. Construction

4.1. *Competence and diligence.* The Developer employed only competent and efficient laborers, mechanics or artisans on the Work, and the Developer performed diligently to complete the Work on or before the completion date given in the notice to proceed.

4.2. *Alterations to the existing Town drainage system.* The Developer shall, at Developer's expense, make any and all alterations to the existing drainage system either on-site or

off-site necessitated by paving, drainage, or other improvements caused by the development of the Subject Property.

5. Dedication

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

5.2. *One-year warranty.* The Developer guarantees the Work to be free from all failures due to poor workmanship or materials for a period of one year from the date of the Town's final acceptance of the Work.

5.3. *Other conflicting construction prohibited.* The Developer shall not construct or allow the construction of any utility, building, or other improvement that would interfere with the operation or maintenance of the Developer-Installed Facility.

5.4. *Developer's obligation to maintain finished grade.* The Developer guarantees that all drainage facilities on the Subject Property will be tied to the finished grade of the Developer-Installed Facility.

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

6. Miscellaneous

6.1. *Indemnity.* Developer shall indemnify, defend, and hold harmless the Town, its Mayor and Council, officers and employees, boards, committees and commissions from and against any loss, claim, suit, demand, cause of action, or liability of any nature, including but not limited to damage to property and injuries to persons, including death, arising or alleged to have arisen, in whole or in part, out of any negligent act or omission of the Developer or any contractor, subcontractor, or any person employed directly or indirectly by any of them in the performance of the Work or in the operation of the Developer-Installed Facility.

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

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

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

[SIGNATURE PAGE FOLLOWS]

Exhibit C to Marana Resolution No. 2024-013

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

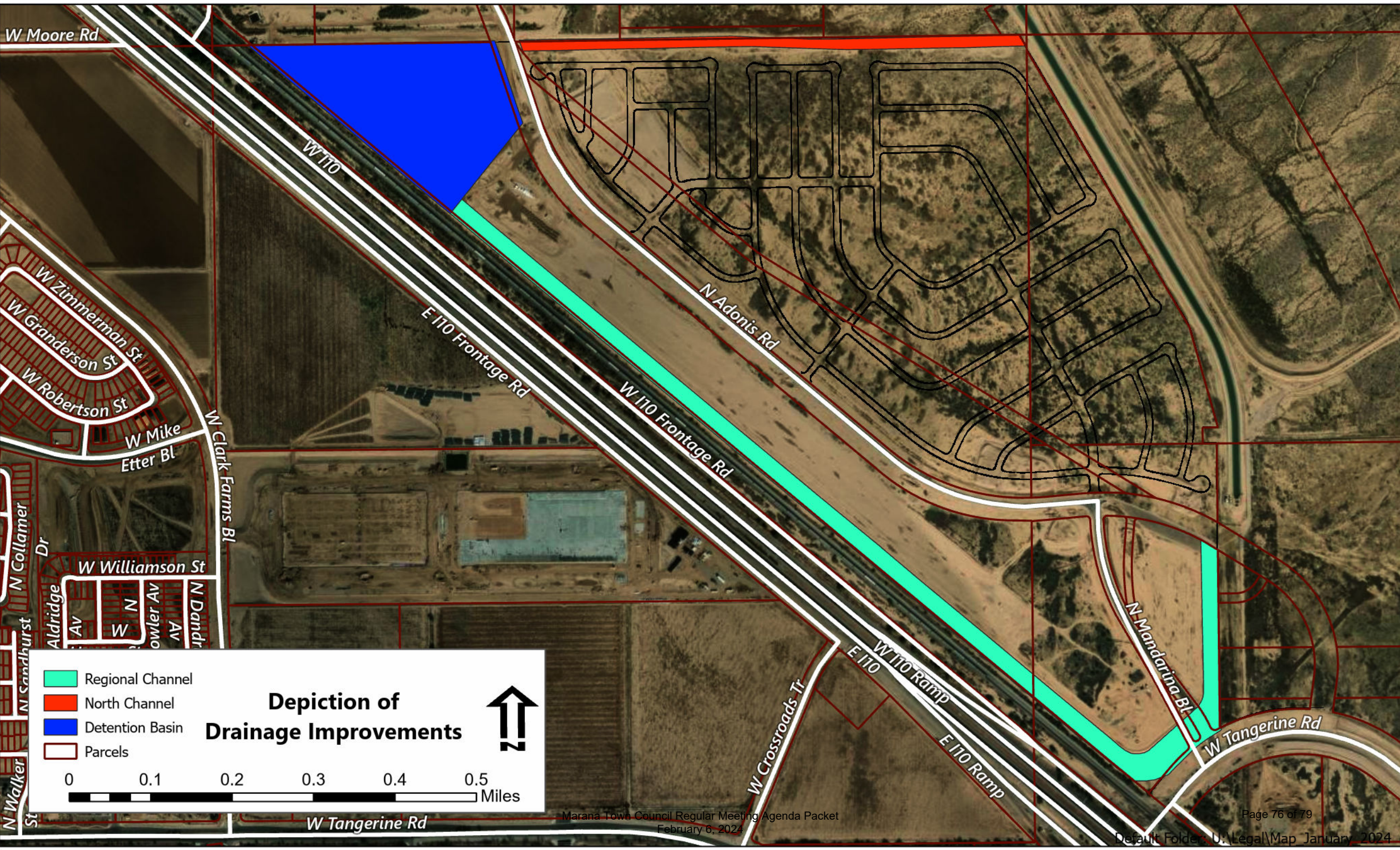
STATE OF ARIZONA)
SS

County of _____)

The foregoing instrument was acknowledged before me on _____ by Karl N. Huish, the Manager of KDL INVESTMENTS, LLC, an Arizona limited liability company, the sole Member of MANDARINA HOLDINGS, LLC, an Arizona limited liability company (the "Developer"), on behalf of MANDARINA HOLDINGS, LLC.

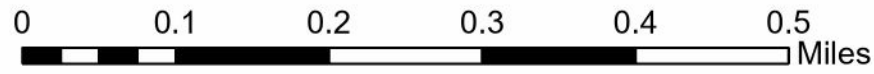
(Seal)

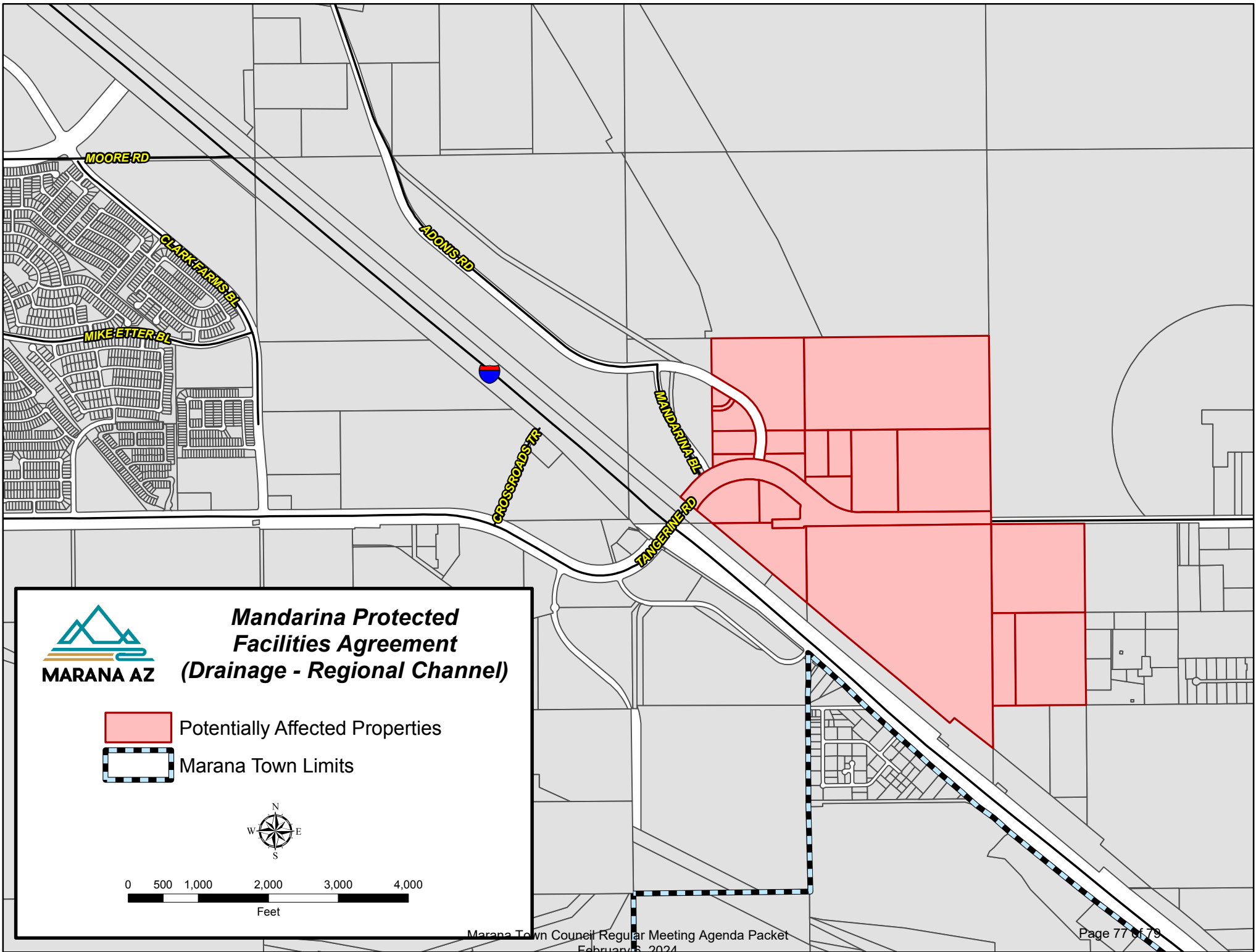
Notary Public

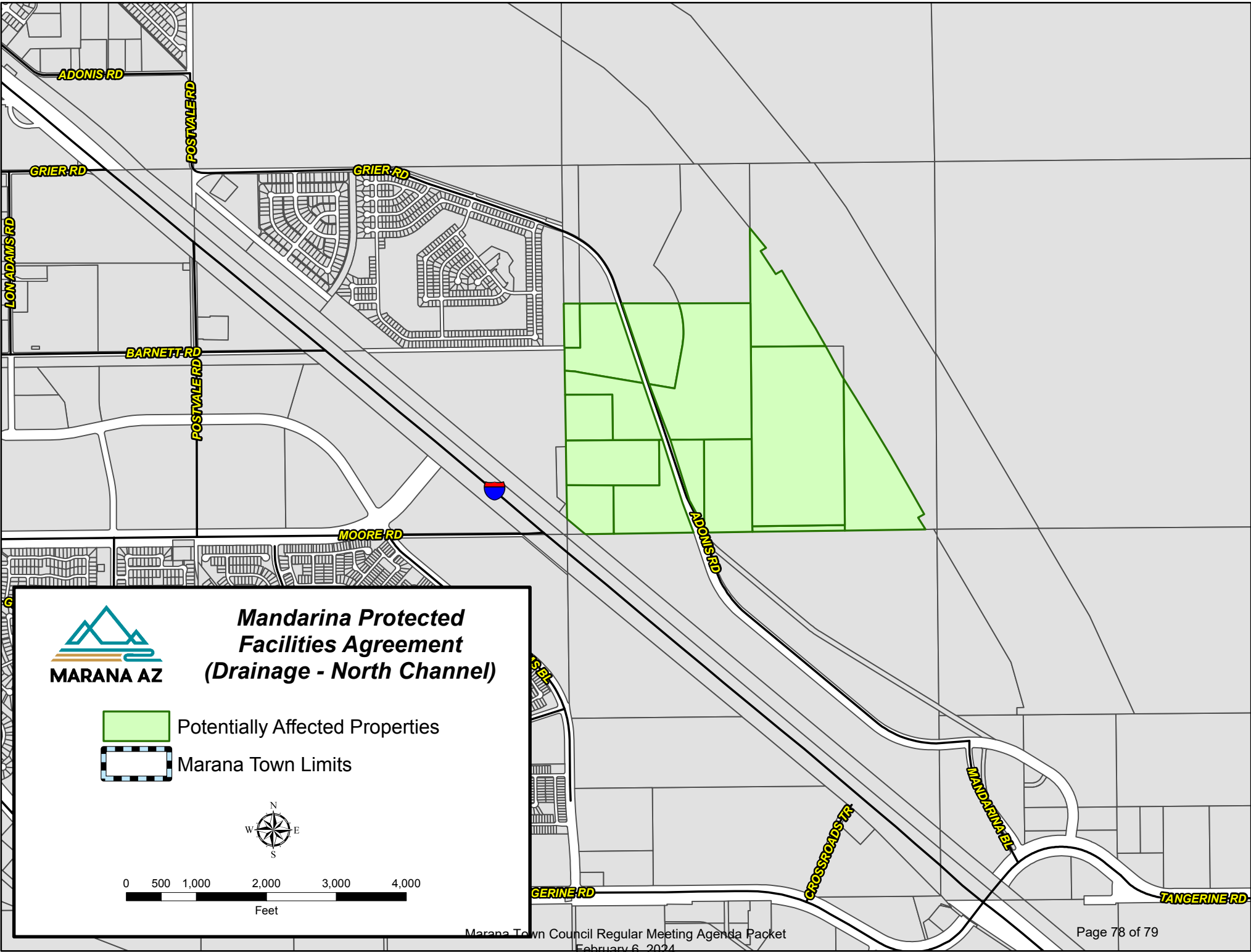


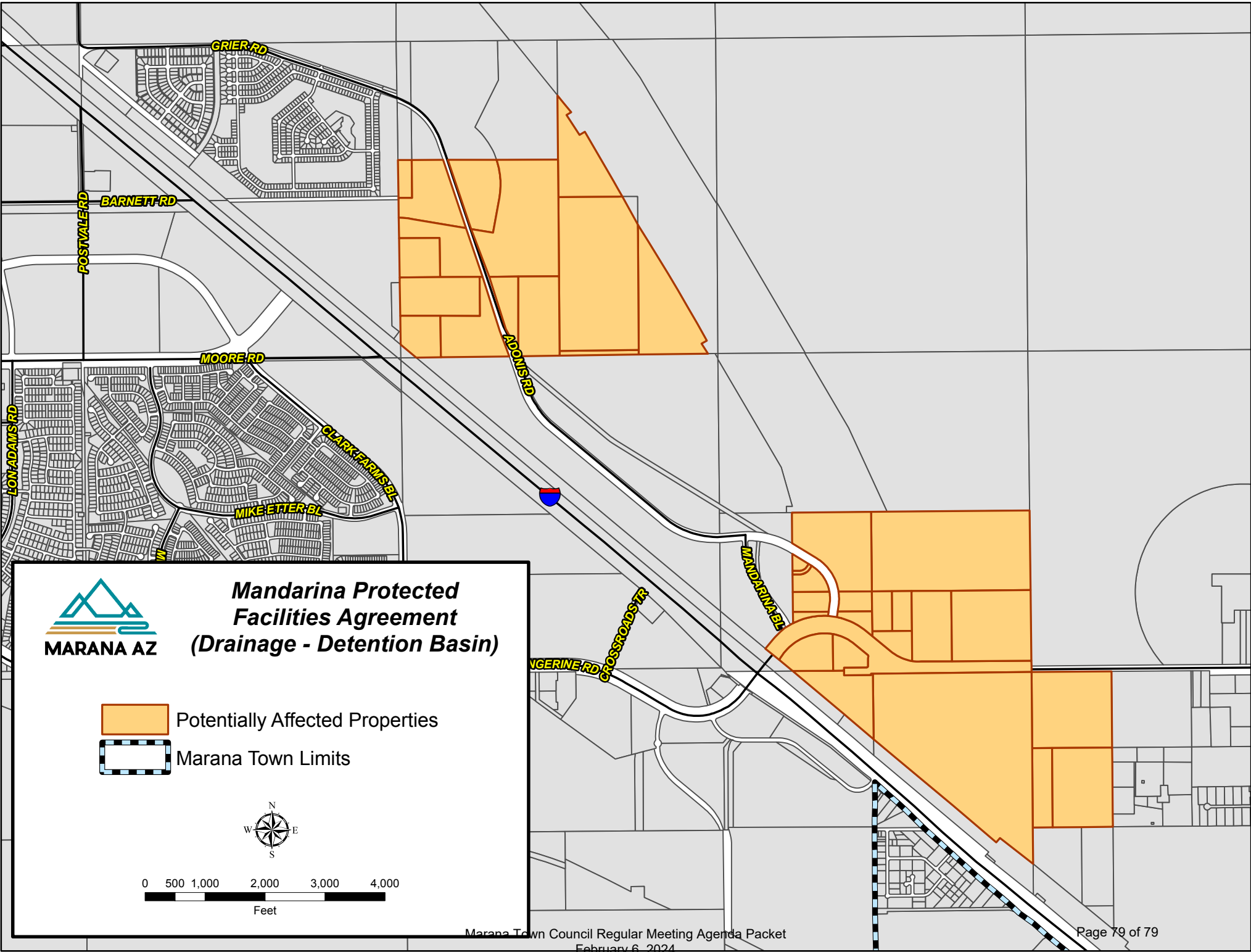
**Depiction of
Drainage Improvements**

- █ Regional Channel
- █ North Channel
- █ Detention Basin
- Parcels









**Mandarina Protected
Facilities Agreement
(Drainage - Detention Basin)**

-  Potentially Affected Properties
-  Marana Town Limits

