



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 15, 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 October 15, 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. Revisions the agenda 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 Ora Mae Harn as a Marana Local Legend (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. 2024.021: Relating to Business Regulations; revising Marana Town Code Title 9 (Business Regulations), chapter 9-2 (Business Licenses), section 9-2-2 (Exemptions; documentation) to provide that youth businesses, as defined in Arizona state law, are exempt from business licensing requirements; and designating an effective date (Jane Fairall)
- C2 Resolution No. 2024-091: Relating to Budget; approving the transfer of \$750,000 in budgeted expenditure authority from the General Fund (10043000-9998) to the Water Capital Fund for the design of a new Water Operations Center Admin Building, and establishing a project number for the same project name in the fiscal year 2024-2025 budget (Fausto Burruel)
- C3 Resolution No. 2024-092: Relating to Development; approving the final plat for Mandarinina Phase 1B-Parcel B, Lots 634-644 & 669-732 & Tracts A-K generally located north of Tangerine Road and east of Interstate 10 within a portion of Section 36, Township 11 South and Range 11 East (Scott Radden)
- C4 Resolution No. 2024-093: Relating to Development; approving the final plat for Mandarinina - Phase 1B - Parcel C, Lots 573-633 & 645-668 & Tracts A-I generally located north of Tangerine Road and east of Interstate 10 within portions of Section 36, Township 11 South and Range 11 East (Scott Radden)

- C5 Resolution No. 2024-094: Relating to the Police Department; approving and authorizing the police chief to execute an intergovernmental agreement by and between the parties that form the Arizona Strike Force regarding the mission and operation of the Arizona Strike Force (Chief Jeff Pridgett)
- C6 Resolution No. 2024-095: Relating to Public Works; approving and authorizing the Mayor to execute the First Amendment to the Intergovernmental Agreement between the Town of Marana and the Arizona Board of Regents, University of Arizona for Transportation Engineering Project Services and Related Research (Jane Fairall)
- C7 Approval of the Regular Council Meeting Summary Minutes of October 1, 2024 (David L. Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

- B1 Resolution No. 2024-096: Relating to the Utilities Board; appointing the chair of the Marana Utilities Board (David L. Udall)

COUNCIL ACTION

- A1 PUBLIC HEARING: Ordinance No. 2024.022: Relating To Development; approving an amendment to the Rancho Marana West Specific Plan to rezone approximately 249 acres of land located between Barnett Road and Moore Road, and west of the I-10 frontage road, to create the Monarch at Rancho Marana West Specific Plan Amendment as a separate planning area within the Rancho Marana West Specific Plan area (Scott S. Radden)

Resolution No. 2024-097: Relating to Development; declaring as a public record filed with the Town Clerk the Monarch at Rancho Marana West Specific Plan Amendment adopted by Ordinance No. 2024.022 (Scott S. Radden)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

EXECUTIVE SESSIONS

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

- E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).
- E2 Executive session pursuant to A.R.S. § 38-431.03(A)(4) to consider the Council's position and instruct the Town's attorneys regarding settlement discussions to resolve litigation in *Town of Marana v. Mandarinina South, LLC, et al*, Pima County Superior Court case number C20241394.

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: 10/15/2024

Submitted For: Debbie Thompson, Deputy Town Clerk

Date: October 15, 2024

Subject: Proclamation Recognizing Ora Mae Harn as a Marana Local Legend
(David L. Udall)

Attachments

Proclamation



PROCLAMATION
Recognizing Ora Mae Harn as a Marana Local Legend

WHEREAS, Ora Mae Harn (1932-2010) played a vital role in shaping Marana through her dedication to improving the quality of life for its residents by helping establish essential services, including the Marana Health Center, Marana Food Bank, Marana Affordable Housing Project, and the Marana Heritage Conservancy; and

WHEREAS, Ora Mae Harn served in a political capacity for the Town of Marana for 16 years serving as a member of the Marana Town Council, Vice Mayor, and two terms as Mayor; and

WHEREAS, Ora Mae Harn was a fierce advocate for the protection of Marana's residents, leading such efforts as the Santa Cruz River Bank Protection Program, and

WHEREAS, she was recognized locally, statewide, and nationally for her leadership and service, receiving numerous awards, including the Trico Electric Commitment to Service Award, an Outstanding Leadership Award from Governor Hull, and a Congressional tribute from Congressman Jim Kolbe; and

WHEREAS, Ora Mae Harn's legacy continues to inspire future generations as she worked tirelessly to create a lasting impact on the Town of Marana and its residents, transforming the community through her compassion, vision, and unwavering faith; and

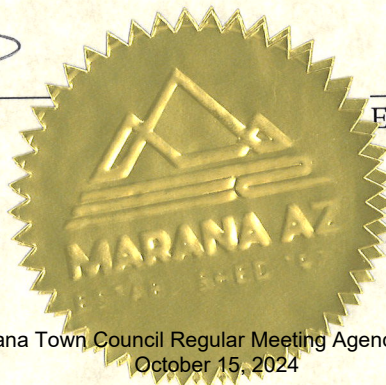
WHEREAS, on November 1, 2024, Ora Mae Harn will be recognized as a Local Legend in the Town of Marana's Council Chambers for her lifetime of service.

NOW, THEREFORE, I, Ed Honea, Mayor of the Town of Marana, do hereby proclaim November as a month to recognize and honor Ora Mae Harn as a Marana Local Legend for her extraordinary contributions to the Town of Marana and encourage all residents to reflect on her lasting impact on our community.

Dated this 15th day of October, 2024.

ATTEST:

David L. Udall, Town Clerk



Ed Honea, Mayor



Council-Regular Meeting

C1

Meeting Date: 10/15/2024

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: October 15, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Ordinance No. 2024.021; Relating to Business Regulations; revising Marana Town Code Title 9 (Business Regulations), chapter 9-2 (Business Licenses), section 9-2-2 (Exemptions; documentation) to provide that youth businesses, as defined in Arizona state law, are exempt from business licensing requirements; and designating an effective date (Jane Fairall)

Discussion:

In the last legislative session the Arizona state legislature passed SB 1370 which, among other items, provides that a municipality may not require any type of license or permit for a business that is both: 1) operated by a person who is under 19 years old; and 2) operated only occasionally. A copy of SB 1370 is included in the agenda packet.

The proposed ordinance will add a provision to Section 9-2-2 of the Marana Town Code exempting the specified youth businesses from the requirement to obtain a Town of Marana business license.

Financial Impact:

This exemption is not expected to have a material financial impact on the Town's General Fund.

Staff Recommendation:

Staff recommends approval.

Suggested Motion:

I move to adopt Ordinance No. 2024.021, revising Marana Town Code Title 9 (Business Regulations), chapter 9-2 (Business Licenses), section 9-2-2 (Exemptions; documentation) to provide that youth businesses, as defined in Arizona state law, are exempt from business licensing requirements; and designating an effective date.

Attachments

Ordinance No. 2024.021
SB 1370

MARANA ORDINANCE NO. 2024.021

RELATING TO BUSINESS REGULATIONS; REVISING MARANA TOWN CODE TITLE 9 (BUSINESS REGULATIONS), CHAPTER 9-2 (BUSINESS LICENSES), SECTION 9-2-2 (EXEMPTIONS; DOCUMENTATION) TO PROVIDE THAT YOUTH BUSINESSES, AS DEFINED IN ARIZONA STATE LAW, ARE EXEMPT FROM BUSINESS LICENSING REQUIREMENTS; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town Council is authorized by A.R.S. § 9-240 to authorize the issuance of licenses and to direct the manner of issuing licenses in the Town; and

WHEREAS the 56th Arizona state legislature adopted Arizona Revised Statutes (A.R.S.) §9-500.50 which, among other items, provides that a municipality may not require any type of license or permit for a business that is both: 1) operated by a person who is under 19 years old; and 2) operated only occasionally; and

WHEREAS the Mayor and Council of the Town of Marana find that revising MTC Chapter 9-2-2 as set forth in this ordinance is in the best interests of the Town and its residents.

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

SECTION 1. Marana Town Code Title 9 (Business Regulations), chapter 9-2 (Business Licenses), section 9-2-2 (Exemptions; documentation) is hereby amended as follows (with additions shown with double underlining):

9-2-2 Exemptions; documentation

A. The provisions of this chapter shall not apply to:

1. Any person engaging in any business exempted from licensing by the constitution or applicable statutes of the United States or of the state of Arizona.
2. A federally exempt organization, governmental entity, or public educational entity.
3. Casual activities or sales.
4. Residential real property rental.
5. Any business that is operated by a person who is under 19 years old and operated only occasionally.

B. Any person claiming an exemption from the licensing requirement pursuant to subparagraphs A.1 or A.2 of this section shall file a signed statement with the license inspector stating the facts upon which exemption is claimed. The license inspector shall file the signed statement in lieu of issuing a license to such person. If the license inspector subsequently obtains information that the person is not entitled to the exemption, the license inspector may revoke the person's exempt status after giving the person notice and a reasonable opportunity for a hearing.

SECTION 2. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 3. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. This ordinance is effective on the 31st day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 15th day of October 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

House Engrossed Senate Bill

youth businesses; licenses; tax; exemption

State of Arizona
Senate
Fifty-sixth Legislature
Second Regular Session
2024

CHAPTER 237

SENATE BILL 1370

AN ACT

AMENDING TITLE 9, CHAPTER 4, ARTICLE 8, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-500.50; AMENDING TITLE 11, CHAPTER 2, ARTICLE 4, ARIZONA REVISED STATUTES, BY ADDING SECTION 11-269.29; AMENDING TITLE 42, CHAPTER 5, ARTICLE 1, ARIZONA REVISED STATUTES, BY ADDING SECTION 42-5045; RELATING TO SMALL BUSINESSES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

- i -

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 9, chapter 4, article 8, Arizona Revised Statutes,
3 is amended by adding section 9-500.50, to read:

4 9-500.50. Youth businesses; license; permit; exemption

5 NOTWITHSTANDING ANY OTHER LAW, A MUNICIPALITY MAY NOT REQUIRE ANY
6 TYPE OF LICENSE OR PERMIT FOR A BUSINESS THAT IS BOTH OF THE FOLLOWING:

- 7 1. OPERATED BY A PERSON WHO IS UNDER NINETEEN YEARS OF AGE.
- 8 2. OPERATED ONLY OCCASIONALLY.

9 Sec. 2. Title 11, chapter 2, article 4, Arizona Revised Statutes,
10 is amended by adding section 11-269.29, to read:

11 11-269.29. Youth businesses; license; permit; exemption

12 NOTWITHSTANDING ANY OTHER LAW, A COUNTY MAY NOT REQUIRE ANY TYPE OF
13 LICENSE OR PERMIT FOR A BUSINESS THAT IS BOTH OF THE FOLLOWING:

- 14 1. OPERATED BY A PERSON WHO IS UNDER NINETEEN YEARS OF AGE.
- 15 2. OPERATED ONLY OCCASIONALLY.

16 Sec. 3. Title 42, chapter 5, article 1, Arizona Revised Statutes,
17 is amended by adding section 42-5045, to read:

18 42-5045. Youth business; exemption from tax

19 NOTWITHSTANDING ANY OTHER LAW, A PERSON WHO IS UNDER NINETEEN YEARS
20 OF AGE AND WHO IS ENGAGING OR CONTINUING IN BUSINESS IN THIS STATE IS NOT
21 REQUIRED TO OBTAIN A TRANSACTION PRIVILEGE TAX LICENSE OR TO REMIT THE TAX
22 LEVIED BY THIS CHAPTER OR CHAPTER 6 OF THIS TITLE OR ANY DULY ENACTED
23 SPECIAL DISTRICT TRANSACTION PRIVILEGE TAX IMPOSED UNDER TITLE 48 IF THE
24 GROSS PROCEEDS OF SALES OR GROSS INCOME DERIVED FROM THE PERSON'S BUSINESS
25 IS NOT MORE THAN \$10,000 FOR THE CALENDAR YEAR.

APPROVED BY THE GOVERNOR JUNE 21, 2024.

FILED IN THE OFFICE OF THE SECRETARY OF STATE JUNE 21, 2024.



Council-Regular Meeting

C2

Meeting Date: 10/15/2024

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

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

Date: October 15, 2024

Strategic Plan Focus Area:

Proactive Public Services

Subject: Resolution No. 2024-091: Relating to Budget; approving the transfer of \$750,000 in budgeted expenditure authority from the General Fund (10043000-9998) to the Water Capital Fund for the design of a new Water Operations Center Admin Building, and establishing a project number for the same project name in the fiscal year 2024-2025 budget (Fausto Burruel)

Discussion:

The budget for fiscal year 2024-2025 was adopted on June 18, 2024, which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds. Council approval is required for budgetary transfers between the General Fund departments, between funds, and for any transfer of contingency.

The fiscal year 2024-2025 budget includes \$7,260,000 designated to advance the design of certain facility-related projects identified through the Facilities Master Plan. These funds are included in the five year CIP schedule as "Facilities Project Design Startup" costs and included as restricted budget in the General Fund, Public Works Department budget. Since the individual projects have not been named, staff is seeking Council approval to reallocate existing budget authority to specifically named projects in other funds.

During the study session on June 25, 2024, the Council recommended staff to advance two facility-related projects, recognizing the need to improve conditions at the Water Operations Center and the Water Reclamation Facility. The design of a new

Admin/Lab Water Reclamation Facility will be incorporated into the Water Reclamation Facility Phase II Expansion and is not expected to draw from the funding allocated for the Facilities Master Plan implementation.

The purpose of this item is to request the transfer of \$750,000 of budget appropriation from the General Fund (10043000-9998) to the Water Capital Fund to facilitate the design of a new Water Operations Center Admin Building located at 12775 N Sanders Rd, Marana, AZ 85653 and for the establishment of a project number for the same project name. The draft Facilities Master Plan identified the need of a new Water Operations Center Admin Building of approximately 5,500 square feet to accommodate future growth and needs of the Water Department. The design phase will include the development of a master plan for the overall site to ensure proper building placement, an evaluation of the required square footage, and an assessment of various building types to optimize cost-effectiveness and durability, ensuring we maximize value for our investment. Should the master plan of the site support a design-build option, staff will return to the Town Council to request additional funding for construction.

Financial Impact:

Fiscal Year: 2025

Budgeted Y/N: Y

Amount: \$750,000

Budget capacity is being transferred from the General Fund to the Water Capital Fund. Initially, funding for the project will be provided through an operating transfer of cash from the Town's General Fund. The General Fund may be reimbursed if, at a future date, another funding source is identified and approved by Council.

Staff Recommendation:

Staff recommends approval of the budget transfer in the amount of \$750,000 and the establishment of the Water Operations Center Admin Building project.

Suggested Motion:

I move to approve the transfer of \$750,000 in budgeted expenditure authority from the General Fund (10043000-9998) to the Water Capital Fund for the design of a new Water Operations Center Admin Building, and establishing a project number for the same project name in the fiscal year 2024-2025 budget.

Attachments

Resolution No. 2024-091

MARANA RESOLUTION NO. 2024-091

RELATING TO BUDGET; APPROVING THE TRANSFER OF \$750,000 IN BUDGETED EXPENDITURE AUTHORITY FROM THE GENERAL FUND (10043000-9998) TO THE WATER CAPITAL FUND FOR THE DESIGN OF A NEW WATER OPERATIONS CENTER ADMIN BUILDING, AND ESTABLISHING A PROJECT NUMBER FOR THE SAME PROJECT NAME, IN THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS on June 18, 2024, the Town Council adopted the fiscal year 2024-2025 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS the fiscal year 2024-2025 budget includes \$7,260,000 designated for facility-related projects identified through the Facilities Master Plan which require Council approval for reallocation to specific projects in other funds; and

WHEREAS during a study session on June 25, 2024, Town Council recommended that staff advance two facility-related projects, recognizing the need to improve conditions at the Water Operations Center and the Water Reclamation Facility; and

WHEREAS to facilitate the design of a new Water Operations Center Admin Building the transfer of \$750,000 of budget appropriation from the General Fund to the Water Capital Fund and establishment of a project number are required; and

WHEREAS transferring amounts within the fiscal year 2024-2025 budget will not significantly impact the General Fund; and

WHEREAS reallocations of budgetary amounts between General Fund departments are necessary from time to time; and

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

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

SECTION 1. The transfer of \$750,000 in budgeted expenditure authority from the General Fund to the Water Capital Fund and establishment of a project number in the 2024-2025 budget are hereby approved.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF
MARANA, ARIZONA, this 15th day of October, 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C3

Meeting Date: 10/15/2024

To: Mayor and Council

From: Scott Radden, Senior Planner

Date: October 15, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2024-092: Relating to Development; approving the final plat for Mandarinina Phase 1B-Parcel B, Lots 634-644 & 669-732 & Tracts A-K generally located north of Tangerine Road and east of Interstate 10 within a portion of Section 36, Township 11 South and Range 11 East (Scott Radden)

Discussion:

Request

EPS Group, Inc., representing the owner, Lennar Arizona, LLC is requesting approval of a final plat consisting of 75 Lots and 11 Tracts on approximately 15.6 acres of land generally located north of Tangerine Road and east of Interstate 10 within a portion of Section 36, Township 11 South.

Zoning

The zoning of the property is SP, Mandarinina Specific Plan, created by Ordinance 2009.02, adopted by the Marana Town Council on February 17, 2009, and administratively amended on October 30, 2019, and again on November 2, 2022.

Land Use

The proposed final plat is a resubdivision of Blocks 4 and 9 of the Final Block Plat for Mandarinina Blocks 1-2, 4-5 & 8- 13, approved by the Mayor and Town Council on November 21, 2023, via adoption of Resolution No. 2023-111.

The size of the proposed project is approximately 15.6 acres in gross area. There are 75 lots proposed with a density of 8 (RAC). The platted lot area is approximately 9.4 acres in size. Tracts A through K are approximately 3.1 acres and the public right of

way area totals approximately 2.4 acres.

Access and Traffic

Access for the project is provided off Adonis Road via Houston Boulevard and Meridian Way. Approximately one-half mile of new public right-of-way for internal access to parcels located within the overall platted area will be dedicated by this plat.

Utilities

Water and sewer service for the subdivision will be provided by Marana Water. TRICO 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. 2009.02, the Mandarinina Specific Plan, 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. 2024-092, approving the final plat of Mandarinina - Phase 1B - Parcel B, Lots 634-664 & 669-732 & Tracts A-K.

Attachments

Resolution No. 2024-092

Final Plat

Location Map

Application

MARANA RESOLUTION NO. 2024-092

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT FOR MANDARINA PHASE 1B – PARCEL B, LOTS 634-644 & 669-732 & TRACTS A-K GENERALLY LOCATED NORTH OF TANGERINE ROAD AND EAST OF INTERSTATE 10 WITHIN A PORTION OF SECTION 36, TOWNSHIP 11 SOUTH AND RANGE 11 EAST

WHEREAS, on February 17, 2009, the Mayor and Town Council adopted Ordinance No. 2009.02, approving a rezoning of approximately 342 acres, generally located north of Tangerine Road and east of Interstate 10, from Zones “E” (Transportation Corridor), “C” (Large Lot), and “AG” (Agricultural) to Zone “F” (Specific Plan), creating the Mandarinina Specific Plan; and

WHEREAS, on October 30, 2019, Marana Town staff administratively approved an amendment to the Mandarinina Specific Plan; and

WHEREAS, on December 1, 2020, the Mayor and Town Council adopted Resolution No. 2020-130, approving the Mandarinina development agreement, recorded in the Pima County Recorder’s Office at Sequence No. 20203390091; and

WHEREAS, on November 2, 2022, Marana Town staff administratively approved an amendment to the Mandarinina Specific Plan; and

WHEREAS, on May 17, 2022, the Mayor and Town Council adopted Resolution No. 2022-047, approving the final block plat for Mandarinina Blocks 1-7 and Parcels A, B & C, recorded in the Pima County Recorder’s Office at Sequence No. 20231590262; and

WHEREAS, on November 21, 2023, the Mayor and Town Council adopted Resolution 2023-111, approving a final block plat for Mandarinina Blocks 1-2, 4-5 & 8-13, recorded in the Pima County Recorder’s Office at Sequence No. 20233320095; and

WHEREAS EPS Group, Inc., on behalf of Lennar Arizona, LLC has applied for approval of a final plat for Mandarinina – Phase 1B – Parcel B, Lots 634-644 & 669-732 & Tracts A-K, being a resubdivision of Blocks 4 & 9 of the final block plat for Mandarinina Blocks 1-2, 4-5 & 8-13, as recorded in the Pima County Recorder’s Office at Sequence No. 20233320095; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on October 15, 2024, determined that the final plat for Mandarinina – Phase 1B – Parcel B, Lots 634-644 & 669-732 & Tracts A-K should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Mandarinina - Phase 1B - Parcel B, Lots 634-644 & 669-732 & Tracts A-K, is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of October, 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

Jul 31, 2024 11:21am S:\Projects\2020\20-0522\Land Survey\Draws\Final Plats\Phase 1B.1 - Parcel B\20-0522 Plot - 1B.1 - Parcel B.dwg
terotoments

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ALLEYS, DRAINAGEWAYS AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSES OR PURPOSES NOTED ON THIS PLAT.

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

PRIVATE DRAINAGEWAYS AND COMMON AREA (TRACT) AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA (TRACT), BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREA (TRACT) SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NUMBER 20241000024 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREA (TRACT) WITHIN THIS SUBDIVISION.

NOTWITHSTANDING THE FOREGOING, LENNAR ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, (THE "OWNER"), HEREBY RESERVES AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-6801, ARIZONA REVISED STATUTES, AS AMENDED, OR "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED BY A REVITALIZATION DISTRICT OR COMMUNITY FACILITIES DISTRICT TO BE ESTABLISHED BY THE OWNER AND THE TOWN OF MARANA, ARIZONA (THE "MUNICIPALITY"). (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH INFRASTRUCTURE OR PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO A SUBSEQUENT OPERATING AGREEMENT TO BE ENTERED INTO AMONG THE OWNER AND SUCH DISTRICT.) SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH INFRASTRUCTURE OR PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH SUBSEQUENT OPERATING AGREEMENT AND JUNE 30, 2030.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TRUSTEE OF TRUST NO. 202412 AND NOT IN ITS CORPORATE CAPACITY

_____, DATE _____
TRUST OFFICER

ACKNOWLEDGMENT

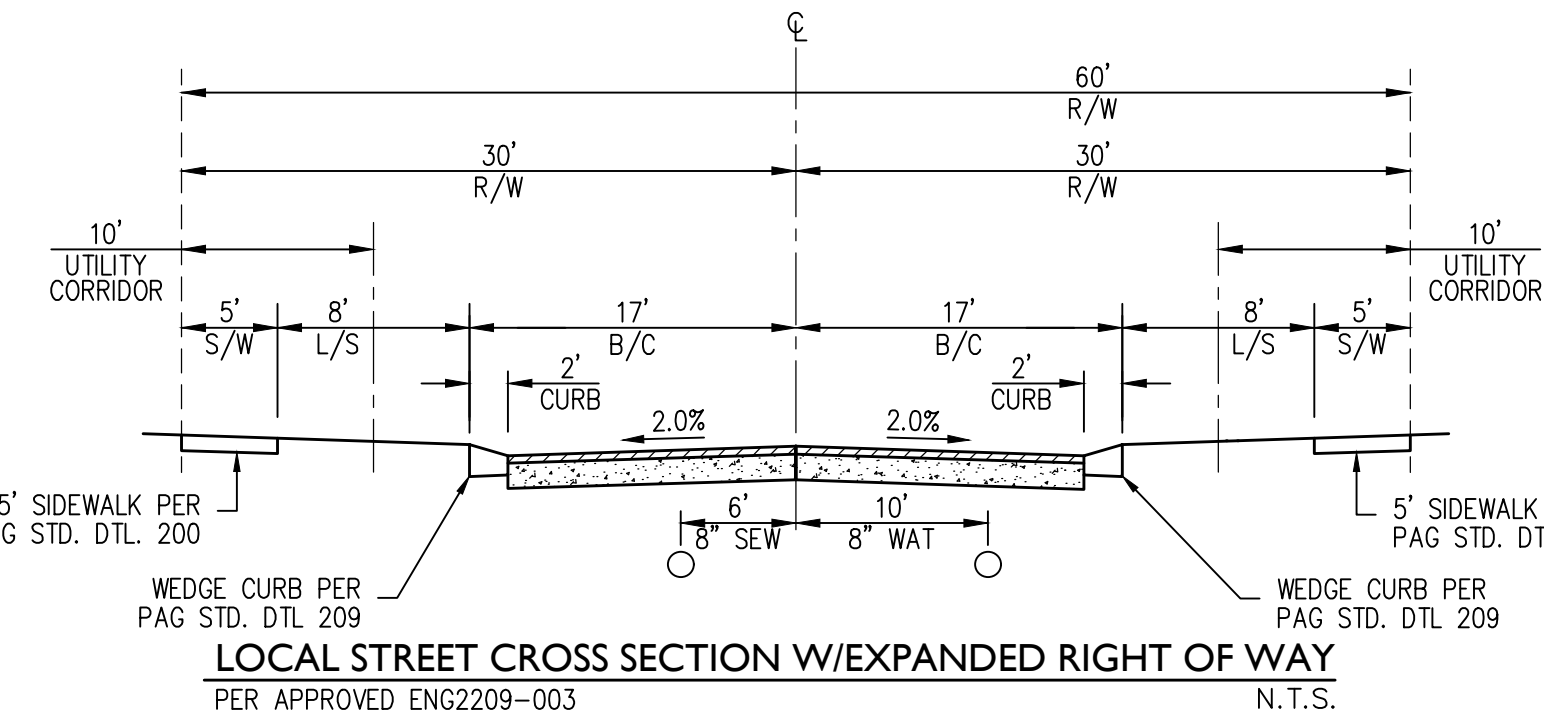
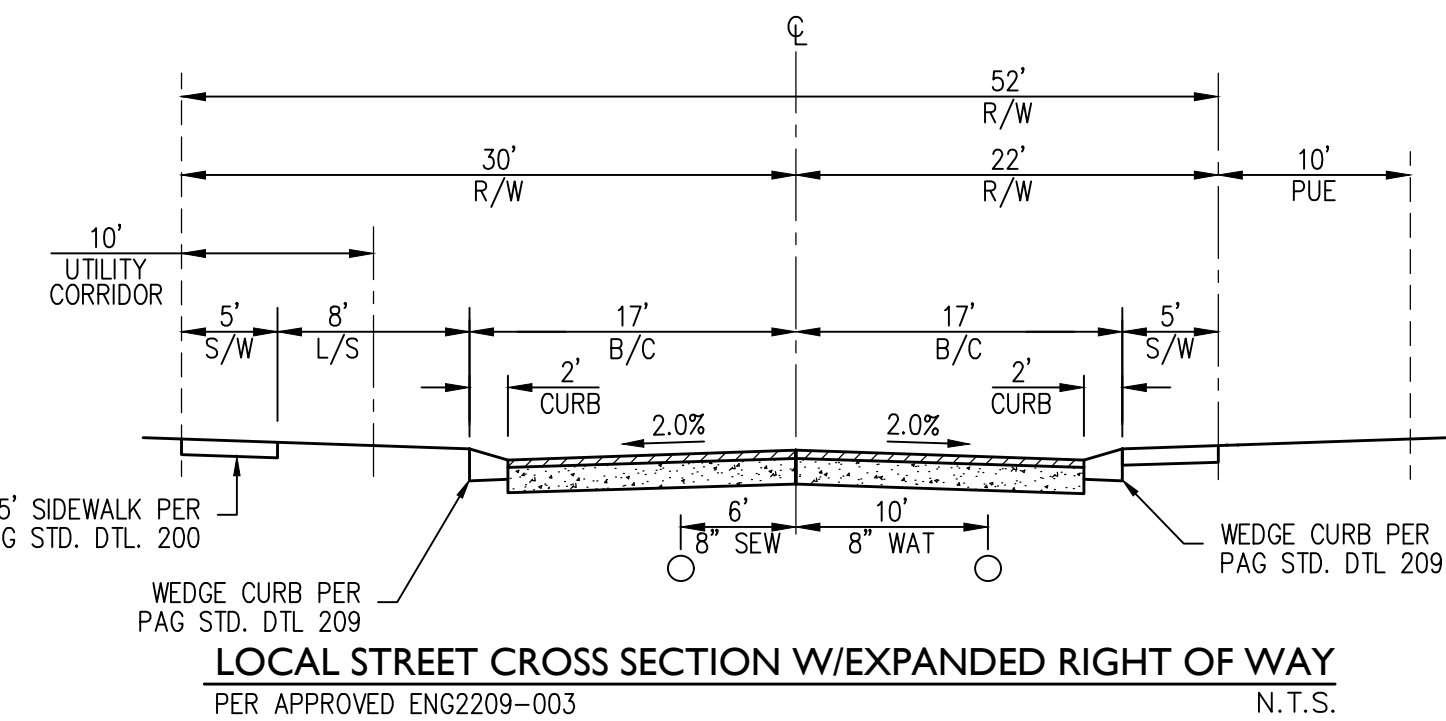
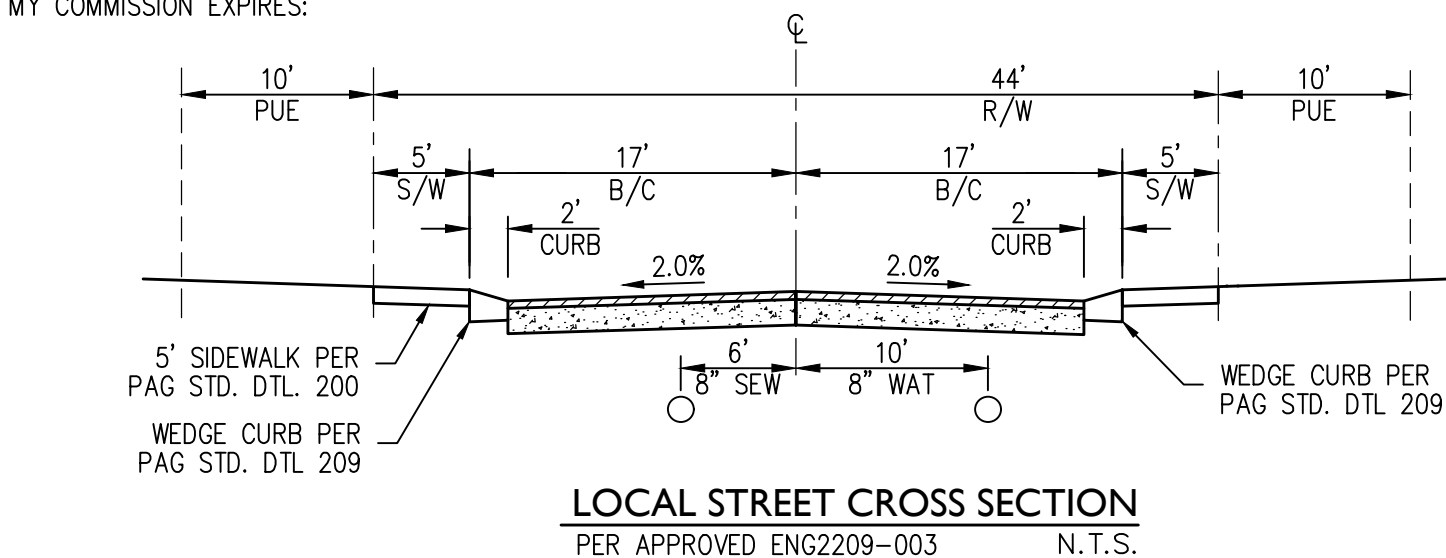
STATE OF ARIZONA } SS
COUNTY OF PIMA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2024, BY _____, TRUST OFFICER OF TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____, DATE _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



NOTE:
PUBLIC UTILITIES SHALL BE INSTALLED WITHIN THE RIGHT OF WAY IF NO PUE IS DEDICATED (SEE UTILITY CORRIDOR)

NOTE:
PUBLIC UTILITIES SHALL BE INSTALLED WITHIN THE RIGHT OF WAY IF NO PUE IS DEDICATED (SEE UTILITY CORRIDOR)

FINAL PLAT
Mandarina - Phase 1B - Parcel B, LOTS 634-644 & 669-732 & TRACTS A-K
BEING A RESUBDIVISION OF BLOCKS 4 & 9 OF MANDARINA BLOCKS 1-2, 4-5 & 8-13, AS RECORDED IN SEQUENCE NUMBER 20233320095, P.C.R.,
SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 36,
TOWNSHIP 11 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

100 YEAR ASSURED WATER SUPPLY

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

BY: _____ DATE _____
MARANA WATER DIRECTOR

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, FROM A BRASS CAP SURVEY MONUMENT STAMPED "LS 31591" LOCATED AT THE SOUTH QUARTER CORNER OF SECTION 36, TO A 2.5 INCH ALUMINUM CAP SURVEY MONUMENT STAMPED "PSOMAS RLS 18557" LOCATED AT THE SOUTHEAST CORNER OF SECTION 36, SAID BEARINGS BEING NORTH 89°44'11" EAST PER FINAL BLOCK PLAT FOR MANDARINA BLOCKS 1-7 AND PARCELS A, B & C, AS RECORDED IN SEQUENCE NO. 20231590262, P.C.R.

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM TITLE SECURITY AGENCY LLC AS RECORDED IN SEQUENCE NUMBER _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____ DATE _____
TOWN OF MARANA

BENEFICIARY

PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 202412, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

LENNAR ARIZONA, LLC
7464 NORTH LA CHOLLA BOULEVARD
TUCSON, ARIZONA 85741

RECORDING

STATE OF ARIZONA } FEE \$ _____
COUNTY OF PIMA } SS SEQUENCE NO. _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF EPS GROUP, INC., ON THIS DAY OF _____, 2024, AT ____ M. IN SEQUENCE NUMBER _____ THEREOF.

GABRIELLA CAZARES-KELLY
PIMA COUNTY RECORDER BY DEPUTY _____

LEGEND

- FOUND MONUMENT, AS NOTED
- CORNER OF SUBDIVISION
- R/W RIGHT-OF-WAY
- P.C.R. PIMA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON-ACCESS EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE EASEMENT
- BRASS CAP TO BE SET AT CONSTRUCTION
- ⊙ DENOTES CORNER LOT, LARGE FRONTAGE LOT OR MULTI STREET FRONTAGE
- ⊙ DENOTES STARTING/ENDING LOT SEQUENCE NUMBER
- EASEMENT LINE (SCHEDULE B) ---
- QUARTER-SECTION LINE ---

SEWER EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT

LANDSCAPE EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT

VNAE EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT

SVT EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT

PUE EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT

FEMA FLOODPRONE LIMITS		
BOUNDARY LINE		
PARCEL LINE		
LOT LINE		
SECTION LINE		
MID-SECTION LINE		
CENTER LINE ROAD		
EXISTING R/W		

SHEET INDEX

- 1 COVER SHEET
- 2 INDEX MAP
- 3 - 5 PLAT PLAN SHEETS
- 6 LOT AREA TABLE, LINE DATA TABLE, CURVE DATA TABLE & TRACT USE TABLE

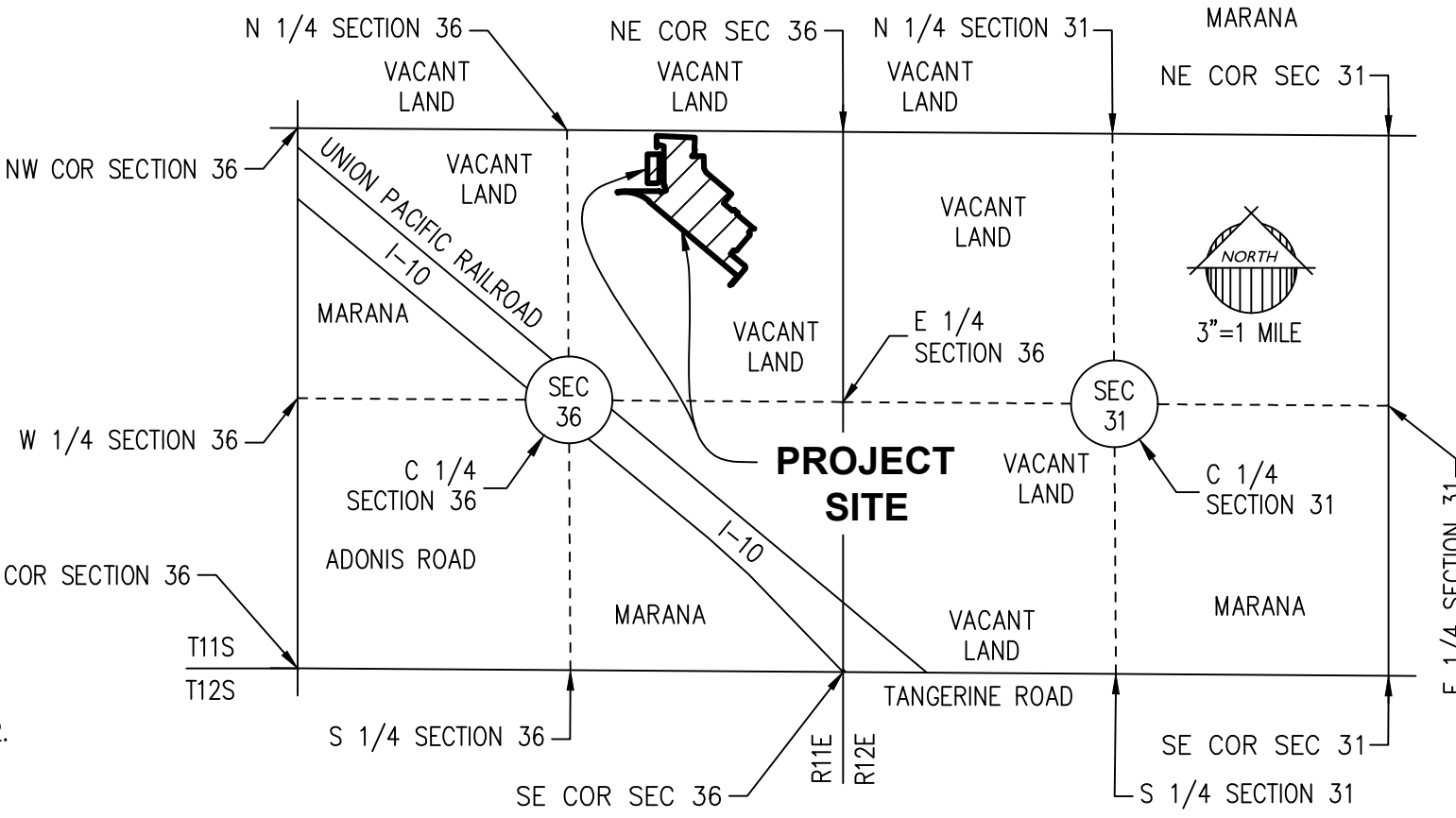
AREA SUMMARY TABLE		
DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS 634-644 & 669-732 (75 LOTS)	411,495	9.4451
TRACTS A-K (11 TRACTS)	135,080	3.1011
PRIVATE STREETS	0	0.0000
RIGHT OF WAY	133,075	3.0550
NET AREA	546,576	12.5476
GROSS AREA	679,651	15.6026

COMMON AREA DATA TABLE NOTE

PLEASE SEE SHEET 6 OF 6 FOR ALL COMMON AREAS IN TRACT USE TABLE.

GENERAL NOTES

- EXISTING ZONING IS SP (SPECIFIC PLAN) ZONE PER TOWN OF MARANA ORDINANCE NO. 2009.02, APPROVED FEBRUARY 17, 2009, AMENDED OCTOBER 30, 2019 AND AMENDED NOVEMBER 2, 2022.
- NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
- APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
- ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
- THE LAND USE DESIGNATION OF THIS PROPERTY IS TORTOLITA CORRIDOR PER THE SPECIFIC PLAN LAND USE CONCEPT MAP.
- THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. § 43-576.
- THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
- THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
- TOTAL MILES OF NEW PUBLIC STREETS IS 0.5.
- INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THE LICENSE AGREEMENT SHALL BE EXECUTED AND APPROVED BY THE TOWN OF MARANA PRIOR TO APPROVAL OF THE CLOSEOUT PACKAGE FOR THIS PROJECT.
- THE TOTAL NUMBER OF LOTS IS 75. THE MAXIMUM ALLOWABLE RESIDENTIAL UNITS FOR THE PROJECT SHALL NOT EXCEED 2,500.
- THE TOTAL NUMBER OF TRACTS IS 11.
- OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISH GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
- SUBDIVISION AREAS:
RESIDENTIAL DEVELOPMENT AREA (75 LOTS) = 9.4451 ACRES (411,495 S.F.) NET DENSITY = 7.9406 TRACTS (11 TRACTS) = 3.1011 ACRES (135,080 S.F.)
- GROSS AREA OF THIS SUBDIVISION IS 15.6026 ACRES (679,651 S.F.). THE AREA OF ALL DEDICATED RIGHTS OF WAYS IS 3.0550 ACRES (133,075 S.F.). THE NET AREA OF THE PROPERTY IS 12.5476 ACRES (546,576 S.F.).
- THE MINIMUM LOT SIZE IS 5,203 SF (LOT 709)
THE MAXIMUM LOT SIZE IS 12,104 SF (LOT 641)
THE AVERAGE LOT SIZE IS 5,487 SF
THE MAXIMUM BUILDING HEIGHT IS 45'.
THE MINIMUM LOT SIZE FOR SINGLE FAMILY DETACHED IS 3,500 SF.
THE MAXIMUM LOT COVERAGE IS 85% FOR SINGLE FAMILY ATTACHED AND 80% FOR SINGLE FAMILY DETACHED.
- THE MINIMUM BUILDING SETBACKS ARE ARTERIAL STREET SINGLE FAMILY DETACHED: 20' & ARTERIAL STREET SINGLE FAMILY ATTACHED: 30'; STRUCTURE: 10'; STREET FACING GARAGE FACE: 20'; NON STREET FACING GARAGE FACE: 10'; REAR SINGLE FAMILY DETACHED: 10' & REAR SINGLE FAMILY ATTACHED: 5'; SIDE 5'; BUILDING SEPARATION: 10' AND ACCESSORY BUILDING 5'.
- NOTWITHSTANDING THE FOREGOING, KDL INVESTMENTS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF MANDARINA HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF THE MANDARINA HOLDINGS, LLC., (COLLECTIVELY WITH ANY SUCCESSORS OR ASSIGNS PURSUANT TO THE HEREINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNER"), HEREBY RESERVES AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED BY A COMMUNITY FACILITIES DISTRICT TO BE ESTABLISHED PURSUANT TO A DEVELOPMENT AGREEMENT AMONG SUCH DISTRICT, THE OWNER AND THE TOWN OF MARANA, ARIZONA. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT.) SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH AGREEMENT AND JUNE 30, 2030.
- A CONDITIONAL LETTER OF MAP REVISION (CLOMR) MUST BE ACCEPTED BY FEMA PRIOR TO RECDORDATION OF THIS FINAL BLOCK PLAT. IF THE LOMR (CASE #22-09-1156P) IS NOT ACCEPTED BY FEMA, THE ENGINEER OF RECORD SHALL PROVIDE THE REQUIREMENTS OF MARANA TOWN CODE 17-15-10 (E)(3).
- NO PHYSICAL IMPROVEMENTS SHALL BE CONSTRUCTED IN THE SUBDIVISION PRIOR TO THE EFFECTIVE DATE OF THE FEMA-APPROVED CLOMR. IF THE LOMR (CASE #22-09-1156P) IS NOT ACCEPTED BY FEMA, THE ENGINEER OF RECORD SHALL PROVIDE THE REQUIREMENTS OF MARANA TOWN CODE 17-15-10 (E)(3).
- THE TOWN WILL NOT ISSUE A PARTIAL RELEASE OF ASSURANCES OR A CERTIFICATE OF OCCUPANCY UNTIL THE EFFECTIVE DATE OF A FEMA-APPROVED LETTER OF MAP REVISION (LOMR). IF THE LOMR (CASE #22-09-1156P) IS NOT ACCEPTED BY FEMA, THE ENGINEER OF RECORD SHALL PROVIDE THE REQUIREMENTS OF MARANA TOWN CODE 17-15-10 (E)(3).
- 44' TOTAL LOCAL STREET RIGHT OF WAY (22' 1/2 RIGHT OF WAY) APPROVED BY ENG2209-003. SEE APPROVED CROSS SECTION BY TOWN ON THIS SHEET.



VICINITY MAP

SCALE: 3"=1 MILE

SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

OWNER

LENNAR ARIZONA, LLC
7464 N. LA CHOLLA BOULEVARD
TUCSON, AZ 85741
TEL: ()
CONTACT: KEVIN TARBOX

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: BRIAN NICHOLLS, P.E.

TOWN OF MARANA CERTIFICATION

I, DAVID UDALL, 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 _____, 2024.

BY: _____ DATE _____
CLERK OF THE TOWN OF MARANA

TOWN OF MARANA APPROVALS

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

BY: _____ DATE _____
MARANA PLANNING MANAGER

BY: _____ DATE _____
MARANA WATER DIRECTOR

SURVEYOR CERTIFICATION

I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF OCTOBER, 2022; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: _____ DATE 7-31-24
ROBERT A. JOHNSTON, RLS 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 11/03/22 (REVISED 8/02/23, 11/30/23, 1/31/24, 3/19/24, 6/27/24 & 7/31/24)

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

ENGINEER CERTIFICATION

I HEREBY CERTIFY THAT THE FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS AS SHOWN ON THIS PLAT WERE PREPARED UNDER MY DIRECTION.

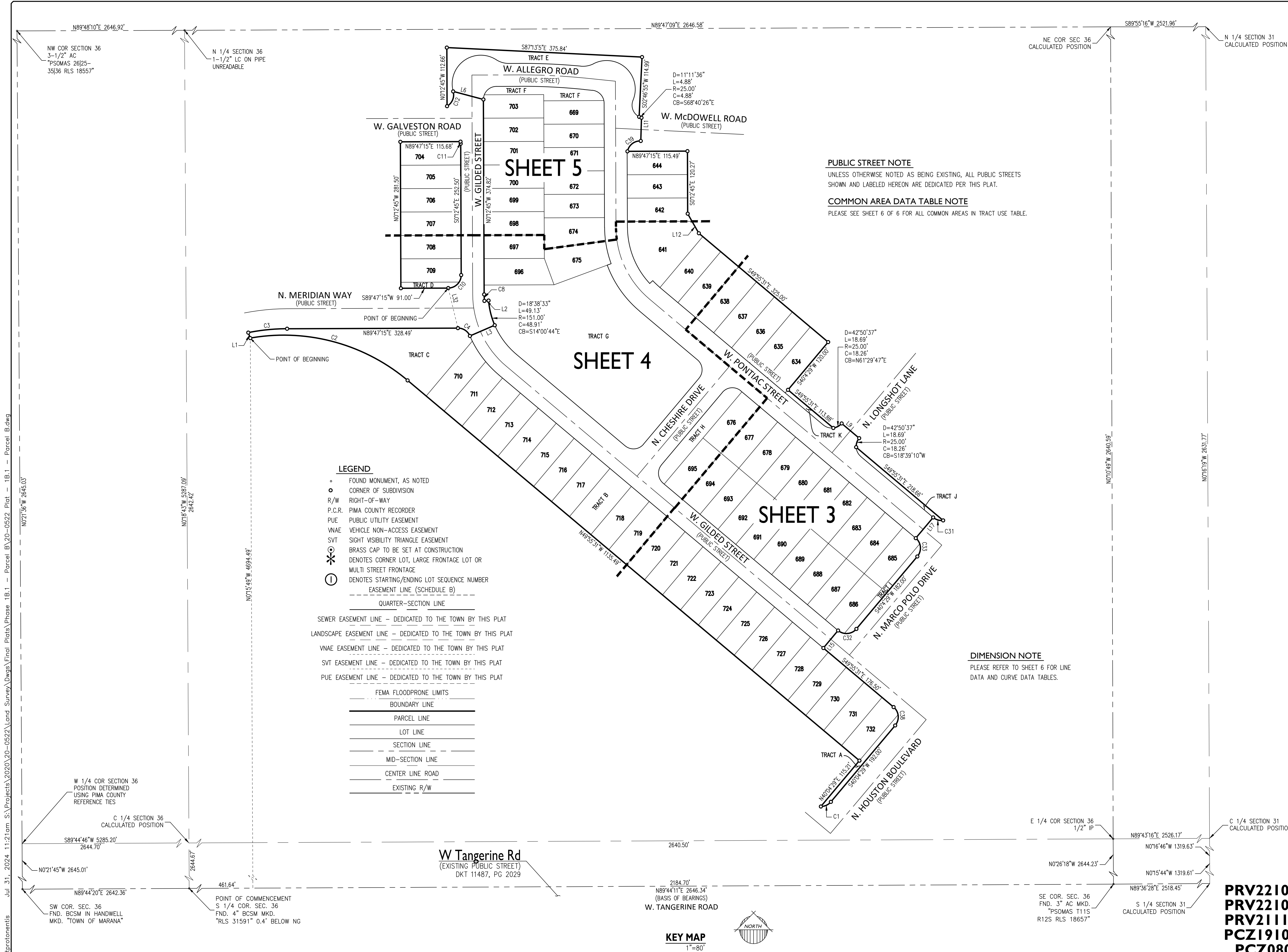
BY: _____ DATE 7-31-24
BRIAN NICHOLLS
PE 54652

PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048
ADMINISTRATIVE ADDRESS
12350 N. ADONIS ROAD,
MARANA, ARIZONA 85658
PRV2211-002
PRV2210-001

Final Plat for
Mandarina - Phase 1B - Parcel B,
Lots 634-644 & 669-732 & Tracts A-K
BEING A RESUBDIVISION OF BLOCKS 4 & 9 OF MANDARINA
BLOCKS 1-2, 4-5 & 8-13, AS RECORDED IN SEQUENCE
NUMBER 20233320095, P.C.R.
Being a portion of Section 36, T11S, R11E, G&SRM
Town of Marana, Pima County, Arizona

Jul 31, 2024 11:21am S:\Projects\2020\20-0522\Land Survey\Draws\Final Plats\Phase 1B.1 - Parcel B\20-0522 Plot - 1B.1 - Parcel B.dwg
tprotontenis

PRV2211-005



1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2350 | F:480.503.2358
www.epsgroupinc.com

EPS GROUP

Pro: Mandarinina - Phase 1B - Parcel B, Lots 634-644 & 669-732 & Tracts A-K, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

FINAL PLAT

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
37495
ROBERT A. JOHNSTON
Seal Signed: 7-31-24

Job No:
20-0522

FP02

Sheet No.
2
of 6

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

Sequence Number:

Sequence Number:

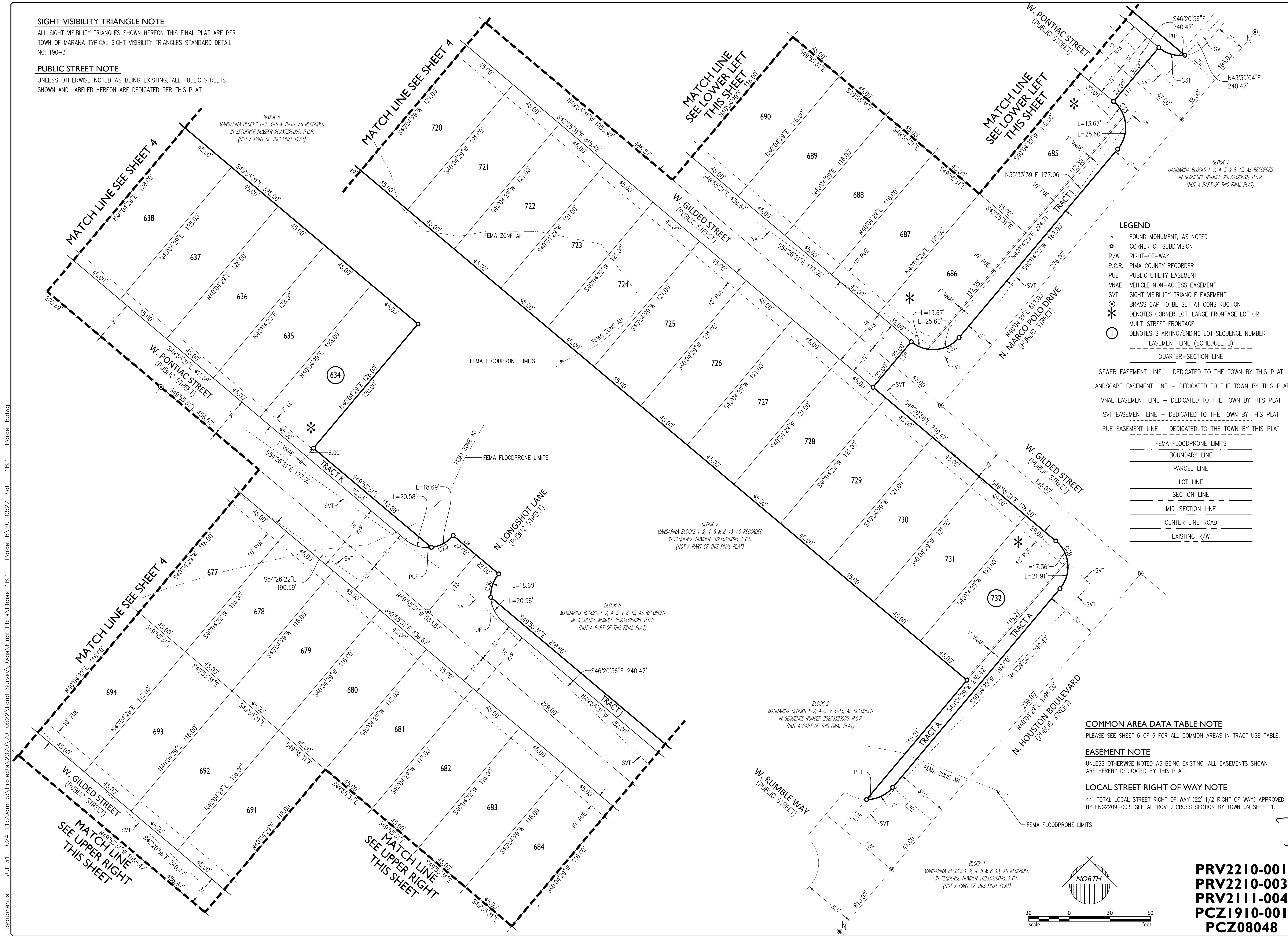
Jul 31, 2024 11:20am S:\Projects\2020\20-0522\Land Survey\Draws\Final Plats\Phase 1B.1 - Parcel B\20-0522 Plot - 1B.1 - Parcel B.dwg

SIGHT VISIBILITY TRIANGLE NOTE

ALL SIGHT VISIBILITY TRIANGLES SHOWN HEREON THIS FINAL PLAT ARE PER TOWN OF MARANA TYPICAL SIGHT VISIBILITY TRIANGLES STANDARD DETAIL NO. 190-3.

PUBLIC STREET NOTE

UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL PUBLIC STREETS SHOWN AND LABELED HEREON ARE DEDICATED PER THIS PLAT.



LEGEND

- FOUND MONUMENT, AS NOTED
- CORNER OF SUBDIVISION
- R/W RIGHT-OF-WAY
- P.C.R. PIMA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON-ACCESS EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE EASEMENT
- BRASS CAP TO BE SET AT CONSTRUCTION
- DENOTES CORNER LOT, LARGE FRONTAGE LOT OR MULTI STREET FRONTAGE
- ① DENOTES STARTING/ENDING LOT SEQUENCE NUMBER
- EASEMENT LINE (SCHEDULE B)
- QUARTER-SECTION LINE

- SEWER EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT
- LANDSCAPE EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT
- VNAE EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT
- SVT EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT
- PUE EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT

FEMA FLOODPRONE LIMITS
BOUNDARY LINE
PARCEL LINE
LOT LINE
SECTION LINE
MID-SECTION LINE
CENTER LINE ROAD
EXISTING R/W

COMMON AREA DATA TABLE NOTE

PLEASE SEE SHEET 6 OF 6 FOR ALL COMMON AREAS IN TRACT USE TABLE.

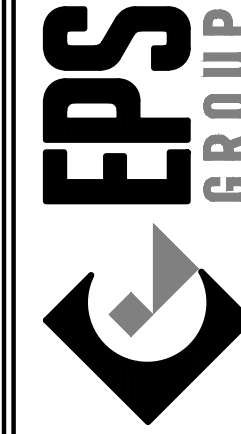
EASEMENT NOTE

UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL EASEMENTS SHOWN ARE HEREBY DEDICATED BY THIS PLAT.

LOCAL STREET RIGHT OF WAY NOTE

44' TOTAL LOCAL STREET RIGHT OF WAY (22' 1/2 RIGHT OF WAY) APPROVED BY ENG2209-003. SEE APPROVED CROSS SECTION BY TOWN ON SHEET 1.

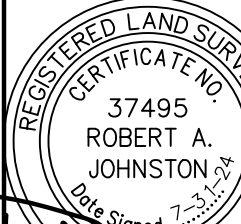
1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2350 | F:480.503.2358
WWW.EPSGROUP.COM



Pro: **Mandarina - Phase 1B - Parcel B, Lots 634-644 & 649-732 & Tracts A-K, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona**

Revisions:

Designer: RAJ
Drawn by: TJF



Job No.
20-0522
FP03
Sheet No.
3
of 6

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

PRV2211-005

Sequence Number: _____

Sequence Number: _____

Jul 31, 2024 11:20am S:\Projects\2020\20-0522\Land Survey\Draws\Final Plats\Phase 1B.1 - Parcel B.dwg - 1B.1 - Parcel B.dwg

MATCH LINE SEE LOWER RIGHT THIS SHEET

MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 3

COMMON AREA DATA TABLE NOTE
PLEASE SEE SHEET 6 OF 6 FOR ALL COMMON AREAS IN TRACT USE TABLE.

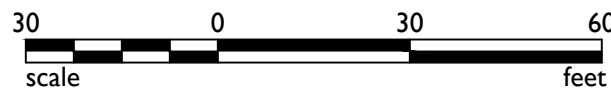
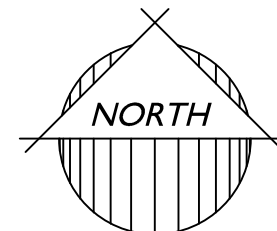
EASEMENT NOTE
UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL EASEMENTS SHOWN ARE HEREBY DEDICATED BY THIS PLAT.

LEGEND	
○	FOUND MONUMENT, AS NOTED
○	CORNER OF SUBDIVISION
R/W	RIGHT-OF-WAY
P.C.R.	PIMA COUNTY RECORDER
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT
✱	BRASS CAP TO BE SET AT CONSTRUCTION
✱	DENOTES CORNER LOT, LARGE FRONTAGE LOT OR MULTI STREET FRONTAGE
①	DENOTES STARTING/ENDING LOT SEQUENCE NUMBER
---	EASEMENT LINE (SCHEDULE B)
---	QUARTER-SECTION LINE
---	SEWER EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT
---	LANDSCAPE EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT
---	VNAE EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT
---	SVT EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT
---	PUE EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT
---	FEMA FLOODPRONE LIMITS
---	BOUNDARY LINE
---	PARCEL LINE
---	LOT LINE
---	SECTION LINE
---	MID-SECTION LINE
---	CENTER LINE ROAD
---	EXISTING R/W

LOCAL STREET RIGHT OF WAY NOTE
44' TOTAL LOCAL STREET RIGHT OF WAY (22' 1/2 RIGHT OF WAY) APPROVED BY ENG2209-003. SEE APPROVED CROSS SECTION BY TOWN ON SHEET 1.

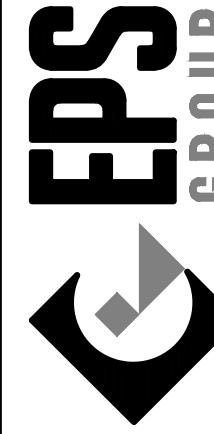
SIGHT VISIBILITY TRIANGLE NOTE
ALL SIGHT VISIBILITY TRIANGLES SHOWN HEREON THIS FINAL PLAT ARE PER TOWN OF MARANA TYPICAL SIGHT VISIBILITY TRIANGLES STANDARD DETAIL NO. 190-3.

PUBLIC STREET NOTE
UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL PUBLIC STREETS SHOWN AND LABELED HEREON ARE DEDICATED PER THIS PLAT.



PRV2210-001
PRV2210-003
PRV2111-004
PCZI910-001
PCZ08048

1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com



Pro: Mandarin - Phase 1B - Parcel B, Lots 634-644 & 669-732 & Tracts A-K, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

Revisions:	

Designer: RAJ
Drawn by: TJF



Job No.
20-0522
FP04
Sheet No.
4
of 6

Sequence Number:

FINAL PLAT

PRV2211-005

Sequence Number:

Jul 31, 2024 11:19am S:\Projects\2020\20-0522\Land Survey\Draws\Final Plats\Phase 1B.1 - Parcel B\20-0522 Plot - 1B.1 - Parcel B.dwg

SIGHT VISIBILITY TRIANGLE NOTE

ALL SIGHT VISIBILITY TRIANGLES SHOWN HEREON THIS FINAL PLAT ARE PER TOWN OF MARANA TYPICAL SIGHT VISIBILITY TRIANGLES STANDARD DETAIL NO. 190-3.

PUBLIC STREET NOTE

UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL PUBLIC STREETS SHOWN AND LABELED HEREON ARE DEDICATED PER THIS PLAT.

COMMON AREA DATA TABLE NOTE

PLEASE SEE SHEET 6 OF 6 FOR ALL COMMON AREAS IN TRACT USE TABLE.

EASEMENT NOTE

UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL EASEMENTS SHOWN ARE HEREBY DEDICATED BY THIS PLAT.

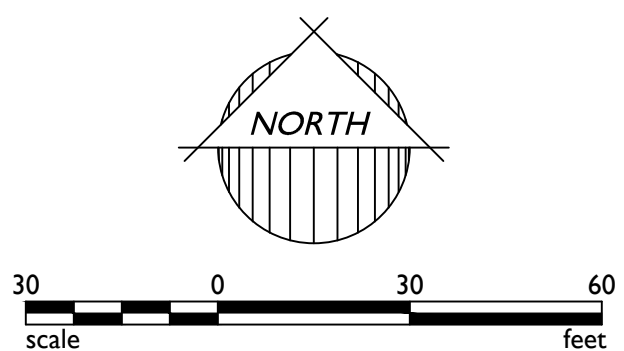
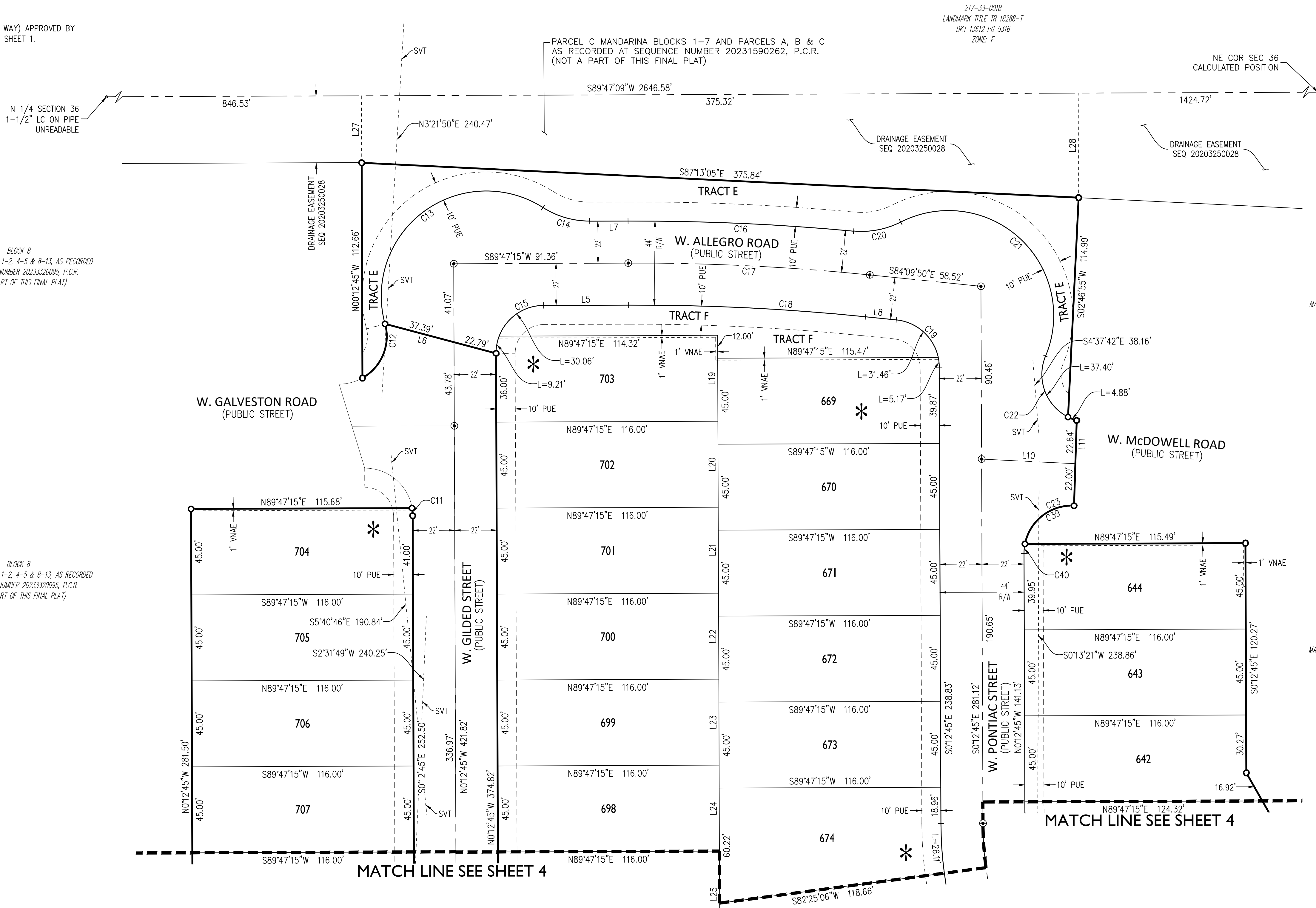
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44' TOTAL LOCAL STREET RIGHT OF WAY (22' 1/2 RIGHT OF WAY) APPROVED BY ENG2209-003. SEE APPROVED CROSS SECTION BY TOWN ON SHEET 1.

LEGEND

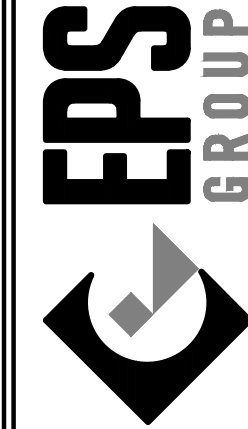
- FOUND MONUMENT, AS NOTED
- CORNER OF SUBDIVISION
- R/W RIGHT-OF-WAY
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---	CENTER LINE ROAD
---	EXISTING R/W



PRV2210-001
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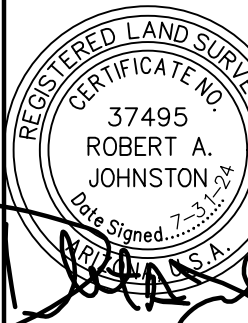
Pro: Mandarinina - Phase 1B - Parcel B, Lots 634-644 & 669-732 & Tracts A-K, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

FINAL PLAT

Sequence Number:

Revisions:

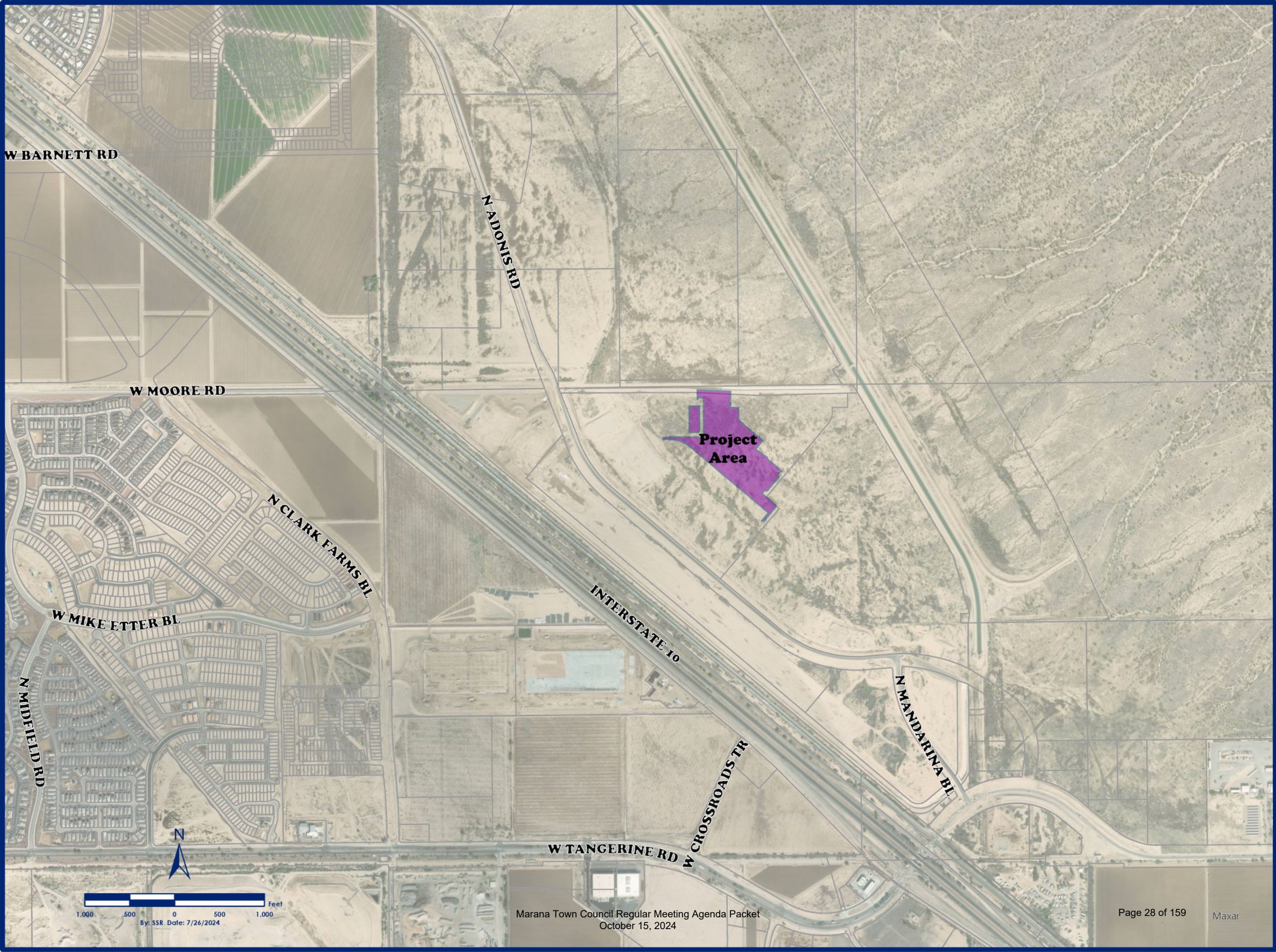
Designer: RAJ
Drawn by: TJP



Job No.
20-0522
FP05
Sheet No.
5
of 6

Sequence Number:

PRV2211-005



W BARNETT RD

N ADONIS RD

W MOORE RD

**Project
Area**

N CLARK FARMS BL

W MIKE ETTER BL

N MIDFIELD RD

INTERSTATE 10

N MANDARINA BL

W CROSSROADS TR

W TANGERINE RD



By: SSR Date: 7/26/2024

**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: Mandarinina Phase 1B.1 - Parcel B

Description of Project: Mandarinina Phase 1B.1 - Parcel B Final Plat

Number of Lots: 75

Parcel No.(s): 21755011D, 21755011G, 21755011H

Gross Area (Acres): 15.60

Project Address: Northwest of Adonis Road and Mandarinina Road

Ref. Project No.: ENG2209-035, 036, 037, 038, DRA2209-004

CONTACT INFORMATION**Owner:** Mandarinina Holdings LLC

Contact Name: Hudd Hassell

Address: 1635 N Greenfield Road, #115

City: Mesa

State: AZ

Zip: 85205

Email: hudd@belaflo.com

Phone No.: (602) 525-0000

Applicant: EPS Group, Inc.

Contact Name: Meikle Garrett

Address: 1130 N Alma School Road, #120

City: Mesa

State: AZ

Zip: 85201

Email: meikle.garrett@epsgroupinc.com

Phone No.: (480) 355-0628

Consultant/Engineer: EPS Group, Inc.

Contact Name: Brian Nicholls

Address: 1130 N Alma School Road, # 120

City: Mesa

State: AZ

Zip: 85201

Email: brian.nicholls@epsgroupinc.com

Phone No.: (480) 355-1537

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.)

G. Meikle Garrett

11/4/2022

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No. _____

Date Received _____



Council-Regular Meeting

C4

Meeting Date: 10/15/2024

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Scott Radden, Senior Planner

Date: October 15, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2024-093: Relating to Development; approving the final plat for Mandarinina – Phase 1B – Parcel C, Lots 573-633 & 645-668 & Tracts A-I generally located north of Tangerine Road and east of Interstate 10 within portions of Section 36, Township 11 South and Range 11 East (Scott Radden)

Discussion:

Request

EPS Group, Inc., representing the owner, Lennar Arizona, LLC is requesting approval of a final plat consisting of 85 Lots and 9 Tracts on approximately 14.6 acres of land generally located north of Tangerine Road and east of Interstate 10 within portions of Section 36, Township 11 South.

Zoning

The zoning of the property is SP, Mandarinina Specific Plan, created by Ordinance 2009.02, adopted by the Marana Town Council on February 17, 2009, and administratively amended on October 30, 2019, and again on November 2, 2022.

Land Use

The proposed final plat is a resubdivision of Block 5 of the Final Block Plat for Mandarinina Blocks 1-2, 4-5 & 8- 13, approved by the Mayor and Town Council on November 21, 2023, via adoption of Resolution No. 2023-111.

The size of the proposed project is approximately 14.6 acres in gross area. There are 85

lots proposed in the subdivision. The platted lot area is approximately 11.1 acres in size with a density of 7.6 (RAC). Tracts A through I total approximately 1.2 acres and the public right of way area totals approximately 2.4 acres.

Access and Traffic

Access for the project is provided off Adonis Road via Marco Polo Drive. Approximately .4 miles of new public right-of-way for internal access to blocks located within the overall platted area will be dedicated by this plat.

Utilities

Water and sewer service for the subdivision will be provided by Marana Water. TRICO 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. 2009.02, the Mandarin Specific Plan, 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. 2024-093, approving the final plat of Mandarinina - Phase 1B - Parcel C, Lots 573-633 & 645-668 & Tracts A-I.

Attachments

Resolution No. 2024-093

Final Plat

Location Map

Application

MARANA RESOLUTION NO. 2024-093

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT FOR MANDARINA PHASE 1B - PARCEL C, LOTS 573-633 & 645-668 & TRACTS A-I GENERALLY LOCATED NORTH OF TANGERINE ROAD AND EAST OF INTERSTATE 10 WITHIN PORTIONS OF SECTION 36, TOWNSHIP 11 SOUTH AND RANGE 11 EAST

WHEREAS, on February 17, 2009, the Mayor and Town Council adopted Ordinance No. 2009.02, approving a rezoning of approximately 342 acres, generally located north of Tangerine Road and east of Interstate 10, from Zones "E" (Transportation Corridor), "C" (Large Lot), and "AG" (Agricultural) to Zone "F" (Specific Plan), creating the Mandarinina Specific Plan; and

WHEREAS, on October 30, 2019, Marana Town staff administratively approved an amendment to the Mandarinina Specific Plan; and

WHEREAS, on December 1, 2020, the Mayor and Town Council adopted Resolution No. 2020-130, approving the Mandarinina development agreement, recorded in the Pima County Recorder's Office at Sequence No. 20203390091; and

WHEREAS, on November 2, 2022, Marana Town staff administratively approved an amendment to the Mandarinina Specific Plan; and

WHEREAS, on May 17, 2022, the Mayor and Town Council adopted Resolution No. 2022-047, approving the final block plat for Mandarinina Blocks 1-7 and Parcels A, B & C, recorded in the Pima County Recorder's Office at Sequence No. 20231590262; and

WHEREAS, on November 21, 2023, the Mayor and Town Council adopted Resolution 2023-111, approving a final block plat for Mandarinina Blocks 1-2, 4-5 & 8-13, recorded in the Pima County Recorder's Office at Sequence No. 20233320095; and

WHEREAS EPS Group, Inc., on behalf of Lennar Arizona, LLC has applied for approval of a final plat for Mandarinina - Phase 1B - Parcel C, Lots 573-633 & 645-668 & Tracts A-I, being a resubdivision of Block 5 of the final block plat for Mandarinina Blocks 1-2, 4-5 & 8-13, as recorded in the Pima County Recorder's Office at Sequence No. 20233320095; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on October 15, 2024, determined that the final plat for Mandarinina - Phase 1B - Parcel C, Lots 573-633 & 645-668 & Tracts A-I should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Mandarinina - Phase 1B - Parcel C, Lots 573-633 & 645-668 & Tracts A-I, is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of October, 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

Jul 31, 2024 11:10am S:\Projects\2020\20-0522\Land Survey\Draws\Final Plats\Phase 1B.1 - Parcel C\20-0522 Plat - 1B.1 - Parcel C.dwg
terotoments

AREA SUMMARY TABLE		
DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS 573-633 & 645-668 (85 LOTS)	482,161	11.0670
TRACTS A-I (9 TRACTS)	51,081	1.1727
PRIVATE STREETS	0	0.0000
RIGHT OF WAY	103,524	2.3766
NET AREA	533,242	12.2415
GROSS AREA	636,766	14.6181

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ALLEYS, DRAINAGEWAYS AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSES OR PURPOSES NOTED ON THIS PLAT.

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

PRIVATE DRAINAGEWAYS AND COMMON AREA (TRACT) AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA (TRACT), BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREA (TRACT) SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NUMBER 20241000024 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREA (TRACT) WITHIN THIS SUBDIVISION.

NOTWITHSTANDING THE FOREGOING, LENNAR ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, (THE "OWNER"), HEREBY RESERVES AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-6801, ARIZONA REVISED STATUTES, AS AMENDED, OR "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED BY A REVITALIZATION DISTRICT OR COMMUNITY FACILITIES DISTRICT TO BE ESTABLISHED BY THE OWNER AND THE TOWN OF MARANA, ARIZONA (THE "MUNICIPALITY"). (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH INFRASTRUCTURE OR PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO A SUBSEQUENT OPERATING AGREEMENT TO BE ENTERED INTO AMONG THE OWNER AND SUCH DISTRICT.) SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH INFRASTRUCTURE OR PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH SUBSEQUENT OPERATING AGREEMENT AND JUNE 30, 2030.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TRUSTEE OF TRUST NO. 202412 AND NOT IN ITS CORPORATE CAPACITY

DATE _____
TRUST OFFICER

ACKNOWLEDGMENT

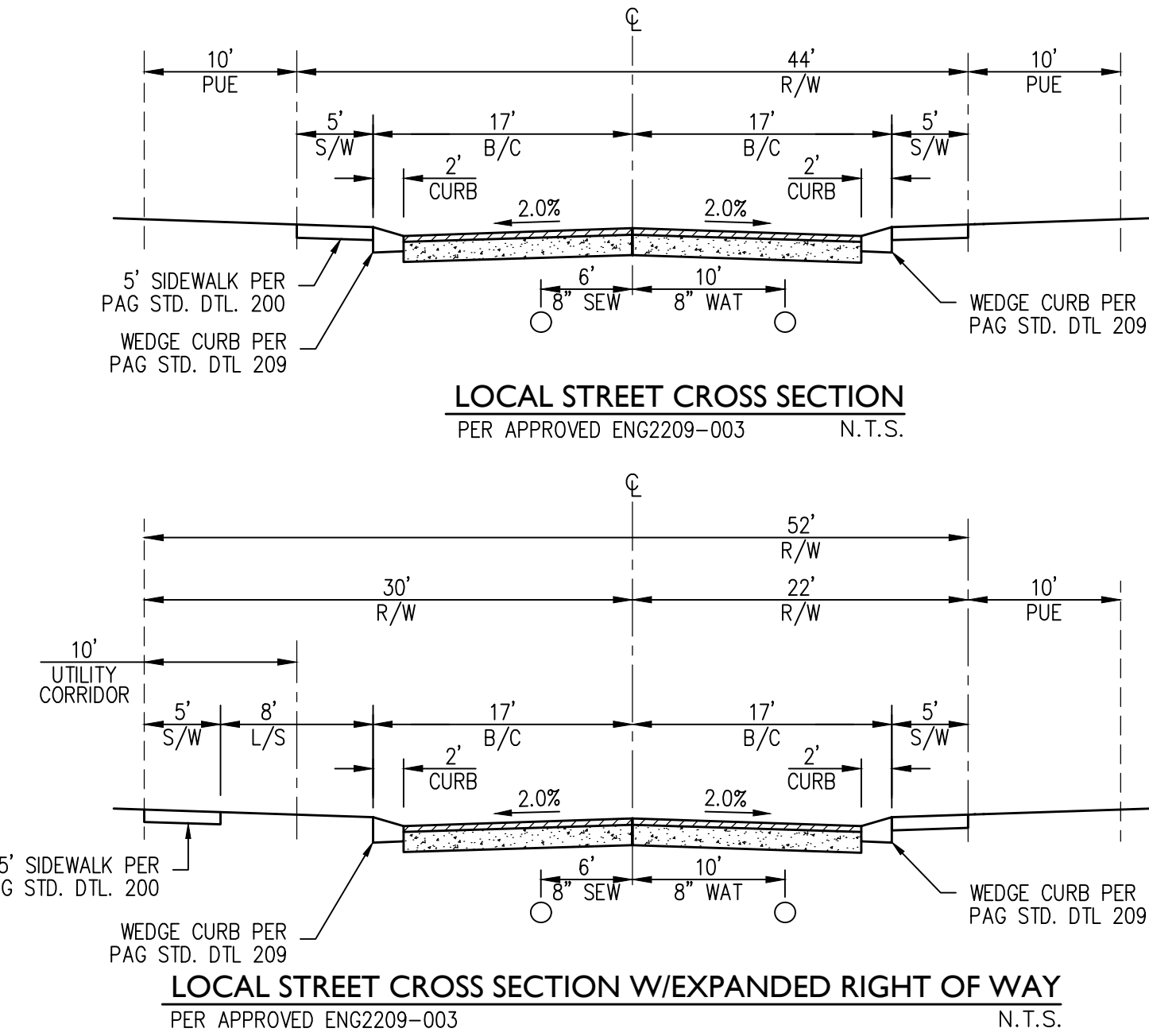
STATE OF ARIZONA }
COUNTY OF PIMA } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2024, BY _____, TRUST OFFICER OF TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

DATE _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



NOTE:

PUBLIC UTILITIES SHALL BE INSTALLED WITHIN THE RIGHT OF WAY IF NO PUE IS DEDICATED (SEE UTILITY CORRIDOR)

FINAL PLAT

Mandarina - Phase 1B - Parcel C, LOTS 573-633 & 645-668 & TRACTS A-I

BEING A RESUBDIVISION OF BLOCK 5 OF MANDARINA BLOCKS 1-2, 4-5 & 8-13, AS RECORDED IN SEQUENCE NUMBER 20233320095, P.C.R., SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

COMMON AREA DATA TABLE NOTE

PLEASE SEE SHEET 6 OF 6 FOR ALL COMMON AREAS IN TRACT USE TABLE.

ASSURED WATER SUPPLY

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

BY: _____
MARANA WATER DIRECTOR
DATE _____

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, FROM A BRASS CAP SURVEY MONUMENT STAMPED "LS 31591" LOCATED AT THE SOUTH QUARTER CORNER OF SECTION 36, TO A 2.5 INCH ALUMINUM CAP SURVEY MONUMENT STAMPED "PSOMAS RLS 18557" LOCATED AT THE SOUTHEAST CORNER OF SECTION 36, SAID BEARINGS BEING NORTH 89°44'11" EAST PER FINAL BLOCK PLAT FOR MANDARINA BLOCKS 1-7 AND PARCELS A, B & C, AS RECORDED IN SEQUENCE NO. 20231590262, P.C.R.

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM TITLE SECURITY AGENCY LLC AS RECORDED IN SEQUENCE NUMBER _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____
TOWN OF MARANA
DATE _____

BENEFICIARY

PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 202412, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

LENNAR ARIZONA, LLC
7464 NORTH LA CHOLLA BOULEVARD
TUCSON, ARIZONA 85741

RECORDING

STATE OF ARIZONA }
COUNTY OF PIMA } SS
SEQUENCE NO. _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF EPS GROUP, INC., ON THIS DAY OF _____, 2024, AT ____ M. IN SEQUENCE NUMBER _____ THEREOF.

GABRIELLA CAZARES-KELLY
PIMA COUNTY RECORDER
BY DEPUTY _____

LEGEND

- FOUND MONUMENT, AS NOTED
- CORNER OF SUBDIVISION
- R/W RIGHT-OF-WAY
- P.C.R. PIMA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON-ACCESS EASEMENT
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LANDSCAPE EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT

VNAE EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT

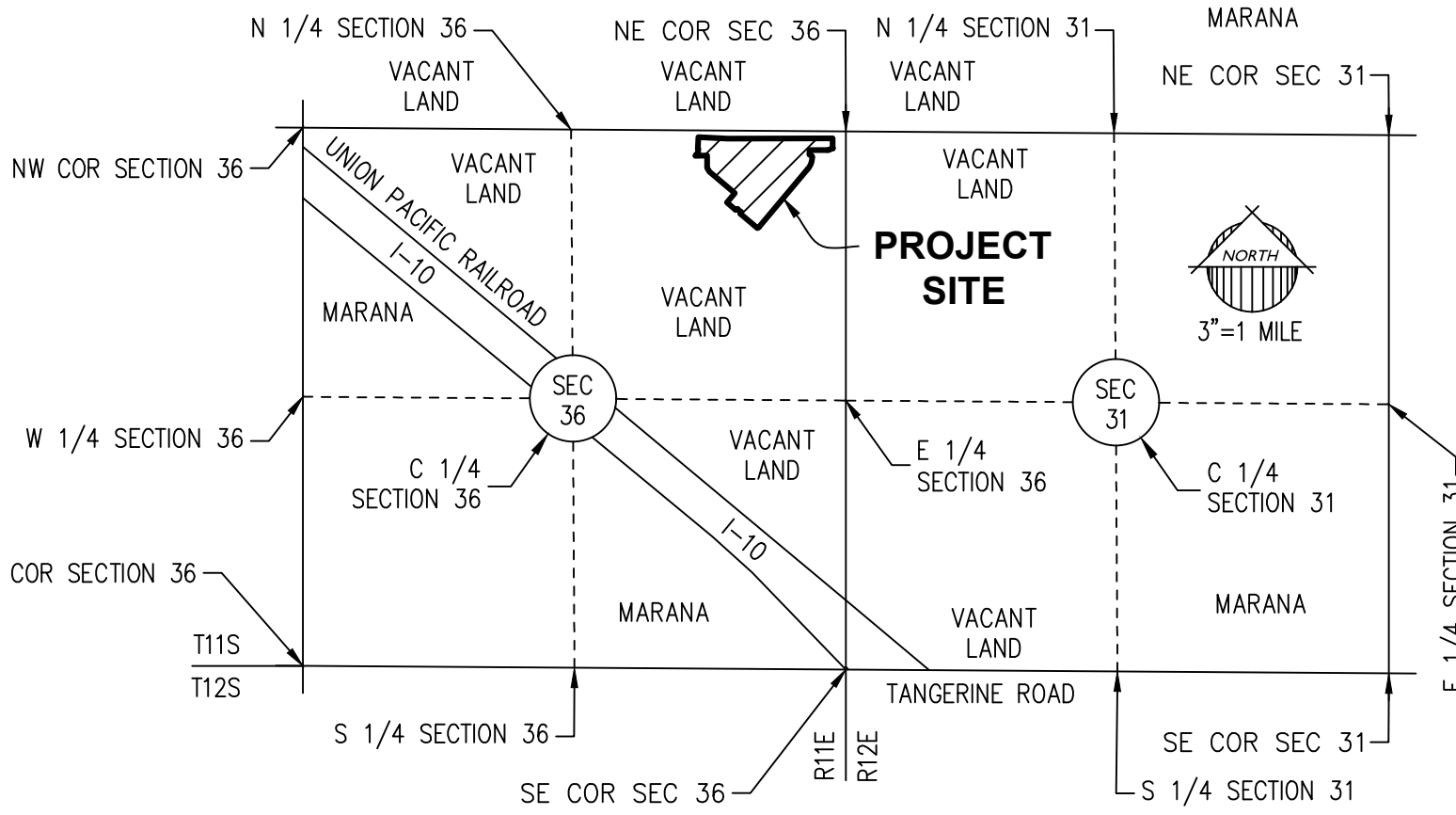
SVT EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT

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_____	FEMA FLOODPRONE LIMITS
_____	BOUNDARY LINE
_____	PARCEL LINE
_____	LOT LINE
_____	SECTION LINE
_____	MID-SECTION LINE
_____	CENTER LINE ROAD
_____	EXISTING R/W

GENERAL NOTES

- EXISTING ZONING IS SP (SPECIFIC PLAN) ZONE PER TOWN OF MARANA ORDINANCE NO. 2009.02, APPROVED FEBRUARY 17, 2009, AMENDED OCTOBER 30, 2019 AND AMENDED NOVEMBER 2, 2022.
- NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
- APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
- ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
- THE LAND USE DESIGNATION OF THIS PROPERTY IS TORTOLITA CORRIDOR PER THE SPECIFIC PLAN LAND USE CONCEPT MAP.
- THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. § 45-576.
- THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
- THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
- TOTAL MILES OF NEW PUBLIC STREETS IS 0.4.
- INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THE LICENSE AGREEMENT SHALL BE EXECUTED AND APPROVED BY THE TOWN OF MARANA PRIOR TO APPROVAL OF THE CLOSEOUT PACKAGE FOR THIS PROJECT.
- THE TOTAL NUMBER OF LOTS IS 85. THE MAXIMUM ALLOWABLE RESIDENTIAL UNITS FOR THE PROJECT SHALL NOT EXCEED 2,500.
- THE TOTAL NUMBER OF TRACTS IS 9.
- OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30° AND 72° ABOVE FINISH GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
- SUBDIVISION AREAS:
RESIDENTIAL DEVELOPMENT AREA (85 LOTS) = 11.0670 ACRES (482,161 S.F.) NET DENSITY = 7.6805 TRACTS (9 TRACTS) = 1.1727 ACRES (51,081 S.F.)
- GROSS AREA OF THIS SUBDIVISION IS 14.6181 ACRES (636,766 S.F.). THE AREA OF ALL DEDICATED RIGHTS OF WAYS IS 2.3766 ACRES (103,524 S.F.). THE NET AREA OF THE PROPERTY IS 12.2415 ACRES (533,242 S.F.).
- THE MINIMUM LOT SIZE IS 4,819 SF (LOT 573)
THE MAXIMUM LOT SIZE IS 12,637 SF (LOT 622)
THE AVERAGE LOT SIZE IS 5,672 SF
THE MAXIMUM BUILDING HEIGHT IS 45'
THE MINIMUM LOT SIZE FOR SINGLE FAMILY DETACHED IS 3,500 SF
THE MAXIMUM LOT COVERAGE IS 85% FOR SINGLE FAMILY ATTACHED AND 80% FOR SINGLE FAMILY DETACHED.
- THE MINIMUM BUILDING SETBACKS ARE ARTERIAL STREET SINGLE FAMILY DETACHED: 20' & ARTERIAL STREET SINGLE FAMILY ATTACHED: 30'; STRUCTURE: 10'; STREET FACING GARAGE FACE: 20'; NON STREET FACING GARAGE FACE: 10'; REAR SINGLE FAMILY DETACHED: 10' & REAR SINGLE FAMILY ATTACHED: 5'; SIDE 5'; BUILDING SEPARATION: 10' AND ACCESSORY BUILDING 5'.
- NOTWITHSTANDING THE FOREGOING, KOL INVESTMENTS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF MANDARINA HOLDINGS, LLC, (COLLECTIVELY WITH ANY SUCCESSORS OR ASSIGNS PURSUANT TO THE HEREINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNER"), HEREBY RESERVES AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED BY A COMMUNITY FACILITIES DISTRICT TO BE ESTABLISHED PURSUANT TO A DEVELOPMENT AGREEMENT AMONG SUCH DISTRICT, THE OWNER AND THE TOWN OF MARANA, ARIZONA. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT.) SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH AGREEMENT AND JUNE 30, 2030.
- A CONDITIONAL LETTER OF MAP REVISION (CLOMR) MUST BE ACCEPTED BY FEMA PRIOR TO RECORDED OF THIS FINAL BLOCK PLAT. IF THE LOMR (CASE #22-09-1156P) IS NOT ACCEPTED BY FEMA, THE ENGINEER OF RECORD SHALL PROVIDE THE REQUIREMENTS OF MARANA TOWN CODE 17-15-10 (E)(3).
- NO PHYSICAL IMPROVEMENTS SHALL BE CONSTRUCTED IN THE SUBDIVISION PRIOR TO THE EFFECTIVE DATE OF THE FEMA-APPROVED CLOMR. IF THE LOMR (CASE #22-09-1156P) IS NOT ACCEPTED BY FEMA, THE ENGINEER OF RECORD SHALL PROVIDE THE REQUIREMENTS OF MARANA TOWN CODE 17-15-10 (E)(3).
- THE TOWN WILL NOT ISSUE A PARTIAL RELEASE OF ASSURANCES OR A CERTIFICATE OF OCCUPANCY UNTIL THE EFFECTIVE DATE OF A FEMA-APPROVED LETTER OF MAP REVISION (LOMR). IF THE LOMR (CASE #22-09-1156P) IS NOT ACCEPTED BY FEMA, THE ENGINEER OF RECORD SHALL PROVIDE THE REQUIREMENTS OF MARANA TOWN CODE 17-15-10 (E)(3).
- LOMR CASE #22-09-1156P WAS ACCEPTED BY FEMA WITH REVISED MAPS BEING EFFECTIVE ON FEBRUARY 16, 2024, PLACING THIS FULL PLAT WITHIN ZONE X. MARANA TOWN CODE 17-15-10 (E)(3) SHALL BE CONSIDERED NO LONGER APPLICABLE TO THIS DEVELOPMENT.
- 44' TOTAL LOCAL STREET RIGHT OF WAY (22' 1/2 RIGHT OF WAY) APPROVED BY ENG2209-003. SEE APPROVED CROSS SECTION BY TOWN ON THIS SHEET.



VICINITY MAP

SCALE: 3"=1 MILE

SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

OWNER

LENNAR ARIZONA, LLC
7464 N. LA CHOLLA BOULEVARD
TUCSON, AZ 85741
TEL: ()
CONTACT: KEVIN TARBOX

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: BRIAN NICHOLLS, P.E.

SHEET INDEX

- | | |
|-------|---|
| 1 | COVER SHEET |
| 2 | INDEX MAP |
| 3 - 5 | PLAT PLAN SHEETS |
| 6 | LOT AREA TABLE, LINE DATA TABLE, CURVE DATA TABLE & TRACT USE TABLE |

TOWN OF MARANA CERTIFICATION

I, DAVID UDALL, 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 _____, 2024.

BY: _____
CLERK OF THE TOWN OF MARANA
DATE _____

TOWN OF MARANA APPROVALS

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

BY: _____
MARANA PLANNING MANAGER
DATE _____

BY: _____
MARANA WATER DIRECTOR
DATE _____

SURVEYOR CERTIFICATION

I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF OCTOBER, 2022; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: _____
ROBERT A. JOHNSTON, RLS 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

7-31-24
DATE

DATE OF PREPARATION: 11/15/22 (REVISED 8/08/24, 12/04/24, 1/31/24, 3/05/24, 6/27/24 & 7/31/24)

ENGINEER CERTIFICATION

I HEREBY CERTIFY THAT THE FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS AS SHOWN ON THIS PLAT WERE PREPARED UNDER MY DIRECTION.

BY: _____
BRIAN NICHOLLS
PE 54652

7-31-24
DATE

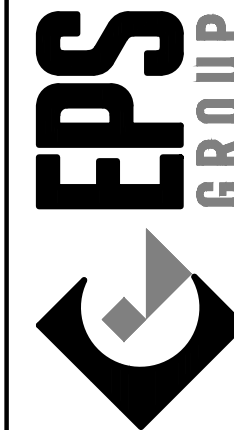
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

ADMINISTRATIVE ADDRESS
12350 N. ADONIS ROAD,
MARANA, ARIZONA 85658

PRV2211-002
PRV2210-001

Final Plat for
Mandarina - Phase 1B - Parcel C,
Lots 573-633 & 645-668 & Tracts A-I
BEING A RESUBDIVISION OF BLOCK 5 OF MANDARINA
BLOCKS 1-2, 4-5 & 8-13, AS RECORDED IN SEQUENCE
NUMBER 20233320095, P.C.R.
Being a portion of Section 36, T11S, R11E, G&SRM
Town of Marana, Pima County, Arizona

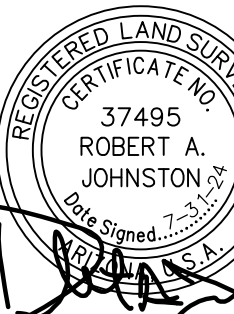
1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com



PRV2210-003
Mandarina - Phase 1B - Parcel C, Lots 573-633 & 645-668 & Tracts A-I, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona
FINAL PLAT

Revisions:	

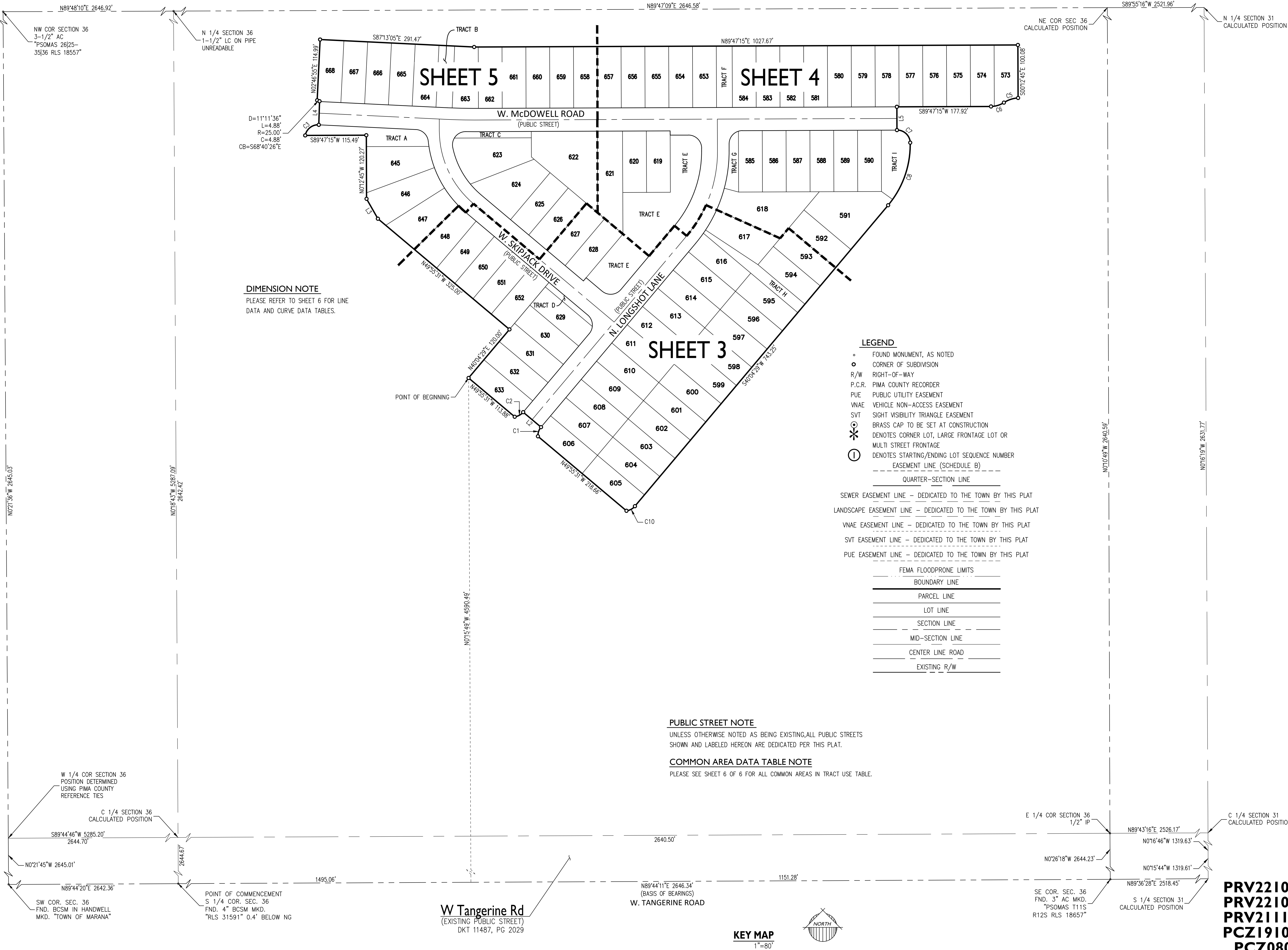
Designer: RAJ
Drawn by: TJF



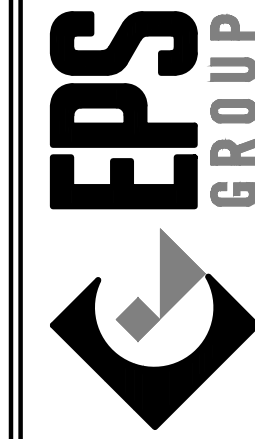
Job No.
20-0522
FP01
Sheet No.
1
of 6

Jul 31, 2024 11:09am S:\Projects\2020\20-0522\Land Survey\Draws\Final Plats\Phase 1B.1 - Parcel C.dwg 1B.1 - Parcel C.dwg

PRV2211-003



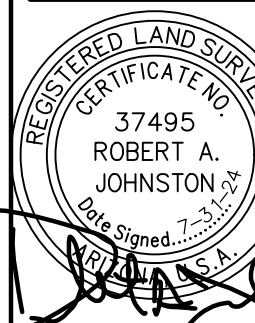
1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
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Phase 1B - Parcel C, Lots 573-633 & 645-668 & Tracts A-I, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

Revisions:	

Designer: RAJ
Drawn by: TJP



Job No. 20-0522
FP02
Sheet No. 2 of 6

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

Sequence Number: _____

Jul 31, 2024 11:08am S:\Projects\2020\20-0522\Land Survey\Draws\Final Plats\Phase 1B.1 - Parcel C\20-0522 Plot - 1B.1 - Parcel C.dwg

SIGHT VISIBILITY TRIANGLE NOTE

ALL SIGHT VISIBILITY TRIANGLES SHOWN HEREON THIS FINAL PLAT ARE PER TOWN OF MARANA TYPICAL SIGHT VISIBILITY TRIANGLES STANDARD DETAIL NO. 190-3.

PUBLIC STREET NOTE

UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL PUBLIC STREETS SHOWN AND LABELED HEREON ARE DEDICATED PER THIS PLAT.

COMMON AREA DATA TABLE NOTE

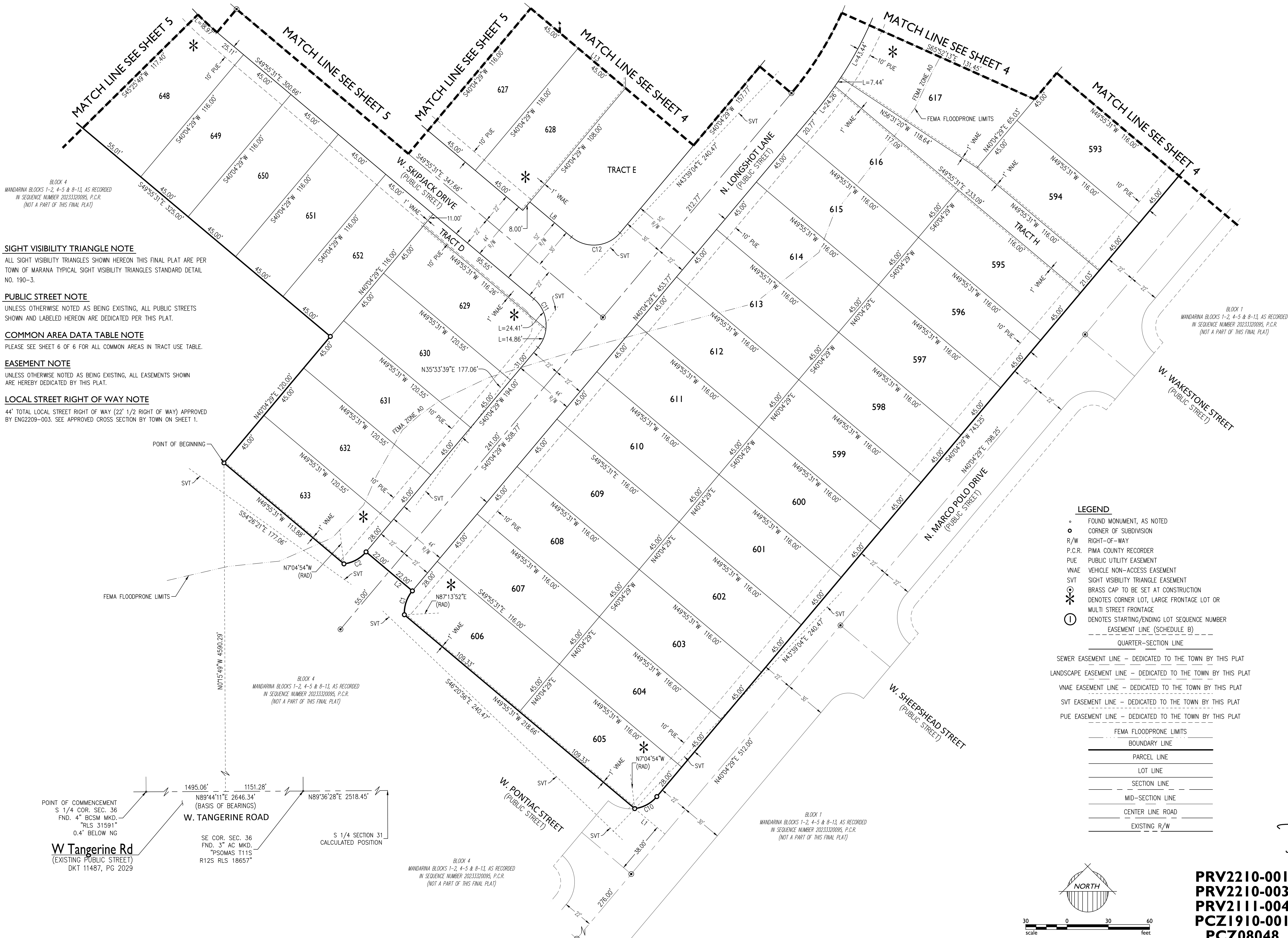
PLEASE SEE SHEET 6 OF 6 FOR ALL COMMON AREAS IN TRACT USE TABLE.

EASEMENT NOTE

UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL EASEMENTS SHOWN ARE HEREBY DEDICATED BY THIS PLAT.

LOCAL STREET RIGHT OF WAY NOTE

44' TOTAL LOCAL STREET RIGHT OF WAY (22' 1/2 RIGHT OF WAY) APPROVED BY ENG2209-003. SEE APPROVED CROSS SECTION BY TOWN ON SHEET 1.

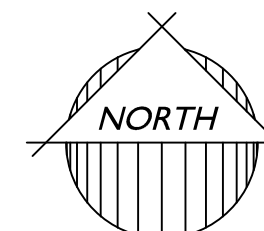


LEGEND

- FOUND MONUMENT, AS NOTED
- CORNER OF SUBDIVISION
- R/W RIGHT-OF-WAY
- P.C.R. PIMA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON-ACCESS EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE EASEMENT
- ⊙ BRASS CAP TO BE SET AT CONSTRUCTION
- * DENOTES CORNER LOT, LARGE FRONTAGE LOT OR MULTI STREET FRONTAGE
- ① DENOTES STARTING/ENDING LOT SEQUENCE NUMBER
- EASEMENT LINE (SCHEDULE B)
- QUARTER-SECTION LINE

SEWER EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT
LANDSCAPE EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT
VNAE EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT
SVT EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT
PUE EASEMENT LINE - DEDICATED TO THE TOWN BY THIS PLAT

- FEMA FLOODPRONE LIMITS
- BOUNDARY LINE
- PARCEL LINE
- LOT LINE
- SECTION LINE
- MID-SECTION LINE
- CENTER LINE ROAD
- EXISTING R/W

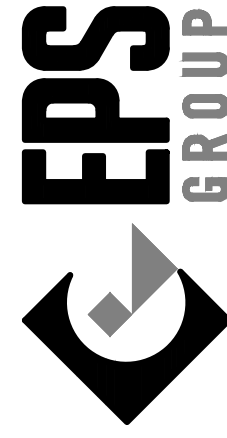


30 0 30 60
scale feet

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

Sequence Number: _____

1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
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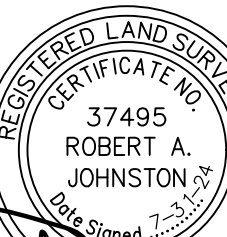
Mandarina - Phase 1B - Parcel C, Lots 573-633 & 645-668 & Tracts A-I, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

FINAL PLAT

Sequence Number: _____

Revisions:

Designer: RAJ
Drawn by: TJF



Job No.
20-0522
FP03
Sheet No.
3
of 6

PRV2211-003

Jul 31, 2024 11:08am S:\Projects\2020\20-0522\Land Survey\Draws\Final Plats\Phase 1B.1 - Parcel C\20-0522 Plot - 1B.1 - Parcel C.dwg

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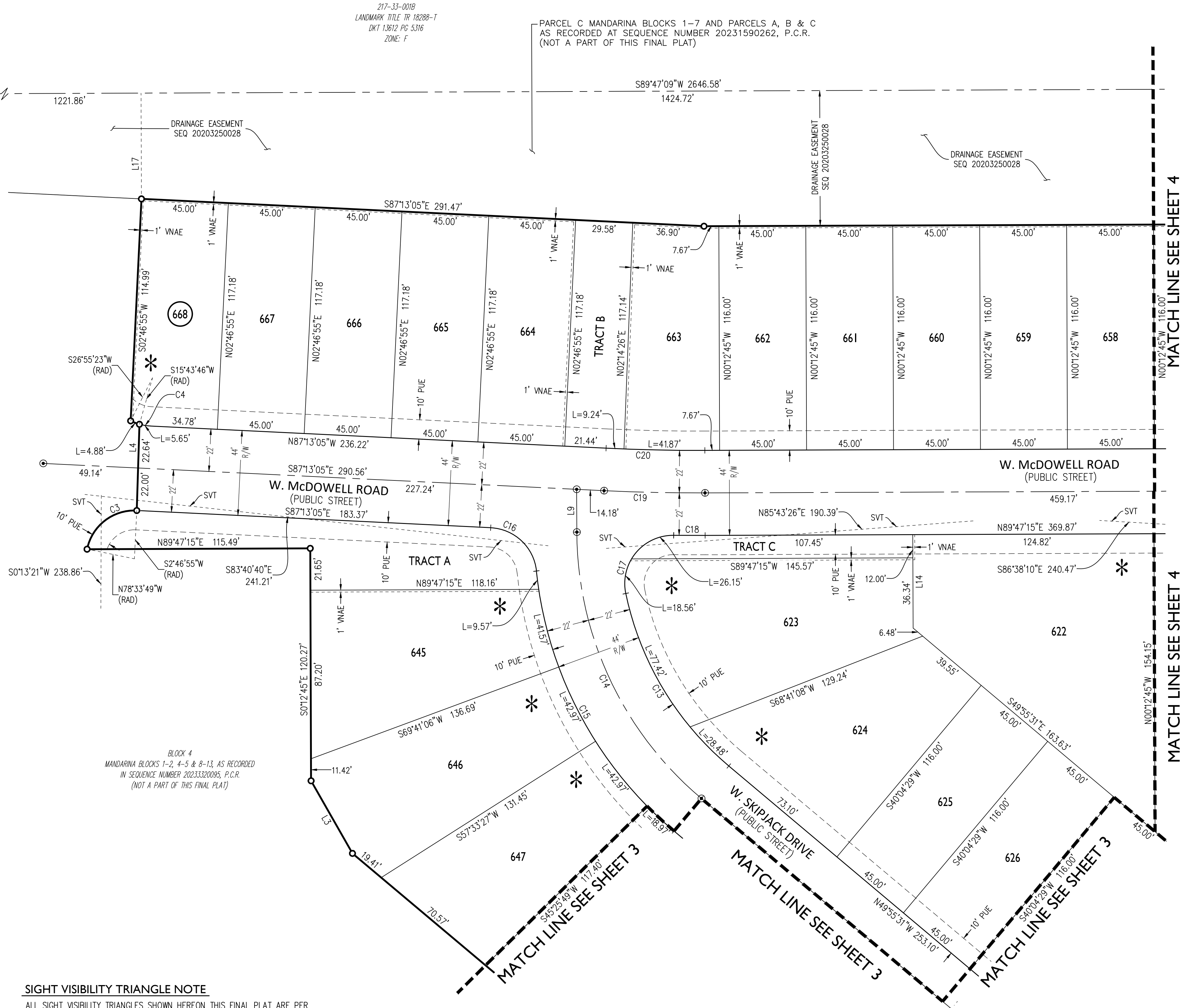
PRV2211-003

- LEGEND**
- FOUND MONUMENT, AS NOTED
 - CORNER OF SUBDIVISION
 - R/W RIGHT-OF-WAY
 - P.C.R. PIMA COUNTY RECORDER
 - PUE PUBLIC UTILITY EASEMENT
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- FEMA FLOODPRONE LIMITS
- BOUNDARY LINE
- PARCEL LINE
- LOT LINE
- SECTION LINE
- MID-SECTION LINE
- CENTER LINE ROAD
- EXISTING R/W

BLOCK 4
MANDARINA BLOCKS 1-2, 4-5 & 8-13, AS RECORDED
IN SEQUENCE NUMBER 20233320095, P.C.R.
(NOT A PART OF THIS FINAL PLAT)



SIGHT VISIBILITY TRIANGLE NOTE

ALL SIGHT VISIBILITY TRIANGLES SHOWN HEREON THIS FINAL PLAT ARE PER TOWN OF MARANA TYPICAL SIGHT VISIBILITY TRIANGLES STANDARD DETAIL NO. 190-3.

PUBLIC STREET NOTE

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COMMON AREA DATA TABLE NOTE

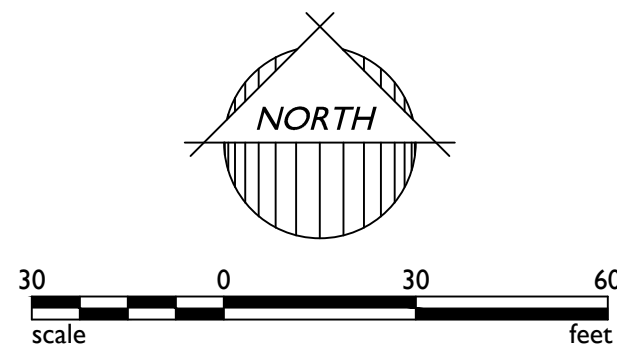
PLEASE SEE SHEET 6 OF 6 FOR ALL COMMON AREAS IN TRACT USE TABLE.

EASEMENT NOTE

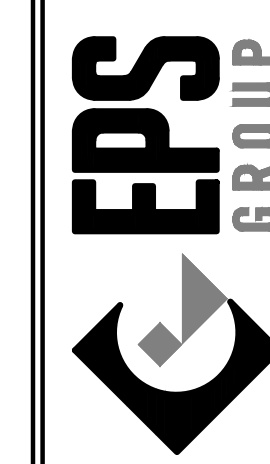
UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL EASEMENTS SHOWN ARE HEREBY DEDICATED BY THIS PLAT.

LOCAL STREET RIGHT OF WAY NOTE

44' TOTAL LOCAL STREET RIGHT OF WAY (22' 1/2 RIGHT OF WAY) APPROVED BY ENG2209-003. SEE APPROVED CROSS SECTION BY TOWN ON SHEET 1.



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Phase 1B - Parcel C, Lots 573-633 & 645-668 & Tracts A-I, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

Revisions:

Designer: RAJ
Drawn by: TJF



Job No.
20-0522
FP05
Sheet No.
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of 6

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

Sequence Number: _____

Sequence Number: _____

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	18.69'	25.00'	42°50'37"	18.26'	S18°39'10"W
C2	18.69'	25.00'	42°50'37"	18.26'	N61°29'47"E
C3	35.49'	25.00'	81°20'44"	32.59'	S52°06'33"W
C4	10.53'	25.00'	24°08'28"	10.46'	S75°08'51"E
C5	28.54'	55.00'	29°44'06"	28.22'	S71°47'42"W
C6	25.81'	45.00'	32°51'36"	25.46'	N73°21'27"E
C7	38.12'	25.00'	87°21'19"	34.53'	S46°32'06"E
C8	128.24'	178.00'	41°16'42"	125.48'	N19°26'08"E
C9	140.63'	200.00'	40°17'14"	137.75'	N19°55'52"E
C10	18.69'	25.00'	42°50'37"	18.26'	N61°29'47"E
C11	39.27'	25.00'	90°00'00"	35.36'	N04°55'31"W
C12	39.27'	25.00'	90°00'00"	35.36'	S85°04'29"W
C13	105.90'	159.00'	38°09'38"	103.95'	S30°50'42"E
C14	157.04'	181.00'	49°42'46"	152.17'	S25°04'08"E
C15	156.04'	203.00'	44°02'34"	152.23'	S27°54'14"E
C16	35.49'	25.00'	81°20'08"	32.58'	S46°33'01"E
C17	44.71'	25.00'	102°27'56"	38.98'	S39°28'04"W
C18	16.29'	1022.00'	0°54'47"	16.29'	S89°45'21"E
C19	52.26'	1000.00'	2°59'40"	52.26'	S88°42'55"E
C20	51.11'	978.00'	2°59'40"	51.11'	S88°42'55"E
C21	39.27'	25.00'	90°00'00"	35.36'	S45°12'45"E
C22	39.27'	25.00'	90°00'00"	35.36'	S44°47'15"W
C23	189.85'	270.00'	40°17'14"	185.96'	N19°55'52"E
C24	174.38'	248.00'	40°17'14"	170.81'	N19°55'52"E
C25	153.29'	218.00'	40°17'14"	150.15'	S19°55'52"W

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
573	4,819	0.1106
574	5,219	0.1198
575	5,220	0.1198
576	5,220	0.1198
577	5,220	0.1198
578	5,220	0.1198
579	5,220	0.1198
580	5,220	0.1198
581	5,220	0.1198
582	5,220	0.1198
583	5,220	0.1198
584	5,220	0.1198
585	5,217	0.1198
586	5,220	0.1198
587	5,220	0.1198
588	5,220	0.1198
589	5,220	0.1198
590	5,220	0.1198
591	10,655	0.2446
592	5,220	0.1198
593	5,220	0.1198
594	5,220	0.1198
595	5,220	0.1198
596	5,220	0.1198
597	5,220	0.1198
598	5,220	0.1198
599	5,220	0.1198
600	5,220	0.1198
601	5,220	0.1198
602	5,220	0.1198
603	5,220	0.1198
604	5,220	0.1198
605	5,184	0.1190
606	5,184	0.1190
607	5,220	0.1198
608	5,220	0.1198
609	5,220	0.1198
610	5,220	0.1198
611	5,220	0.1198
612	5,220	0.1198
613	5,220	0.1198
614	5,220	0.1198
615	5,220	0.1198

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
616	5,229	0.1200
617	6,649	0.1526
618	10,401	0.2388
619	5,220	0.1198
620	5,220	0.1198
621	8,297	0.1905
622	12,637	0.2901
623	9,467	0.2173
624	8,231	0.1890
625	5,220	0.1198
626	5,220	0.1198
627	5,220	0.1198
628	5,220	0.1198
629	5,405	0.1241
630	5,425	0.1245
631	5,425	0.1245
632	5,425	0.1245
633	5,389	0.1237
645	7,944	0.1824
646	7,924	0.1819
647	6,895	0.1583
648	5,757	0.1322
649	5,220	0.1198
650	5,220	0.1198
651	5,220	0.1198
652	5,220	0.1198
653	5,220	0.1198
654	5,220	0.1198
655	5,220	0.1198
656	5,220	0.1198
657	5,220	0.1198
658	5,220	0.1198
659	5,220	0.1198
660	5,220	0.1198
661	5,220	0.1198
662	5,220	0.1198
663	5,485	0.1259
664	5,273	0.1211
665	5,273	0.1211
666	5,273	0.1211
667	5,273	0.1211
668	5,266	0.1209

LINE TABLE		
LINE	BEARING	LENGTH
L1	S49°55'31"E	28.67'
L2	S49°55'31"E	44.00'
L3	S29°41'20"E	43.24'
L4	S01°46'26"W	44.64'
L5	S00°12'45"E	44.00'
L6	S00°12'45"E	48.93'
L7	N54°23'27"W	25.80'
L8	N49°55'31"W	39.55'
L9	S00°12'45"E	22.14'
L10	N89°47'15"E	34.30'
L11	S00°12'45"E	5.23'
L12	N00°12'45"W	13.23'
L13	S49°55'31"E	62.40'
L14	S00°12'45"E	48.34'
L15	S75°05'19"E	28.06'
L16	S30°09'26"E	64.08'
L17	N00°12'51"W	54.73'

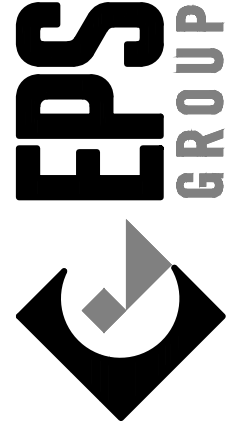
TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
A	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT.	5,814	0.1335
B	LANDSCAPE, OPEN SPACE & ** PUBLIC UTILITY EASEMENT.	3,531	0.0811
C	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT.	1,674	0.0384
D	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT.	1,211	0.0278
E	LANDSCAPE, OPEN SPACE & ** SIGHT VISIBILITY TRIANGLE EASEMENT.	23,402	0.5372
F	LANDSCAPE, OPEN SPACE, DRAINAGE & ** PUBLIC UTILITY EASEMENT.	3,480	0.0799
G	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT.	2,113	0.0485
H	LANDSCAPE, OPEN SPACE & ** PUBLIC UTILITY EASEMENT.	4,112	0.0944
I	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT.	5,744	0.1319

NOTES

1. COMMON AREAS (TRACTS) MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS, AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON SHEETS 3 THROUGH 5.

** THE EASEMENTS LISTED ABOVE (SHOWN WITH AN ASTERIK **) ONLY AFFECT A PORTION OF THE TRACT WITH WHICH THEY ARE LISTED, AND ARE FULLY DELINEATED WITHIN THE PLAT. OTHER "USES" LISTED ABOVE ARE COMMON AREA (TRACT).

1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com



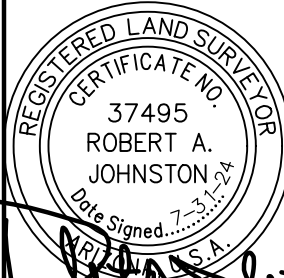
PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

Sequence Number: _____

Revisions:

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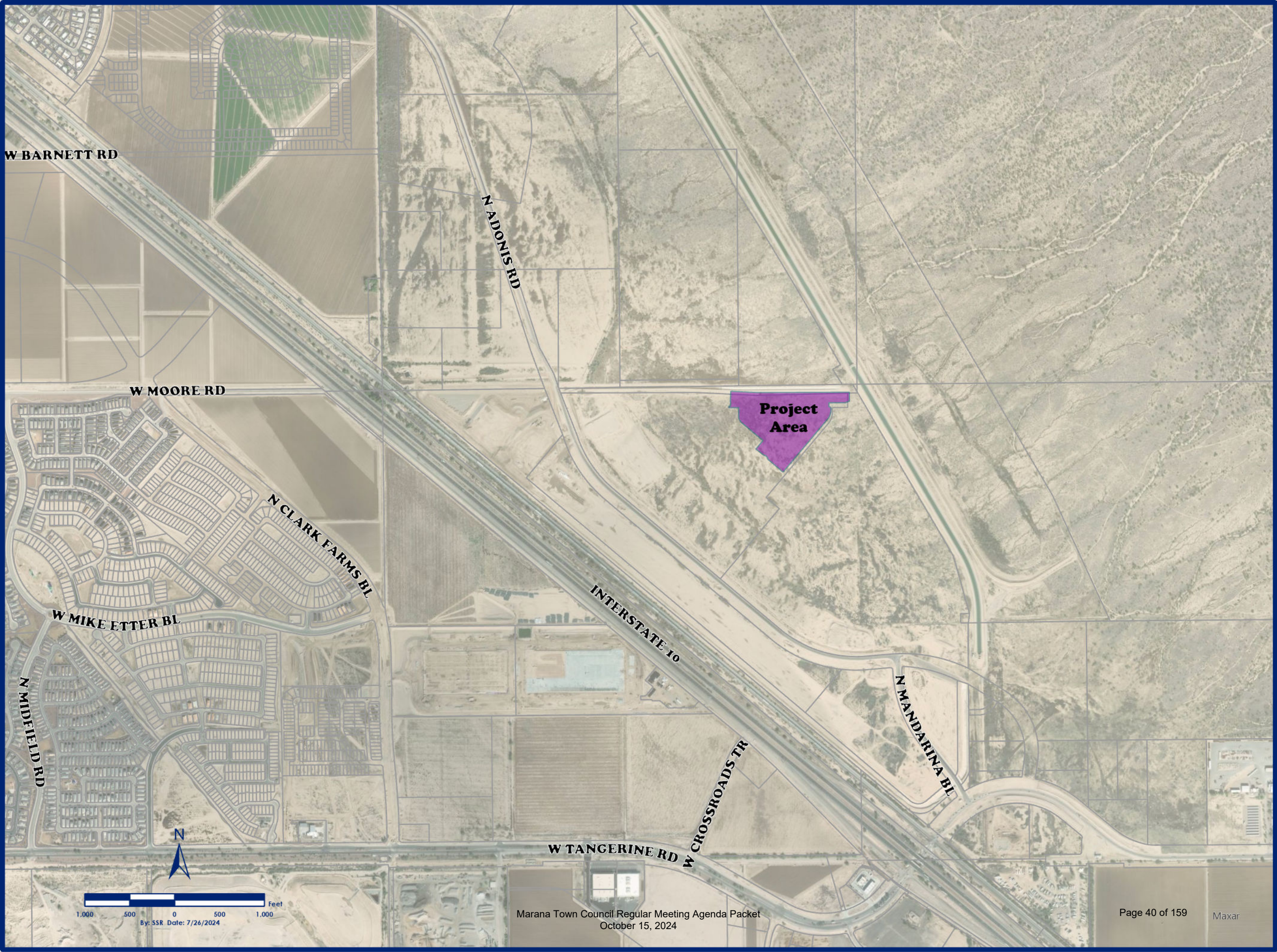
Designer: RAJ
Drawn by: TJF


Robert A. Johnston

Job No.
20-0522

FP06

Sheet No.
6
of 6



W BARNETT RD

N ADONIS RD

W MOORE RD

**Project
Area**

N CLARK FARMS BL

W MIKE ETTER BL

N MIDFIELD RD

INTERSTATE 10

N MANDARINA BL

W CROSSROADS TR

W TANGERINE RD



By: SSR Date: 7/26/2024



Development Services / maranaplanning@maranaAZ.gov

11555 West Civic Center Drive / Marana, AZ 85653

Ph (520) 382-2600 / Fax (520) 382-2641 / maranaAZ.gov

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Mandarinina Phase 1B.1 - Parcel C

Description of Project: Mandarinina Phase 1B.1 - Parcel C Final Plat

Number of Lots: 85

Parcel No.(s): 21755011D, 21755011G, 21755011H

Gross Area (Acres): 14.62

Project Address: Northwest of Adonis Road and Mandarinina Road

Ref. Project No.: ENG2209-035, 036, 037, 038, DRA2209-004

CONTACT INFORMATION

Owner: Mandarinina Holdings LLC

Contact Name: Hudd Hassell

Address: 1635 N Greenfield Road, #115

City: Mesa

State: AZ

Zip: 85205

Email: hudd@belaflo.com

Phone No.: (602) 525-0000

Applicant: EPS Group, Inc.

Contact Name: Meikle Garrett

Address: 1130 N Alma School Road, #120

City: Mesa

State: AZ

Zip: 85201

Email: meikle.garrett@epsgroupinc.com

Phone No.: (480) 355-0628

Consultant/Engineer: EPS Group, Inc.

Contact Name: Brian Nicholls

Address: 1130 N Alma School Road, #120

City: Mesa

State: AZ

Zip: 85201

Email: brian.nicholls@epsgroupinc.com

Phone No.: (480) 355-1537

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.)

G. Meikle Garrett

11/16/2022

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No. _____

Date Received _____



Council-Regular Meeting

C5

Meeting Date: 10/15/2024

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Jeffrey Pridgett, Police Chief

Date: October 15, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2024-094: Relating to the Police Department; approving and authorizing the police chief to execute an intergovernmental agreement by and between the parties that form the Arizona Strike Force regarding the mission and operation of the Arizona Strike Force (Chief Jeff Pridgett)

Discussion:

The Organized Crime Drug Enforcement Task Forces (OCDETF) Arizona Strike Force (ASF)'s Mission is to bring together federal, state, and local law enforcement agencies to act jointly in reducing illegal drugs and violent crime by targeting, disrupting, dismantling, and prosecuting high level transnational criminal organizations. By signing this agreement, Marana Police Department will join Pima County, Maricopa County, the City of Scottsdale and federal agencies to participate in ASF. This Agreement outlines the mission of ASF and operation of ASF. There is no term for this agreement so it will stay in effect until the parties execute a new or revised agreement or, alternatively, when the OCDETF disbands or the agreement is rescinded in writing.

Financial Impact:

Fiscal Year:

Budgeted Y/N:

Amount: \$

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2024-094 approving and authorizing the police chief to execute an intergovernmental agreement by and between the parties that form the Arizona Strike Force regarding the mission and operation of the Arizona Strike Force.

Attachments

Resolution No. 2024-094

Exhibit A to Resolution - AZ Strike Force MOU

MARANA RESOLUTION NO. 2024-094

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE POLICE CHIEF TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE PARTIES THAT FORM THE ARIZONA STRIKE FORCE REGARDING THE MISSION AND OPERATION OF THE ARIZONA STRIKE FORCE

WHEREAS the Town of Marana recognizes its duty to protect its citizens by working to reduce crime associated with transnational criminal networks; and

WHEREAS the Marana Police Department seeks to work with Pima County, Maricopa County, the City of Scottsdale and federal agencies and participate in the Organized Crime Drug Enforcement Task Forces (OCDEF) Arizona Strike Force (ASF); and

WHEREAS the ASF's Mission is to bring together federal, state, and local law enforcement agencies to act jointly in reducing illegal drugs and violent crime by targeting, disrupting, dismantling, and prosecuting high level transnational criminal organizations; and

WHEREAS public agencies may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.; and

WHEREAS the Mayor and Council find that the Marana Police Department's participation in the ASF is in the best interests of the Town and its citizens.

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

SECTION 1. The Town Council hereby approves the intergovernmental agreement by and between the parties that form the ASF, in substantially the form attached to and incorporated by this reference in this Resolution as Exhibit A, and the Police Chief is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

SECTION 2. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF
MARANA, ARIZONA, this 15th day of October, 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

MEMORANDUM OF UNDERSTANDING

OCDETF ARIZONA STRIKE FORCE DISTRICT OF ARIZONA

The parties hereto agree to participate in the Organized Crime Drug Enforcement Task Forces (“OCDETF”) Arizona Strike Force (referred to throughout as “Arizona Strike Force”). The purpose of this Memorandum of Understanding (“MOU”) is to outline the mission of the Arizona Strike Force and to establish the terms under which it will operate.

INTRODUCTION

The OCDETF Program is built on four pillars: priority targeting, prosecution and investigative coordination, information and intelligence sharing, and directed resourcing. These pillars support three essential elements required of any OCDETF investigation, operation, prosecution, or Strike Force—OCDETF activities must be prosecutor-led, intelligence-driven, and multi-agency.¹ The goal of the OCDETF Co-located Strike Force Initiative is to bring together federal, state, and local law enforcement in a co-located setting to foster communication and collaboration, maximize combined efforts, and more efficiently and effectively advance the OCDETF mission to disrupt and dismantle the command-and-control elements of transnational criminal networks.

The OCDETF Co-located Strike Force Initiative provides for the establishment of permanent multi-agency teams that work side-by-side in the same office space where they work together on intelligence-driven, multi-jurisdictional operations against a continuum of priority targets. These prosecutor-led co-located Strike Forces capitalize on the synergy created through the long-term relationships forged by agents, analysts, and prosecutors who remain together over time. They epitomize the OCDETF model that has proven most effective in combating organized crime.

Article I. BACKGROUND

The District of Arizona includes over seven million residents and encompasses 370 miles of the United States-Mexico border, ten United States Ports of Entry, 185 public and private airports, 22 federally recognized Tribes, and 91 incorporated cities and towns. Given the District’s proximity to Mexico, the transnational criminal activity within the District of Arizona makes it one of the most active federal districts in the United States where the largest and most sophisticated Mexico-based transnational criminal organizations (“TCOs”) operate. In 2022, over 17,000 pounds of methamphetamine and 5,000 pounds of fentanyl were seized near the

¹ Oversight and coordination of investigative and prosecution operations does not implicate tactical control or authority. Tactical control and authority rests with the law enforcement group supervisors who are in day-to-day direct command of their enforcement groups. Examples of tactical matters include, but are not limited to, daily investigative strategy, investigative report writing, evidence collection and handling, managing surveillance, the logistics of meeting or signing cooperating witnesses, or when and how to serve search or arrest warrants.

District of Arizona's Southwest Border.² These TCOs also use the Phoenix, Tucson, and Yuma metropolitan areas to distribute drugs to other TCOs throughout the United States. Yet in addition to drug trafficking, these TCOs' activities also including money laundering, human trafficking, weapons trafficking, computer crimes, and violent crime. Federal, state, and local law enforcement agencies in the District of Arizona hope to combine their resources to disrupt these organized criminal groups. The parties to this MOU agree that the unique investigative capability of an OCDETF Strike Force based in Arizona will serve the needs of both the District of Arizona and the United States.

Article II. MISSION

The mission of the Arizona OCDETF Strike Force is to bring together federal, state, and local law enforcement agencies to act jointly in reducing illegal drugs and violent crime by targeting, disrupting, dismantling, and prosecuting high level transnational criminal organizations utilizing the criminal and civil justice systems of the United States and when necessary competent state and foreign partner jurisdictions. The state and local partnership will include, Task Force officers contributing their unique understanding of local targets, problematic neighborhoods, gang-affiliated individuals, violent individuals, and loosely affiliated criminal networks and enterprises, to conduct complex, multi-jurisdictional investigations targeting the most significant offenders, as well as conducting local impact cases targeting specific high-trafficking and high-violence areas.

The Arizona Strike Force will also coordinate efforts and intelligence sharing with the state and local partner law enforcement agencies and work closely with the local communities directly impacted by narcotics trafficking, money laundering, gang activities, human smuggling, human trafficking, firearms dealing, and violent conduct.

The Arizona Strike Force will also target organizations responsible for the distribution of controlled substances, human smuggling, human trafficking, and weapons and munitions trafficking, specifically targeting those organizations most responsible for the transportation and distribution of opioids and their analogues, as well as the gangs and transnational criminal organizations supporting these illegal activities. Consistent with OCDETF's Program and Strike Force Guidelines, the overarching mission of the OCDETF Strike Forces is to build prosecutable OCDETF cases against criminal networks posing priority TOC threats to the United States and in the OCDETF Strike Forces' area of responsibility, regardless of the nature of the criminal conduct they commit, to include emerging TOC threats not specified in this document or known at the time it was established.

A. Each Enforcement Groups' Mission.

DEA Group 21 Phoenix

² <https://www.cbp.gov/newsroom/stats/drug-seizure-statistics>

The mission of the Drug Enforcement Administration (DEA) Phoenix Field Office Group 21 is to enforce the controlled substances laws and regulations of the United States and bring to the criminal and civil justice system of the United States, or any other competent jurisdiction, those organizations and principal members of organizations, involved in the manufacture and distribution of controlled substances in the United States and laundering of the proceeds generated from those offenses while focusing on the geographical area within central and northern Arizona. Additionally, DEA Phoenix Field Group 21 seeks to enforce the controlled substance laws and regulations of the United States against the most significant drug trafficking and TCOs. This enforcement will be conducted through the use of confidential source information and undercover investigations targeting TCOs.

As part of the Arizona Strike Force and this enforcement group the Scottsdale Police Department and Maricopa County Sheriff's Office task force officers will also target organizations responsible for the distribution of controlled substances and laundering of criminal proceeds operating out of the greater Phoenix metropolitan area.

The mission of the IRS as part of the Arizona Strike Force and this enforcement group is to target emerging narcotics related financial schemes, including schemes involving newly developed money laundering techniques through cryptocurrencies and other Dark Web resources. The IRS will maintain support for the National Drug Control and Money Laundering Strategies through the allocation of resources to OCDETF investigations to dismantle and disrupt major drug trafficking/money laundering organizations operating in central and northern Arizona and surrounding areas in order to forfeit their illegal profits.

DEA Group 22 Phoenix

The mission of the Drug Enforcement Administration (DEA) Phoenix Field Office Group 22 is to enforce the controlled substances laws and regulations of the United States and bring to the criminal and civil justice system of the United States, or any other competent jurisdiction, those organizations and principal members of organizations, involved in the manufacture and distribution of controlled substances in the United States and laundering of the proceeds generated from those offenses while focusing on the geographical area within central and northern Arizona. Additionally, DEA Phoenix Field Group 22 seeks to enforce the controlled substance laws and regulations of the United States against the most significant drug trafficking and TCOs. This enforcement will be conducted using confidential source information and undercover investigations targeting TCOs.

FBI Group 1 Phoenix

The mission of FBI Group 1 Phoenix is to target transnational organized groups or criminal organizations which are involved in the trafficking of large quantities of controlled substances, whose organizational influence crosses state and local jurisdictional boundaries and whose mode of operations involves conspiratorial relationships, often including violence. A special emphasis is placed on dismantling those groups using complex money laundering techniques and conspiratorial relationships as a means of furthering their illegal activities,

including their distribution of controlled substances from the Phoenix Metropolitan Area to other states.

The United States Postal Inspection Service (USPIS) assists in many of the FBI Group 1 Phoenix investigations to identify and conduct criminal investigations against trafficking organizations using the U.S. mail to transport, provide, deliver, and receive illegal narcotics, including methamphetamine, cocaine, heroin, fentanyl, and related analogues. The USPIS will continue aggressive interdiction efforts in central and northern Arizona, to disrupt the international importation of fentanyl, its analogues, and other synthetic opioids and the disruption of domestic distribution of fentanyl and other controlled substances, as well as the repatriation of drug proceeds to out-of-state and international suppliers.

U.S. Immigration and Customs Enforcement, Enforcement and Removal Operations assists through its use of uniquely available resources at international borders to apprehend OCDETF fugitives and identify international movement of controlled substance and bulk cash smuggling targets.

Additionally, FBI Group 1 Phoenix enforcement group is being assisted by the Arizona Army National Guard and the Pinal County Sheriff's Office to target organizations responsible for the distribution of controlled substances and laundering of the proceeds from those offenses in central and northern Arizona.

HSI Group 1 Phoenix

The mission of Homeland Security Investigations (HSI) as part of the Arizona Strike Force is to leverage the task force resources to identify and conduct criminal investigations against international drug trafficking organizations that have a clear a nexus to United States borders and are operating in the Phoenix, Arizona, area. This HSI Strike Force group will also pursue international drug smuggling using darknet marketplaces and cryptocurrency. In furtherance of this mission, HSI cooperates and shares intelligence with other agencies in the Strike Force and relies on the authorities and resources of HSI and the U.S. Department of Homeland Security, as well as the expertise of its international partners, to seize and forfeit illegal assets that are generated by these trafficking organizations in central and northern Arizona.

DEA Group 43 Tucson

The mission of the Drug Enforcement Administration (DEA) Tucson Field Office Group 23 is to enforce the controlled substances laws and regulations of the United States and bring to the criminal and civil justice system of the United States, or any other competent jurisdiction, those organizations and principal members of organizations, involved in the manufacture and distribution of controlled substances in the United States and laundering of the proceeds generated from those offenses while focusing on the geographical area within southern Arizona. Additionally, DEA Phoenix Field Group 22 seeks to enforce the controlled substance laws and regulations of the United States against the most significant drug trafficking and TCOs operating

in the southern portion of the District of Arizona. This enforcement will be conducted using confidential source information and undercover investigations targeting TCOs.

The Border Patrol and ICE components as part of the Arizona Strike Force and this enforcement group will assist in identifying and supporting criminal investigations against trafficking organizations that utilize the United States borders to transport drugs, illicit proceeds, and firearms into and through southern Arizona.

The mission of the IRS as part of the Arizona Strike Force and this enforcement group is to target emerging narcotics related financial schemes, including schemes involving newly developed money laundering techniques through cryptocurrencies and other Dark Web resources. The IRS will maintain support for the National Drug Control and Money Laundering Strategies through the allocation of resources to OCDETF investigations to dismantle and disrupt major drug trafficking/money laundering organizations operating in southern Arizona and surrounding areas in order to forfeit their illegal profits.

FBI Group 1 Tucson

The mission of the FBI as part of the Arizona Strike Force and this enforcement group is to target organized groups or criminal organizations which are involved in the trafficking of large quantities of drugs, whose organizational influence crosses state and/or local jurisdictional boundaries and whose mode of operations involves conspiratorial relationships, often including violence in southern Arizona.

As part of the Arizona Strike Force and this enforcement group, the USPIS will identify and conduct criminal investigations against trafficking organizations using the U.S. mail to transport, provide, deliver and receive illegal narcotics, including heroin, fentanyl, and related analogues. The USPIS will continue aggressive interdiction efforts in southern Arizona to disrupt the international import of fentanyl, its analogues, and other synthetic opioids and the disruption of domestic distribution of fentanyl and other controlled substances, as well as the repatriation of drug proceeds to out-of-state and international suppliers.

As part of this enforcement group, Customs and Border Protection (CBP) will use uniquely available resources at international borders in southern Arizona to assist in the apprehension of OCDETF fugitives as well as identify international movement of drug and bulk cash smuggling targets in southern Arizona.

Additionally, FBI Group 1 Tucson enforcement group is being assisted by the Arizona Department of Public Safety, the Arizona Army National Guard, and the Pima County Sheriff's Office to target organizations responsible for the distribution of controlled substances and laundering of the proceeds from those offenses in southern Arizona.

HSI Group 1 Tucson

The mission of Homeland Security Investigations (HSI) as part of the Arizona Strike Force and this enforcement group is to identify and conduct criminal investigations against

international drug trafficking organizations that have a clear a nexus to United States borders and that are operating in southern Arizona. This HSI group will also pursue border interdiction of fentanyl, its analogues, and other synthetic opioids originating from China and other illicit international distributors. In furtherance of this mission, HSI cooperates and shares intelligence with task forces operating in neighboring states and relies on the authorities and resources of HSI and the U.S. Department of Homeland Security, as well as the expertise of its international partners, to seize and forfeit illegal assets that allow these trafficking organizations to survive. HSI will also identify and conduct criminal investigations into transnational criminal organizations that may be directing firearms purchases from federally licensed firearms dealers or individuals in the secondary firearm markets, that intend to export said firearms and ammunition from the United States to support their criminal enterprises.

US Marshals Service (USMS)

The primary objective of the USMS role in OCDETF is to reduce the number of OCDETF fugitives. USMS personnel assigned to the Arizona Strike Forces will provide investigative assistance on Arizona Strike Force targets for the purpose of eventual apprehension. USMS involvement in the pre-indictment stages of investigation is a best practice that increases the likelihood of eventual physical arrests. The USMS will investigate existing OCDETF fugitives for apprehension. The USMS may assist with other aspects of Arizona Strike Force operations enhanced by the expertise of the USMS.

ATF Contributions

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), in conjunction with the Arizona Strike Force, when resources allow, will assist in identifying and conducting criminal investigations of firearms dealers and traffickers who support related transnational drug trafficking organizations, violent gangs, and other groups engaged in criminal activities. The ATF will target those who traffic in unlicensed and stolen firearms, as well as those related targets who traffic in or provide firearms to prohibited persons engaged in narcotics trafficking and other criminal activities throughout the District of Arizona.

B. To accomplish this mission the OCDETF Arizona Strike Force shall:

1. Maintain and foster an ethos and culture based on the overriding principle of success through collaboration and cooperation using the prosecutor-led, intelligence-driven, multi-agency OCDETF model;
2. Initiate investigations targeting the command and control and support elements of TCOs regardless of their geographic base of operations;
3. Identify, interdict, and seize illicit proceeds being transported and laundered by the TCOs, regardless of their geographic base of operations, and identify, seize, and forfeit their criminally derived assets;
4. Locate and apprehend members of the TCOs locally and abroad;

5. Prosecute, in the District of Arizona and elsewhere, the command and control and support elements of the TCOs and their networks across the supply chain, including cases that begin with deaths resulting from drug poisonings or overdoses;

6. Follow OCDETF Program Guidelines and OCDETF Co-located Strike Force Initiative Guidelines, and pursue OCDETF case designations for federal prosecution, though cases may be presented for non-OCDETF federal prosecution or local prosecution, if appropriate;

7. Work collaboratively with other OCDETF Strike Forces and the OCDETF Executive Office; and

8. Work in a complementary role with the Arizona HIDTA.

Article III. LOCATION

A. The OCDETF Arizona Strike Force will be located at the Drug Enforcement Administration (DEA) Division Office: 3439 E. University Drive, Phoenix, Arizona and DEA District Office: 6970 S. Palo Verde Road, Tucson, Arizona. The participating agencies will be co-located at these addresses to the extent practicable. The management, maintenance and operation of the site are the responsibility of DEA.

B. Any decision by the Operations Committee or Executive Committee to re-locate the OCDETF Arizona Strike Force shall be done in consultation with, and require the approval of, the participating agencies.

C. Each participating agency is responsible for costs it incurs as a result of re-location.

Article IV. AUTHORITIES

A. Authority for the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) to enter into this agreement may be found at 28 U.S.C. § 599A, 31 U.S.C. § 6305, and 28 C.F.R. § 0.130.

B. Authority for the Drug Enforcement Administration (DEA) to enter into this agreement may be found at 21 U.S.C. § 873 and 28 C.F.R. § 0.100.

C. Authority for the Federal Bureau of Investigation (FBI) to enter into this agreement may be found at 28 U.S.C. § 533, 42 U.S.C. § 3771, and 28 C.F.R. § 0.85.

D. Authority for the Department of Homeland Security, Homeland Security Investigations (HSI), to enter into this agreement may be found under the Homeland Security Act of 2002 (codified in Title 6 of the United States Code) and 19 U.S.C. § 1589a.

E. Authority for the Internal Revenue Service, Criminal Investigations (IRS-CI) to enter into this agreement may be found under Secretary of the Treasury's authority to investigate

money laundering operations pursuant to 18 U.S.C. §§ 981, 1956(e), and 1957(e). The Secretary has delegated that authority to the Commissioner of Internal Revenue where the underlying conduct is subject to investigation under the Internal Revenue Code or the Bank Secrecy Act, as amended, 31 U.S.C. §§ 5311-5328.

F. Authority for the United States Marshals Service (USMS) to enter into this agreement may be found at 28 U.S.C. §§ 564 and 566(e)(1)(B).

G. Authority for the United States Postal Service, United States Postal Inspection Service (USPIS) to enter into this agreement may be found at 18 USC § 3061.

Article V. GOVERNANCE STRUCTURE

Participating Strike Force Partners

A. The Arizona Strike Force will consist of the United States Attorney's Office (USAO) for the District of Arizona and the following federal agencies that shall assign personnel to the Arizona Strike Force:

1. Customs and Border Protection (CBP)
2. Department of Homeland Security, Homeland Security Investigations (HSI).
3. Drug Enforcement Administration (DEA).
4. Federal Bureau of Investigation (FBI).
5. Internal Revenue Service, Criminal Investigations (IRS-CI).
6. United States Marshals Service (USMS).
7. United States Postal Service, United States Postal Inspection Service (USPIS).

In the future, the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) may agree to assign personnel to the Arizona Strike Force.

B. In addition, state and local law enforcement agencies may agree to assign personnel to the Arizona Strike Force, including but not limited to,

1. Arizona Army National Guard.
2. Marana Police Department (MPD).
3. Maricopa County Sheriff's Office (MCSO).
4. Pima County Sheriff's Office (PCSO).
5. Scottsdale Police Department (SPD).

C. All agencies that participate in the Arizona Strike Force agree to assign experienced officers and agents to the Strike Force. During their period of assignment, investigators and analysts will be under the direct control of their assigned Arizona Strike Force Supervisors.

D. The Arizona Strike Force Executive Committee (Executive Committee), in consultation with the OCDETF Executive Office, may, by a majority vote of its members, and

written concurrence of the OCDETF Director, admit new federal, state, or local agencies as participating agencies in the Arizona Strike Force. Prior to admission, any new participating agency shall sign and agree to the terms of this Memorandum of Understanding (MOU) through a written addendum.

E. This MOU shall be reviewed by the Arizona Strike Force Executive Committee every year at its annual meeting. Further, addendums to the MOU, consistent with the OCDETF Co-located Strike Force Initiative Guidelines, if any, will be incorporated into the MOU.

Arizona Strike Force Structure and Leadership

Strike Force Investigative and Enforcement Groups

A. The Arizona Strike Force will consist of two Strike Force Investigative Groups, one based in Phoenix, Arizona and the other in Tucson, Arizona. Each Strike Force Investigative Group is divided into Strike Force Enforcement Groups. Each of these Strike Force Enforcement Groups will co-locate and comingle investigators and analysts from various federal and local agencies, as described above. The Operations Manager (as further described below) of the Arizona Strike Force will supervise the Strike Force Investigative Groups. The supervisors of the Strike Force Enforcement Groups will report to the Operations Committee of the Arizona Strike Force (“Operations Committee”) (as further described below). The Operations Committee will report to the Executive Committee.

B. The DEA, FBI and HSI will each assign an Assistant Special Agent in Charge (ASAC) to serve on the Operations Committee.

C. There will be two Lead Strike Force Attorneys, one assigned to the Phoenix-based Strike Force Investigative Group and the other assigned to the Tucson-based Strike Force Investigative Group. The Lead Strike Force Attorneys (as further described below) will also serve on the Operations Committee.

D. The DEA, FBI and HSI will each designate supervisors for the Arizona Strike Force Enforcement Groups. The Operations Committee shall, as appropriate, identify further leadership roles within the Arizona Strike Force to ensure that the structure accurately reflects the mission sets and contributions of the participating agencies.

E. In addition to the above leadership assignments, the FBI will assign 20 or more full-time investigators or analysts to the Arizona Strike Force, the DEA will assign 26 or more full-time investigators or analysts to the Arizona Strike Force, and HSI will assign 16 or more full-time investigators or analysts to the Arizona Strike Force. All agencies agree to assign qualified agents, officers, and analysts to the Arizona Strike Force, consistent with the Strike Force’s mission.

F. The USMS, IRSCI, USPIS, and other participating agencies will each assign one or more fulltime investigators or analysts to the Arizona Strike Force. During the period of

assignment, all investigators and analysts will be under the direct supervision of the Operations Manager and their assigned supervisors for the Arizona Strike Force Enforcement Groups.

G. The DEA, HSI, and FBI supervisors shall take the appropriate steps to de-conflict and coordinate all investigations conducted as part of the Arizona Strike Force program with all relevant investigating agencies, including the OCDETF Fusion Center (OFC), DEA's Special Operations Division, the Arizona HIDTA and, when applicable, OCDETF's International Organized Crime intelligence and Operations Center (IOC2).

Enforcement Group Supervisors

A. The Executive Committee shall be composed of the United States Attorney for the District of Arizona, the Special Agents in Charge (SAC) of the Department of Homeland Security, Homeland Security Investigations (HSI), Drug Enforcement Administration (DEA), Federal Bureau of Investigation (FBI), the Internal Revenue Service, Criminal Investigations (IRS-CI), and the Inspector in Charge with the United States Postal Inspection Service (USPIS). The Lead Strike Force Attorneys shall be members of the Executive Committee. The Operations Manager and Deputy Operations Manager, if any, shall be members of the Executive Committee.

B. The United States Attorney for the District of Arizona shall serve as the Chair of the Executive Committee.

C. It shall be the function of the Executive Committee to approve any change in the policies and procedures of the Arizona Strike Force. The Executive Committee will exercise the decision-making functions described in this MOU and undertake any action necessary for the effective and continued function of the Arizona Strike Force. In addition, the Executive Committee will resolve any jurisdictional conflicts that may arise between the Arizona Strike Force, its participating member agencies, and any other law enforcement entity involved in an investigation, if the conflict cannot be resolved at the operational or management level of the Strike Force.

D. The Executive Committee shall seek to resolve any dispute, including any procedural and policy-related change and any decision to ensure the continued successful operation of the Arizona Strike Force, through consensus of all members of the Executive Committee. If such consensus resolution cannot be reached, then the Executive Committee Chair, after consultation with all other members of the Executive Committee and with the concurrence of the OCDETF Director, shall determine the resolution of the dispute. The joint decision of the Executive Committee Chair and OCDETF Director shall be dispositive.

E. No later than 30 days following the end of each federal fiscal year, the Operations Manager, Deputy Operations Manager, if any, and Lead Strike Force Attorneys, in consultation with the OCDETF Lead Task Force Attorneys (LTFAs) for the USAO, will submit to the Executive Committee an annual report. The annual report will include a brief summary of

Arizona Strike Force investigations for the previous year that resulted in federal or state criminal charges, the number of priority criminal organizations disrupted or dismantled, individuals charged in each investigation, a description of the charges, any case dispositions, a description of contraband, firearms, and financial assets seized and forfeited, and investigations and prosecutions involving illicit finance and financially focused cases, or an explanation of the lack of cases.

F. The Executive Committee will host an annual meeting, the purpose of which will be to ensure the Arizona Strike Force is following the OCDETF Program Guidelines, OCDETF Co-located Strike Force Initiative Guidelines, and all current Memorandums of Understanding pertaining to the Arizona Strike Force. Meeting attendees shall include members of the Operations Committee, the Operations Manager, the Deputy Operations Manager, if any, and all Enforcement Group Supervisors.

Lead Strike Force Attorneys

A. The United States Attorney for the District of Arizona will designate two Assistant U.S. Attorneys, funded by OCDETF, to serve as the Lead Attorneys for the Arizona Strike Force (“Lead Strike Force Attorneys”). The Lead Strike Force Attorneys will have significant investigatory and prosecutorial experience in large-scale, complex, criminal network cases. The Lead Strike Force Attorneys should be co-located in the Strike Force facilities and shall not be assigned other duties that would interfere with his/her ability to effectively manage the Strike Force. The Lead Strike Force Attorneys will have primary responsibility to provide case-related legal advice to all participating Arizona Strike Force investigators and to prosecute, or oversee the prosecution of, all Arizona Strike Force federal cases for their assigned investigative group. In addition, the Lead Strike Force Attorneys will participate in the coordination and facilitation of all Arizona Strike Force investigations for their assigned investigative group, to include meetings held at least once a month with the DEA, HSI, and FBI supervisors in their assigned investigative group. This will ensure that the Arizona Strike Force's investigations and cases proceed in accordance with its core mission and the OCDETF guidelines. The Lead Strike Force Attorneys will also serve as an intermediary to resolve any potential operational conflicts between participating agencies. The Lead Strike Force Attorneys will serve as the primary Strike Force point of contact for the OCDETF Regional Director and Regional Coordination Group (RCG). The Lead Strike Force Attorneys will work with the Public Information/Affairs Officer for his/her U.S. Attorney’s Office to ensure that Strike Force media releases are shared with the OCDETF Executive Office prior to public release. The Lead Strike Force Attorneys will assist the Chiefs of the Narcotics and Violent Crimes Units in the USAO-DAZ in the assignment of additional AUSAs to Arizona Strike Force investigations and cases. To that end, additional AUSAs may be assigned to the Arizona Strike Force permanently or on a case-by-case basis.

B. For the successful operation of the Arizona Strike Force, the Lead Strike Force Attorneys will partner with the Operations Manager, and Deputy Operations Manager, if any, who often have unique insight and visibility into the management of the Arizona Strike Force. The decision-making for the management of the Arizona Strike Force will be a shared/joint responsibility of the Lead Strike Force Attorneys and Operations Managers. The Lead Strike

Force Attorneys and the Operations Managers are accountable to the Arizona Strike Force Executive Committee for their respective roles in the management and leadership of the Strike Force. The Lead Strike Force Attorneys and Operations Managers will be jointly responsible for all reporting requirements, including annual and quarterly reports to the OCDETF Executive Office and Regional Director, and an annual report to the Arizona Strike Force Executive Committee.

Operations Manager

A. The Executive Committee will designate a representative from the supervisory personnel from the DEA, HSI, FBI, IRS-CI, and USPIS to serve as the Operations Manager of the Arizona Strike Force for a term of two years. The Executive Committee will address the designation of the Operations Manager at its in-person annual meeting in the year preceding the expiration of the current Operations Manager's term. The Operations Manager position may rotate to one of the other federal law enforcement agencies.

B. The Operations Manager will supervise the Arizona Strike Force Investigative Groups. The Operations Manager will be co-located in the Strike Force facility (in either Phoenix or Tucson based on his/her area of assignment) and shall not have any additional duties that would interfere with his/her full-time responsibilities to manage the Strike Force.

C. For the successful operation of the Arizona Strike Force, the Operations Manager will partner with the Lead Strike Force Attorneys, who often have unique insights into the United States Attorney's priorities and strategies as a representative of the Attorney General. The decision-making for the management of the Arizona Strike Force will be a shared/joint responsibility of the Operations Manager and Lead Strike Force Attorneys. The Operations Manager and Lead Strike Force Attorneys are accountable to the Arizona Strike Force Executive Committee for their respective roles in the management and leadership of the Strike Force.

D. The Operations Manager will collaborate with the Operations Committee and will be subject to oversight by the Executive Committee.

E. The Executive Committee may designate a representative from the supervisory personnel from one of the DEA, HSI, and FBI led enforcement groups to serve as the Deputy Operations Manager at the Arizona Strike Force for a term of two years. The Deputy Operations Manager will assist the Operations Manager and may not be from the same agency as the Operations Manager.

F. The Operations Manager and Deputy Operations Manager positions shall be at the GS-14 level or greater.

G. The Operations Manager (with assistance from any Deputy Operations Manager) shall:

1. Be responsible for the administrative management and interagency coordination of the participating agencies in the Arizona Strike Force and the Strike Force's physical spaces

and related issues (i.e., lease/rent, IT matters, building utilities, infrastructure, maintenance, sanitation, office supplies, parking, etc.);

2. Coordinate matters relating to the annual and supplemental budgets of the Arizona Strike Force in consultation and coordination with the Lead Strike Force Attorneys; and

3. Jointly with the Lead Strike Force Attorneys, be responsible for all reporting requirements, including annual and quarterly reports to the OCDETF Executive Office and Regional Director, and an annual report to the Arizona Strike Force Executive Committee.

Operations Committee

A. The Arizona Strike Force will include an Operations Committee. The DEA, FBI and HSI shall each designate an Assistant Special Agent in Charge (ASAC) or the equivalent to serve on the Operations Committee. The other participating state/local agencies (if desired) may also designate a high-level supervisor to serve on the Operations Committee. The Operations Manager shall serve on the Operations Committee. The Lead Strike Force Attorneys serve as the Co-Chairs of the Operations Committee.

B. The Operations Committee shall report to the Executive Committee and shall be responsible for operational oversight of investigations and setting Arizona Strike Force investigative priorities consistent with the Arizona Strike Force mission, the OCDETF Co-located Strike Force Initiative Guidelines, and the OCDETF Program.

C. The Operations Committee will be responsible for operational issues including, but not limited to, determining targeting priorities, coordination of prosecutorial priorities with other prosecution authorities, and leveraging Strike Force resources with the OCDETF Executive Office, the OCDETF Regional Director, and the OCDETF LTFAs. Operational authority is not tactical authority. Tactical decision-making authority (i.e., when/how to execute a search warrant or managing surveillance, etc.) rests with law enforcement group supervisors in direct command of enforcement groups and their respective chains-of-command. Additionally, the OCDETF LTFAs will consult with the members of the Operations Committee regarding the United States Attorney Office for the District of Arizona's decisions made related to prosecuting or declining Strike Force matters.

D. The Operations Committee shall participate in the coordination of all Arizona Strike Force investigations. The Operations Committee shall ensure that all Strike Force personnel comply with home agency guidance on information sharing and utilize all relevant law enforcement intelligence and targeting centers available to them to illuminate all criminal networks. This will ensure that the Arizona Strike Force's investigations and cases proceed in accordance with its core mission, OCDETF Program Guidelines, and OCDETF Co-located Strike Force Initiative Guidelines.

E. The Operations Committee shall work together to resolve any disputes through consensus of the members of the Operations Committee. The Lead Strike Force Attorneys will

also serve as intermediaries to resolve any potential operational conflicts between participating agencies. If a dispute cannot be resolved by the Operations Committee, the matter shall be presented to the Executive Committee for resolution.

Article VI. OPERATIONAL AND ADMINISTRATIVE PROCEDURES

A. The Arizona Strike Force shall comply with all policies and procedures of the OCDETF Program, including the OCDETF Program Guidelines and OCDETF Co-located Strike Force Initiative Guidelines³, as issued by the OCDETF Executive Office and the OCDETF Southwest Regional Coordination Group (defined in the OCDETF Program Guidelines). The OCDETF Program Guidelines and OCDETF Co-located Strike Force Initiative Guidelines are incorporated herein and can be accessed via an OCDETF Management Information Systems (MIS) account.

B. The DEA, FBI and HSI may assign Special Agents, Diversion Investigators, and U.S. Marshals Service Inspectors or Deputy Marshals (collectively described as “investigators”) to the Arizona Strike Force. The DEA, FBI, and HSI may deputize state or local law enforcement officers to serve as federal Task Force Officers assigned to the Arizona Strike Force on a full-time or case-specific basis, provided that:

1. The deputizing federal agency is a member of the Arizona Strike Force;
2. The deputizing federal agency has at least one federal agent assigned to the Arizona Strike Force; and
3. The state or local law enforcement officer(s) remains in good standing with the deputizing federal agency.

C. Participating state and local law enforcement agencies may assign their own law enforcement officers to the Arizona Strike Force. If such officers are not already federally deputized Task Force Officers, they may be federally deputized by the DEA, FBI, or the USMS, pursuant to 21 U.S.C. § 878. Such deputized Task Force Officers shall adhere to all the regulations, policies, and procedures of their parent agency. Any conflict between the regulations, policies, and procedures of the participating state or local law enforcement agency and those of the parent agency shall be resolved by the Special Agent in Charge of the parent agency and the chief law enforcement officer of the participating state or local law enforcement agency. Failure to comply with any of the regulations, policies, and procedures of the parent agency will be grounds for disciplinary review by the parent agency concerned.

³ This compliance specifically encompasses information within the OCDETF Co-located Strike Force Initiative Guidelines outlined in Chapter 6 concerning performance management, accountability, and reporting requirements and in Chapter 7 concerning Freedom of Information Act, Strike Force visits, and Media/Press.

D. As required by OCDETF Program Guidelines and consistent with OCDETF priorities, personnel assigned to the Arizona Strike Force shall include a financial investigation as part of each case.

E. Conflict resolution: It shall be the function of the Arizona Strike Force Executive Committee to approve any change in the policies and procedures of the Arizona Strike Force. The Arizona Strike Force Executive Committee will exercise the decision-making functions described in this MOU and undertake any action necessary for the effective and continued function of the Arizona Strike Force. In addition, the Arizona OCDETF Strike Force Executive Committee will resolve any jurisdictional conflicts, which may arise between the Arizona Strike Force; its participating member agencies, and any other law enforcement entity involved in an investigation, if the conflict cannot be resolved at the operational or management level of the Arizona Strike Force. Any procedural and policy-related change and any decision to ensure the continued successful operation of the Arizona Strike Force must be approved by a simple majority of the Executive Committee members to become effective, provided that a quorum of Arizona Strike Force Executive Committee members are present at such time that the Executive Committee's decision-making function is exercised. In the case of a vote resulting in a tie, the United States Attorney for the District of Arizona shall make the final decision on any issue before the Executive Committee.

F. Agency responsibility. The parties to this MOU agree that each party is responsible for the negligent and wrongful acts and omissions of its employees. The parties to this MOU agree to notify each other of any administrative, civil, or criminal claim arising out of an activity conducted pursuant to this MOU. Nothing in this paragraph prevents any party from conducting an independent review of the incident giving rise to such a claim. All parties agree to cooperate fully with one another in the event of an official investigation arising from alleged negligence or misconduct arising from acts related to this MOU. Nothing herein should be construed as supplanting any applicable statute, rule, or regulation.

G. Compliance with Federal Acts. All members of the Arizona OCDETF Strike Force shall comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, as incorporated in the Civil Rights Act of 1991, and requirements imposed by, or pursuant to, the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. part 42 (Subparts C, D, F and G), 28 C.F.R. § 50.3.

H. Agency reporting systems and procedures. It is the responsibility of the participating agencies to ensure all reports and documentation are provided in a timely manner to the prosecuting agency in accordance with the rules of discovery and disclosure. All reporting systems and investigative and administrative procedures will be consistent with those used by the respective participating agencies in conducting investigations and in preparing related reports and documentation. Efforts will be made to avoid unnecessary duplication of investigative reports by Arizona Strike Force members. Subject to legal and policy restrictions, copies of all pertinent investigative reporting and documents will be furnished to other Arizona Strike Force participants, who will seek permission from the authoring agency before releasing such reports and documents outside the Arizona Strike Force.

I. Sophisticated investigative techniques. All investigators assigned to the Arizona Strike Force will comply with all rules, regulations, and procedures set forth by their parent agency, including, but not limited to, provisions related to electronic surveillance and the use of undercover operations. The use of undercover operations shall be consistent with the administrative guidelines of the parent agency sponsoring the activity and approved through the parent agency's ASAC supervising a given operation and the Operations Manager. Wiretaps shall be conducted pursuant to the administrative standards of the affiant's parent agency. The affiant's parent agency shall be responsible for the payment of wiretap technical connections and monitoring costs. In the event the affiant's parent agency does not have the resources available, or the parent agency's ASAC supervising the investigation otherwise deems it not in the best interests of the affiant's parent agency to underwrite the costs for a particular wiretap, any other participating federal agency may agree to pay expenses for the wiretap.

J. Evidence processing and testimony. It is the responsibility of the participating agencies' assigned case agent to confer with the Lead Strike Force Attorney(s) or assigned prosecutor after evidence is gathered to identify any foreseeable legal issues related to the handling of evidence. All drug evidence acquired through federal investigations conducted by the Arizona Strike Force shall be submitted to the DEA Laboratory for analysis and storage. The DEA Laboratory personnel shall be available to furnish expert testimony, provided any expert testimony sought by the Arizona Strike Force is within their particular areas of expertise. All firearms evidence acquired through federal investigations conducted by the Arizona Strike Force shall be submitted to the FBI or ATF laboratories or other designated laboratory for forensic examination, tracing, and a test firing. A specimen for each test-fired weapon will be sent to an appropriate law enforcement laboratory for input and comparison in the National Integrated Ballistic Information Network (NIBIN). All other non-drug evidence will be handled consistently with the policies and procedures of the parent agency of the investigator making the seizure.

K. Personnel policies, immunities, and protections. With the exception of those state and local officers who have been deputized by DEA, FBI, or the USMS as described above, each agency employee assigned to the Arizona Strike Force will remain subject to the personnel rules, regulations, laws and policies applicable to his or her respective agency and shall be entitled to those immunities and protections as provided by applicable state and local law. Unless specifically addressed herein, the parties to this MOU agree to be responsible for the negligent or wrongful acts or omissions of their respective employees to the extent required by law. Duly sworn task force officers acting within the scope of their employment maintain the same limited immunity from suit as special agents and have same entitlement to Department of Justice representation as the special agent with whom they work. Legal representation by the United States is determined by the Department of Justice on a case-by-case basis. The parties cannot guarantee that the United States will provide legal representation to any Federal employee or deputized task force officer. Liability for any conduct undertaken by Arizona Strike Force members outside the scope of their assigned duties and responsibilities under this MOU shall be the sole responsibility of the respective employee or agency involved and shall not be the

responsibility of any of the other agencies that are party to this MOU. The MOU is not intended to create any private rights or any cause of action against or involving any of the participating agencies.

L. Alleged misconduct or breach of integrity. All complaints, allegations, or information relative to alleged misconduct or breaches of integrity involving Arizona Strike Force members while in the performance of Arizona Strike Force duties will be investigated by, and in accordance with the rules and guidelines of, the member's parent agency. In all instances, the member's parent agency will make a notification of the results of any such investigation to the Operations Manager. It is understood that this policy is flexible and that initial decisions with respect to who will investigate allegations are not binding and are subject to re-evaluation based on the circumstances, which may be disclosed during an inquiry.

M. Critical Incidents/Shootings. In the event of an agent/officer shooting or other critical incident involving member(s) of the Arizona Strike Force, which is the direct result of an Arizona Strike Force investigation, the "Primary Jurisdiction Agency" will be the agency whose agent/officer was involved in the shooting or other critical incident. The Primary Jurisdiction Agency will have responsibility for the coordination of the criminal investigation or designate the agency that will coordinate the investigation. The Primary Jurisdiction Agency will agree to allow any other Arizona Strike Force participating agency involved in the incident to conduct a collateral administrative investigation provided that the collateral investigation does not interfere with or jeopardize the Primary Jurisdiction Agency's investigation. If more than one agency is involved in a shooting or other critical incident, the participating agencies may agree to share any information resulting from the collateral investigation(s), consistent with the sharing participating agency's rules and regulations. Each respective agent/officer's deadly force policy will be in effect for their Arizona Strike Force members. A criminal or administrative investigation of an Arizona Strike Force member involved in a shooting or other critical incident, as described in this paragraph, is not intended to replace or otherwise substitute for an investigation by the appropriate local law enforcement agency where the shooting occurs.

N. Information sharing. No information possessed by any of the participating agencies may be disseminated by Arizona Strike Force members to non-OCDETF personnel without the approval of that member's parent agency's legal department or other entity authorized to approve such disclosures. All parties agree that they may audit the handling and maintenance of data in electronic and paper record keeping systems of their own agency to ensure that appropriate security and privacy protections are in place.

Article VII. GENERAL PROVISIONS

A. This Arizona Strike Force MOU shall be effective upon execution (signature) by all parties listed as signatories hereto. This MOU will remain in effect until such time as all parties: 1.) Enter into a new MOU; 2.) Revise the MOU in writing; 3.) Rescind this MOU in writing within 180-days' advance written notice to the Executive Committee; or 4.) The Arizona Strike Force is disbanded by the OCDETF Director with 180-days' advance written notice to the Executive Committee. If the Strike Force is disbanded, the former Strike Force will no longer receive any OCDETF funding or equipment and will no longer use any OCDETF signage or

seal(s). Further, if disbanded, OCDETF may not support investigations or prosecutions from the former Strike Force and may not support state/local overtime expenses associated with investigations generated by the former Strike Force. Any party, other than OCDETF, may terminate its individual involvement in this MOU with or without cause by giving 90 days' advance written notice to the Executive Committee.

B. Nothing herein shall be construed as creating any personal liability on the part of any officers or agents of any party, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this MOU. This MOU shall not be construed as, or deemed to be, an MOU for the benefit to any third parties and no third parties shall have any right of action hereunder for any cause whatsoever.

C. This MOU constitutes the sole agreement between the parties. No representation oral or written not incorporated herein shall be binding upon the parties. No amendment or modifications of this MOU shall be enforceable unless such amendment or modification is in writing and approved by official action of all parties to this MOU.

D. If any provision of the MOU is held to be unenforceable for any reason, the remainder of this MOU shall remain in full force and effect and enforceable in accordance with its terms.

E. Nothing in this MOU shall constitute an agreement for, or provision of, the obligation or exchange of funds between the participating agencies, nor does it make any commitment of funds or resources except as outlined in the MOU. All participating agencies will be responsible for fiscal obligations incurred by their personnel on investigations not directly related to Arizona Strike Force operations while a member of the Arizona Strike Force.

F. During the period of assignment to the Arizona Strike Force, all participating state and local agencies will remain responsible for establishing the salary and benefits, including overtime, of their officers assigned to the Arizona Strike Force and for making payments due to them. Any participating state or local agency may enter into an agreement with an eligible sponsoring federal agency and the OCDETF Executive Office pursuant to the OCDETF State and Local Overtime and Authorized Expense Program for reimbursement of the actual overtime wage payments made to participating state and local officers assigned to the Arizona Strike Force (the Sponsoring Agreement). All Sponsoring Agreements must be approved by the OCDETF Executive Office and are subject to availability of funds from the Southwest Regional Coordination Group.

G. State and Local participating agencies shall maintain on a current basis complete and accurate overtime records and accounts of all obligations and expenditures of overtime funds under the Sponsoring Agreement in accordance with generally accepted accounting principles and instructions provided by the OCDETF Executive Office to facilitate onsite inspection and auditing of such records and accounts.

H. Participating state and local agencies shall permit and have readily available for examination and auditing by the Arizona Strike Force Executive Committee, the United States Department of Justice, the Comptroller General of the United States, and any of their duly

authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to the Sponsoring Agreement. In addition, all participating agencies shall maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six years and three months after the close of each fiscal year, whichever is later.

I. Participating state and local agencies will not charge any indirect cost rate to any other participating agency, for the administration or implementation of this MOU during the time thereof.

J. The participating state and local agencies agree that an authorized officer or employee will execute and return to the Operations Manager an OJP Form 4061 16, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The participating state and local agencies acknowledge that the Sponsoring Agreement will not take effect and no federal funds will be awarded to the participating state and local agency until the completed certification is received.

K. All equipment purchased with OCDETF resources on behalf of the Arizona Strike Force by its participating agencies must be made available for sole use by the Arizona Strike Force. Equipment purchased must follow the participating agency's procurement, usage, and retirement procedures but usage for the entirety of the equipment's lifecycle must solely be for the Arizona Strike Force.

L. The parties agree that written concurrence of the OCDETF Director or his/her designee is required prior to modification or reallocation of resources within the Arizona Strike Force, as well as any changes to this MOU. This includes, but is not limited to, the adding or changing of the make-up of any enforcement group(s) or change in the Arizona Strike Force mission, the relocation of any enforcement groups, or any other change to the structure or operations of the Arizona Strike Force. Similarly, no alterations to resource allocations are permitted without written concurrence of the OCDETF Director.

M. Participating agencies shall provide vehicles for officers and agents assigned to the Arizona Strike Force. Participating agencies are responsible for gasoline, routine maintenance, repairs, and other costs associated with these vehicles. Participating agencies are also responsible for firearms, ammunition, protective gear, and other equipment necessary for the proper performance of their personnel assigned to the Arizona Strike Force.

N. Should the signatories to this MOU agree to disband the Arizona Strike Force, this MOU may be rescinded in its entirety with 180-days' advance written notice to the Executive Committee, which, in turn, will consult with the OCDETF Executive Office. Upon receipt of such a Notice of Intent to Disband, a dissolution date will be set by the Arizona Strike Force Executive Committee. Billings for all outstanding obligations shall be received by the Operations Manager within 90 days following the dissolution date set by the Executive Committee.

O. Unless otherwise agreed to by the Arizona Strike Force and the fiduciaries, if any, each agency participating in this MOU shall be solely responsible for all costs and expenses incurred to accomplish its responsibilities under this MOU, and each participating agency shall obtain all necessary approvals and/or appropriations from its governing bodies and/or executive officers to accomplish such responsibilities in a timely manner. Each agency participating in this MOU shall be solely responsible for providing all labor that may be necessary to accomplish its responsibilities under this MOU, whether through employees, agents, contractors, volunteers, or other third parties.

P. Any notice required to be delivered by this section shall be deemed to have been received when the notice has been communicated successfully by the OCDETF Director, the Chair (or Co-Chairs if more than one) of the Arizona Strike Force Executive Committee, the Special Agents in Charge (SAC) from any participating federal agency, the United States Marshal(s), the Director(s) of any participating HIDTA(s), or the senior official (Chief, Sheriff, Commander, Director, etc.) from any participating state or local agency.

Q. Officers of federal, state, and local enforcement agencies assigned to the Arizona Strike Force shall work with Assistant United States Attorneys in civil, criminal, and parallel forfeiture proceedings.

Article VIII. ASSET FORFEITURE AND SHARING

A. Assets seized during Arizona Strike Force investigations will be forfeited pursuant to federal law.

1. If the lead agency for an investigation is a DOJ component agency or is a DOJ Participant agency, then the asset will be processed pursuant to the DOJ guidelines. If the lead agency is a Treasury component agency or a Treasury Participant agency, then the asset will be processed pursuant to the Treasury guidelines. If neither, then the Operations Manager and the LSFA will decide after consulting with the non-DOJ/Treasury Lead Agency. The lead agency for an investigation will be determined by which Strike Force Group the lead investigator is assigned at the beginning of the investigation.
2. Equitable sharing of forfeited assets with state and local agencies, and a federal agency's use of the Federal Contribution Form, shall follow the most current version of the joint DOJ and Treasury guidelines for equitable sharing. Those guidelines are published in the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (hereinafter referred to as DOJ/Treasury Guide) and may be supplemented by the Attorney General or the Secretary of the Treasury. The joint guidelines address all major aspects of equitable sharing with state and local agencies, and the use of the Federal Contribution Form by federal agencies. The Strike Force understands that in order for its member law enforcement agencies to receive shared funds, the member agency must be compliant with Program guidelines and reporting requirements. Each member agency's Agency Head and Governing Body Head must annually sign the member agency's Equitable Sharing Agreement and Certification

(ESAC). By signing and submitting the ESAC, each member agency and its jurisdiction agree to abide by all policies set forth in the current DOJ/Treasury Guide and all subsequent updates.

3. Financial Management Requirements: Equitable sharing funds are awarded to each member agency to be spent at the discretion of the recipient agency. All federally shared funds received by each member agency will be maintained in separate revenue accounts/accounting codes by each member agency's jurisdiction. These funds will be treated in the same manner as appropriated funds, including procedures for all procurement and approval processes and inclusion in all single audit requirements by the jurisdiction.
4. Equitable sharing (or distributions to another federal agency using the Federal Contribution Form), may occur using one of two methods: (1) based upon each agency's direct contribution to the seizure and forfeiture based upon their work hours and qualitative factors; or (2) in accordance with pre-determined sharing percentages as stipulated in this MOU.
 - a. This Arizona Strike Force MOU will determine sharing (distributions) based upon Work Hours and Qualitative Factors.
 - b. Percentages allocated to a law enforcement agency must bear a reasonable relationship to the agency's direct participation in the law enforcement effort resulting in the federal forfeiture. The deciding authority ordinarily determines percentages by comparing the number of work hours expended by each agency participating in the federal forfeiture, including all federal, state, local, and tribal agency contributions.
 - c. Where the work hours alone do not reflect the contribution of a law enforcement agency, the deciding authority considers qualitative factors in making adjustments to the sharing percentage. For examples of qualitative factors the deciding authority will consider, see the above referenced DOJ/Treasury Guide to Equitable Sharing. Qualitative factors may warrant an increase or decrease in the percentage awarded to an agency. The deciding authority has discretion to determine on a case-by-case basis whether and how much to adjust the sharing allocation.
5. No sharing request or recommendation, including shares listed in this MOU, or any other agreement, is final until approved by the federal deciding authority.

B. In cases involving foreign assistance, domestic sharing occurs after all international sharing is completed. In addition, the task force understands that sharing is only available from remaining net proceeds after recovery of government expenses and payment of victim compensation.

C. If the Arizona Strike Force is disbanded, all awarded funds remain with the member agencies, in accordance with Department of Justice Criminal Division's Money Laundering and Asset Recovery Section (MLARS) or Department of the Treasury Executive Office for Asset Forfeiture (TEOAF) procedures.

Article IX. FREEDOM OF INFORMATION ACT POLICY

A. The information contained in this document is law enforcement sensitive and for official use only. The information contained in this document is subject to the access and release provisions of the Freedom of Information Act (FOIA), 5 U.S.C. § 552 and the Privacy Act of 1974, and retention provisions of the Federal Records Act, 44 U.S.C. Chap. 31.

B. The Lead Strike Force Attorneys and Operations Managers shall jointly and promptly forward all FOIA requests about Arizona Strike Force management or operations to OCDETF FOIA within the Executive Office at ocdetf.foia@usdoj.gov for processing pursuant to the relevant Department of Justice guidelines.

Article X. STRIKE FORCE VISITOR POLICY

A. The parties agree that to ensure proper coordination within the Department of Justice and with and through all interagency partners, all visits to the Arizona Strike Force by senior officials will be coordinated with the OCDETF Executive Office.⁴

B. Senior officials include, but are not limited to, United States Attorneys, all members of the Senior Executive Service, Special Agents in Charge of federal law enforcement agencies, Flag/General Officers of any branch of the U.S. Military, senior leaders of multi-agency centers, high-ranking officials/officers of foreign law enforcement partners, and elected officials.

C. The Lead Strike Force Attorneys and Operations Managers will jointly provide notice to the OCDETF Executive Office regarding such visits no less than seven days prior to the scheduled visit.

Article XI. MEDIA/PRESS POLICY

A. The parties agree that the Arizona Strike Force will follow the Department of Justice's media policy and guidelines for all investigations that are federal in nature or anticipated to be prosecuted by the U.S. Attorney's Office. Any Arizona Strike Force participating agency must coordinate with the Public Information/Affairs Officer in the U.S. Attorney's Office to arrange any media availability, statements, interviews, press releases, or press conferences. The U.S. Attorney's Office will coordinate any media availability, statements, interviews, press releases, or press conferences with the OCDETF Executive Office.

B. The parties agree that any press release or statement made by any member agency that discusses an Arizona Strike Force investigation will contain the following language (as

⁴ This mandatory notice provision does not apply to members of the Arizona Strike Force Executive Committee.

previously approved by the DOJ Office of Public Affairs) to ensure all members are acknowledged, regardless of whether they were an active participant in the instant investigation:

This [insert operation/prosecution/other law enforcement activity] is part of an Organized Crime Drug Enforcement Task Forces (OCDETF) Strike Force Initiative, which provides for the establishment of permanent multi-agency task force teams that work side-by-side in the same location. This co-located model enables agents from different agencies to collaborate on intelligence-driven, multi-jurisdictional operations to disrupt and dismantle the most significant drug traffickers, money launderers, gangs, and transnational criminal organizations.

The OCDETF Arizona Strike Force is comprised of agents and officers from Customs and Border Protection (CBP), the Department of Homeland Security, Homeland Security Investigations (HSI), the Drug Enforcement Administration (DEA), the Federal Bureau of Investigation (FBI), the Internal Revenue Service, Criminal Investigations (IRS-CI), the United States Marshals Service (USMS), the United States Postal Service, United States Postal Inspection Service (USPIS), the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF), the Arizona Army National Guard, the Maricopa County Sheriff's Office (MCSO), Pima County Sheriff's Office (PCSO), and the Scottsdale Police Department (SPD) and the prosecution is being led by the Office of the United States Attorney for the District of Arizona.

Article XII. [RESERVED FOR ADDITIONAL PARTICULAR PROVISIONS]

A. [Reserved]

B. [Reserved]

C. [Reserved]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed each signature to be considered as an original by their authorized representative, on the date affixed to the right of their signature.

 Digitally signed by GARY RESTAINO
Date: 2024.07.03 10:36:08 -07'00'

_____ Date: _____

Gary M. Restaino
United States Attorney
District of Arizona

 Digitally signed by CHERYL OZ
Date: 2024.07.30 15:46:16 -07'00'

_____ Date: _____

Cheri A. Oz
Special Agent in Charge
Drug Enforcement Administration

 Digitally signed by BRIAN DRISCOLL
Date: 2024.08.01 08:12:07 -07'00'

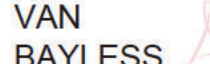
_____ Date: _____

Brian J. Driscoll, Jr.
Acting Special Agent in Charge
Federal Bureau of Investigation

 Digitally signed by FRANCISCO B BURROLA
Date: 2024.08.06 11:20:23 -07'00'

_____ Date: _____

Francisco B. Burrola
Special Agent in Charge
Department of Homeland Security,
Homeland Security Investigations

 Digitally signed by VAN BAYLESS
Date: 2024.08.13 09:08:25 -07'00'

_____ Date: _____

Van Bayless
Acting United States Marshal
United States Marshals Service

Messick
Carissa L

 Digitally signed by Messick
Carissa L
Date: 2024.08.21 13:49:33
-07'00'

Date: _____

Carissa Messick
Special Agent in Charge
Internal Revenue Service, Criminal Investigation

Glen
Henderson

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Henderson
Date: 2024.09.04 17:37:14
-07'00'

Date: _____

Glen Henderson
Inspector in Charge
United States Postal Inspection Service

 Digitally signed by
BRENDAN IBER
Date: 2024.09.05 16:04:45
-07'00'

Date: _____

Brendan D. Iber
Special Agent in Charge
Bureau of Alcohol, Tobacco, Firearms, and Explosives

HIER.SCOTT.HAYES
ES.1155901043

 Digitally signed by
HIER.SCOTT.HAYES.1155901043
Date: 2024.09.17 10:39:24
-07'00'

Date: _____

Scott Hier
Colonel
Arizona National Guard

Date: _____

Russ Skinner
Maricopa County Sheriff
Maricopa County Sheriff's Office

Date: _____

Chris Nanos
Pima County Sheriff
Pima County Sheriff's Office

____ Date: _____
Jeff Walther
Scottsdale Police Chief
Scottsdale Police Department

____ Date: _____
Jeff Pridgett
Marana Police Chief
Marana Police Department

____ Date: _____
Thomas W. Padden
Acting Director
OCDETF Executive Office
U.S. Department of Justice



Council-Regular Meeting

C6

Meeting Date: 10/15/2024

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: October 15, 2024

Strategic Plan Focus Area:

Proactive Public Services

Subject: Resolution No. 2024-095: Relating to Public Works; approving and authorizing the Mayor to execute the First Amendment to the Intergovernmental Agreement between the Town of Marana and the Arizona Board of Regents, University of Arizona for Transportation Engineering Project Services and Related Research (Jane Fairall)

Discussion:

Effective on November 1, 2019, the Town and the University of Arizona entered into an intergovernmental agreement (IGA) for Transportation Engineering Project Services and Related Research for an initial 5-year term to expire on October 31, 2024. This intergovernmental agreement authorized the Town, on an as-needed basis, to work with the qualified engineers, researchers, and other professional personnel and engineering students at the University of Arizona on transportation engineering services and related research. The IGA allows engineering students at the University of Arizona to have the opportunity through these projects to become familiar with transportation engineering, design, construction materials, processes, maintenance, operations and related research. The Town benefits from the exceptional resources that the University of Arizona has to offer to such projects. The intergovernmental agreement allows for project services as set forth in the Project Services Agreement attached in sample form to the agreement.

The proposed First Amendment will extend the IGA for another 5-year term, subject to the same terms and conditions as the original IGA.

Financial Impact:

Although there is no funding commitment in the agreement, the agreement does specify that funding shall not exceed \$300,000 during the five-year term of the agreement. A Project Service Agreement will be completed for each project requested under this IGA and will include a project term, scope and cost. All projects performed under this IGA will be subject to budget availability in the fiscal year the work is performed.

Staff Recommendation:

Staff recommends approval of the First Amendment.

Suggested Motion:

I move to adopt Resolution No. 2024-095, approving and authorizing the Mayor to execute the First Amendment to the Intergovernmental Agreement between the Town of Marana and the Arizona Board of Regents, University of Arizona for Transportation Engineering Project Services and Related Research.

Attachments

Resolution No. 2024-095

Exhibit A to Resolution - First Amendment

Original IGA

MARANA RESOLUTION NO. 2024-095

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA FOR TRANSPORTATION ENGINEERING PROJECT SERVICES AND RELATED RESEARCH

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

WHEREAS effective on November 1, 2019, the Town and the University entered into an intergovernmental agreement (IGA) for Transportation Engineering Project Services and Related Research for an initial 5-year term to expire on October 31, 2024; and

WHEREAS Pursuant to section 10(a) of the IGA, upon completion of the initial five-year term, the IGA may be renewed for up to an additional five-year term by written amendment approved and signed by the Parties; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interest of the residents of the Town of Marana to extend the intergovernmental agreement with the University of Arizona for transportation engineering project services and related research.

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

SECTION 1. The Town Council hereby approves the First Amendment to the Intergovernmental Agreement between the Town of Marana and the Arizona Board of Regents, University of Arizona for transportation engineering project services and related research, attached to and incorporated by this reference in this Resolution as Exhibit A, and the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

SECTION 2. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF
MARANA, ARIZONA, this 15th day of October, 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

**First Amendment to the
Intergovernmental Agreement
between the
Town of Marana
and the
Arizona Board of Regents, University of Arizona
for
Transportation Engineering Project Services and Related Research**

This First Amendment (“Amendment No. 1”) to the Intergovernmental Agreement (“IGA”) is entered into, by and between the Town of Marana, an Arizona municipal corporation (“Town”), and the Arizona Board of Regents, on behalf of the University of Arizona (“University”), a land-grant public/state controlled institution of higher education and body corporate under Arizona Revised Statutes § 15-1601 *et. seq.* The Town and University may be collectively referred to as the “Parties,” each of which may individually be referred to as a “Party.”

Recitals

- A. The Town and the University may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-952, *et. seq.*
- B. Effective on November 1, 2019, the Town and the University entered into an IGA for Transportation Engineering Project Services and Related Research for an initial 5-year term to expire on October 31, 2024.
- C. Pursuant to section 10(a) of the IGA, upon completion of the initial five-year term, the IGA may be renewed for up to an additional five-year term by written amendment approved and signed by the Parties.
- D. The parties desire to renew the IGA for an additional five-year term.

Agreement

NOW THEREFORE, the Town and the University, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1. **Term of Renewal:** The IGA is hereby amended to renew for a term of five years.

2. **Effective Date:** The term of renewal shall begin on November 1, 2024, to expire on October 31, 2029.
3. **Other Terms and Provisions:** All other terms and provisions of the IGA and its exhibits not specifically changed by this Amendment No. 1 shall remain in effect and be binding upon the Parties as provided for in the IGA.

In Witness Whereof, the Town of Marana has caused Amendment No. 1 to the IGA to be executed by its Mayor and attested to by the Clerk of the Board, and the Arizona Board of Regents, University of Arizona has caused Amendment No. 1 to the IGA to be executed by the University's Sponsored Projects & Contracting Services.

TOWN OF MARANA

**ARIZONA BOARD OF REGENTS,
UNIVERSITY OF ARIZONA:**

Ed Honea, Mayor



Christopher Barnhill
Contracts Manager

Date

September 24, 2024
Date

ATTEST:

David Udall, Town Clerk

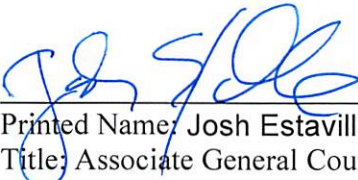
Date

ATTORNEY CERTIFICATION

The foregoing Amendment No. 1 to the IGA by and between the Town of Marana and the Arizona Board of Regents, University of Arizona has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Jane Fairall
Town Attorney

Date



Printed Name: Josh Estavillo
Title: Associate General Counsel,
University of Arizona

9/23/24

Date

**Intergovernmental Agreement
between the
Town of Marana
and the
Arizona Board of Regents, University of Arizona
for
Transportation Engineering Project Services and Related Research**

This Intergovernmental Agreement (“IGA”) is entered into, by and between the Town of Marana (“Town”), an Arizona municipal corporation, (“Town”) and the Arizona Board of Regents, on behalf of the University of Arizona (“University”), a land-grant public/state controlled institution of higher education and body corporate under Arizona Revised Statutes § 15-1601 *et. seq.* The Town and University may be collectively referred to as the “Parties,” each of which may individually be referred to as a “Party.”

Recitals

- A. The Town is an Arizona municipal corporation, organized and existing pursuant to Title 9, Chapter 2, Arizona Revised Statutes; and
- B. The Arizona Board of Regents is a body corporate with perpetual succession created by the Constitution and statutes of the State of Arizona to govern and maintain the state universities, including the University of Arizona; and
- C. The University has qualified engineers, researchers, and other professional personnel (“Qualified Personnel”) and engineering students (“Students”) who are experienced or are familiar, are becoming familiar, or are in the need to become familiar with transportation engineering, design, construction materials, processes, maintenance, operations, and related research; and
- D. The University wishes to make its Qualified Personnel and Students available to the Town on an as needed basis to address or help address the Town’s needs through specific projects or related research opportunities; and
- E. The Town recognizes the importance that University project services and related research can offer to improve processes and approaches that save resources or improve the allocation of resources; and
- F. The Town and the University may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-952, *et. seq.*

Agreement

NOW THEREFORE, the Town and University, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1. Definitions.

a. **Project:** any transportation project involving design, construction, maintenance, operations, or research.

b. **Project Services:** The design, project management, materials testing, and research services related to the design, construction, maintenance, operations, and administration of Projects.

c. **Director:** As to the Town, the Deputy Director of Public Works. As to University, the Director or Designee of the University's Sponsored Projects & Contracting Services Preaward Services.

d. **Engineering Work:** Any form of work activity that involves the direct or indirect application of applied science and math to the study, design, construction, maintenance and operation of Town roads, streets, and related infrastructure.

e. **Project Service Agreement:** A specific agreement between the Town and the University for the provision of Project Services for a particular Project, in substantially the form depicted in attached **Exhibit A**.

2. **Purpose.** The purpose of this IGA is to set forth the responsibilities of the Parties regarding the provision of Project Services or other services by the University to the Town on an as-needed and as-available basis. For those services involving a Project Service Agreement, this may include reimbursement of incurred costs for the Project Services either directly or indirectly through another party. Other services may or may not include provision for reimbursement. Additionally, this IGA sets forth an understanding between the Town and the University to collaborate to find opportunities on which to make this happen when it is mutually beneficial. Project Services and other services may take the following forms:

Projects

- The University provides faculty or administrators as Qualified Personnel and/or Students to perform Project Services, research, and/or other services to the Town.
- The University provides like Project Services to a third party who is providing engineering services either directly to the Town or for another agency or party the Town has an interest in or with (e.g. a local Consultant Engineering firm performing services to the Town on a Town funded project).

Other opportunities may arise; this specific list is not meant to be a limiting list of what can be accomplished under this IGA.

3. Project Service Agreements.

a. By this IGA, the Town delegates to its Director or Director's designee, and the University delegates to its Sponsored Projects & Contracting Services Director or Preaward Services or Director's designee, the authority to negotiate, execute, modify, and terminate any Project Service Agreement in accordance with the terms and conditions of this IGA.

b. Either Party's Director or Director's designee may request that the Parties enter into a Project Service Agreement. Upon a request, the Parties' Director or Director's designee will review the request and, if mutually desirable, meet to discuss it.

c. In the event the Director or Director's designee disagree on any element of a proposed Project Service Agreement, the element in dispute may be submitted to the Town Manager and the University's Senior Vice President for Research for resolution.

d. Any proposed Project Service Agreement shall be in writing, in substantially the form attached as **Exhibit A**, and shall include, at a minimum:

- i. The term of the Project Service Agreement.
- ii. A description of the Project Services that the University will provide to the Town under the Project Service Agreement.
- iii. The specific responsibilities of the Town and University with respect to the Project. If any Project is federally funded, it will include the federal flowdown terms and conditions applicable to University, and any required certifications or affidavits to be signed by University.
- iv. An estimate of the cost of Project Services, if applicable, for the Project that is the subject of the Project Service Agreement. The estimate is for budgetary scheduling and is not a contractual guarantee, a cost ceiling, or an "upset limit."
- v. Billing rates and the method for calculating payment, if applicable, to the other Party. The billing rates may be reviewed periodically during the term of the Project Service Agreement, and Parties, through their Director/Principal, may agree in writing to revise the rates to reflect actual costs.
- vi. A designated representative of the Town if applicable, to receive invoices from the University and to approve the invoices for payment.
- vii. A schedule for paying invoices, if applicable, which shall provide that payment is due no later than 30 days after receipt of an invoice.

e. Each Project Service Agreement shall be signed by the Authorized Signatory of each Party with the express authority or delegation to execute such documents on behalf of their respective Party.

f. Any amendment to a Project Service Agreement must be in writing and signed by the Director for each Party. Either Party's Director may terminate a Project Service Agreement at any time

by providing the other Party with written notice of such termination. After a Project Service Agreement is terminated, the Town's obligation to the University shall be limited to payment for services rendered before termination, including any non-cancelable obligations incurred by University prior to Town's termination.

4. **Execution of Projects Subject to Project Service Agreements.** After a Project Service Agreement is executed, the University shall perform the Project Services specified in the Project Service Agreement for the Town. Qualified Personnel from the University shall be paired up with their counterparts in the Town for coordination purposes. Coordination shall include regular meetings and interaction between corresponding personnel at all levels for each assignment.

5. **Responsibilities of the Parties.**

The Town shall be responsible for:

- a. Decision making authority over the Project.
- b. Approving and processing all design documents, studies, contract documents, change orders, progress payments, and final acceptance of the Project Services completed.
- c. Upon review and approval of invoices, paying the University in accordance with a schedule set forth in the Project Service Agreement.
- d. Evaluating, at its discretion, the Project Services provided by the University and to verify that the Project Services are completed in accordance with the Project Service Agreement.
- e. Provide all applicable written Town policies, regulations and directives to University Qualified Personnel and Students, and instruct University Qualified Personnel and Students of facility safety procedures and operations. The Town will provide University Qualified Personnel and Students with at least the same safety training it provides to its regular employees working under similar conditions. The Town may relieve any University Qualified Personnel from further participation if, in its sole discretion, it believes that such University Qualified Personnel has violated Town policies, regulations and/or directives. The Town shall notify the University Director immediately, and follow up such action in writing.

The University shall be responsible for:

- a. Identifying and developing recommendations with respect to the Project Services, and sharing those recommendations with the Town.
- b. Establishing a list of overhead charges/rates for Project Services as required in Section 3.
- c. Providing sufficient Qualified Personnel and Students to perform or supervise the Project Services with the necessary care, skill, and diligence.
- d. Preparing invoices (in the form approved by the Town) for submission to the Town. The University shall approve, sign, and forward billing documents to the Town's designated representative for approval and payment.

6. Change Orders/Amendments.

a. Change Orders/Amendments to any Project Service Agreement shall be approved in writing by the Town prior to implementation unless the changes are deemed to be of an emergency nature, or could cause extra cost to the Town if not done immediately. In the event of such conditions, the University may execute the necessary changes with verbal approval of the Town's designated representative and provide a written notification of the changes to the Town within three (3) working days of the discovery, if a change order/amendment is deemed to be necessary.

b. All amendments to this IGA shall be in writing signed by the Authorized Signatories of both Parties prior to the implementation of the amended terms.

7. Financing.

a. The Town shall pay the cost of all Project Services rendered by the University under all Project Service Agreements.

b. The Town makes no commitment to fund any project unless such funds can be made available to do so either through the normal budget, grant or appropriation of bond funds. If funds are made available for projects, the Town is not required to use the University for such projects. The Town has sole discretion to determine when to use the University for Project Services. However, if projects are funded the Town's reimbursement to the University under this IGA shall not exceed a total of \$300,000 (approximately \$60,000 per year) under all Project Service Agreements executed during the term of this IGA. This total amount may be adjusted by mutual agreement between the Town and the University during the five (5) year term of this IGA or for term extension(s) as indicated in Section 10.

c. Each Party shall establish a job cost account to identify and track all costs of Project Services associated with each Project Service Agreement.

d. In the case of dispute on reimbursement of invoices/billings for Project Services rendered, the dispute shall be escalated to the Director of each Party for resolution on request of either party's designated representative. In the event the Directors for either Party disagree on any element of the invoices/billings, or fail to take action within 10 days of the request, the element in dispute shall be submitted to the Town Manager and the University's Senior Vice President for Research for resolution on request of either Director. If the dispute is submitted to the Town Manager and the University's Senior Vice President for Research but they are unable to resolve the dispute, or fail to take action within 10 days of a request, the Parties may pursue any remedies provided by law.

8. Other Uses for this IGA. This IGA may also be used for other similar professional services that are mutually agreed upon by both Parties and by the express approval of both Directors.

9. Ownership of Information. Ownership of intellectual property developed during the course of this Agreement, if any, shall be established by application of U. S. Patent Law (Title 35 U. S. Code) and U.S. Copyright Law (Title 17 U.S. Code) and employment contracts of the developer(s), subject to any rights of the Federal Government, if federally funded. All materials

produced by University in the performance of this IGA, including but not limited to reports, estimates, drawings, plans, computations, data, software, etc., may be used by the Town for any non-commercial purpose. University shall have the right to use its materials, without restriction or limitation, for non-commercial purposes including for the purposes of research, education, and publication or presentation in academic journals or symposia. Any such publication or presentation will be provided to Town at least thirty (30) days in advance of such proposed publication or public presentation. The Town shall have thirty (30) days after receipt of said copies to object to such proposed public dissemination; in which event University shall refrain from making such publication or presentation for a maximum of ninety (90) days from the date of receipt of such objection in order for the Town to take appropriate measures to protect confidential information. Any publication or presentation will acknowledge the funding support of the Town and any other third party funding source, with the disclaimer that such acknowledgment does not represent the opinions or views of the Town or of the third party.

10. Term and Termination.

- a. Term.* The initial term of this IGA shall begin on the date this IGA is executed by the last Party to sign it, and shall be effective for a period of five (5) years from the date of such signature. Upon completion of the initial five (5) year term, this IGA may be renewed for up to an additional five (5) year term by written amendment approved and signed by the Parties.
- b. Termination.* This IGA may be terminated under the following circumstances:
 - i. *For Convenience.* At any time either Party to this IGA may terminate this IGA by providing to the other Party written notice of such termination at least sixty (60) calendar days prior to the termination date. Such termination shall not relieve either Party from those liabilities or costs incurred or obligated prior to the termination date.
 - ii. *For Cause.* A Party may terminate this IGA for material breach of the IGA by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have forty-five (45) calendar days to cure the default. If the default is not cured within that time, the other Party may terminate this IGA. Any such termination shall not relieve either Party from liabilities or costs already incurred or obligated under this IGA.
 - iii. *For Failure to Appropriate Sufficient Funds.* Any Project Service Agreement entered into pursuant to this IGA shall automatically terminate or be delayed if, for any reason, the Town or University fails to appropriate sufficient funds to fund the project or activity that is the subject of the Project Service Agreement. The project can restart if funds become available and both Parties agree to restarting the project.
 - iv. *For Conflict of Interest.* This IGA may be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.

- 11. Limitation of Liability.** To the fullest extent permitted by law, each Party (as "indemnitor") will defend, indemnify and hold harmless the other Party (as "indemnitee"), its officers, officials, employees, agents, volunteers, successors, and assigns (the "indemnified group") from and against any and all claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's omissions, negligence, or willful misconduct relating to any action or inaction of this Agreement (collectively, "claims") including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly employed by the indemnitor. If any claim, action or proceeding is brought against the indemnified group, indemnitor must, at its sole cost and expense, resist or defend such claim or action on behalf of the indemnified group, but only to the extent that such claims result in vicarious/derivative liability to the indemnitee and are caused by the omission, negligence, or willful misconduct of the indemnitor, its officers, officials, agents, employees or volunteers; provided, however, that the indemnitor shall have no obligation to indemnify the indemnified group for the indemnified group's negligence (passive or otherwise) or willful misconduct. The indemnity provisions of this Agreement survive the termination of this Agreement.
- 12. Insurance.** The Parties agree that they shall maintain for the duration of this Agreement policies of public liability insurance sufficient to cover all of their obligations undertaken in the implementation of this Agreement. When requested, a Party shall provide the other Party with proof of its worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.
- 13. Workers Compensation.** For purposes of Workers' Compensation, an employee of a Party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this specific Agreement, is deemed to be an employee of both Parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers compensation.

- 14. Inspection and Audit.** The Town may perform an inspection of any Project or an audit of the University's Project books and records at any time in order to verify that monies spent on the Project were done so in accordance with this IGA. If a Project Agreement is funded by a third party, that third party is also entitled to perform such inspection or audit as necessary, including by the Comptroller General of the United States for any federally funded services.

15. Construction of IGA.

- a. This Agreement is governed by and will be construed and enforced in accordance with the laws of the State of Arizona.
- b. *Entire Agreement.* This instrument constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- c. *Amendment.* This IGA shall not be modified, amended, altered or changed except by written agreement signed by the Parties.
- d. *Construction and interpretation.* All provisions of this IGA shall be construed to be consistent with the intention of the Parties as expressed in the recitals hereof.
- e. *Captions and headings.* The headings used in this IGA are for convenience only and are not intended to affect the meaning of any provision of this IGA.
- f. *Severability.* In the event that any provision of this IGA or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the IGA are severable. In the event that any provision of this IGA is declared invalid or void, the Parties agree to meet promptly upon request of the other Party in an attempt to reach an agreement on a substitute provision.

16. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture, or employment relationship between the Parties. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other.

17. No Third Party Beneficiaries. This Agreement is intended to govern the rights and duties of the contracting Parties only and is not intended to confer on any third party any rights or benefits which would not exist in the absence of this Agreement.

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

- a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 2009-09 issued by the Governor of the State of Arizona, which amended Executive Order 75-5 and superseded Executive Order 99-4, are incorporated by this reference as a part of this IGA as if set forth in full herein. During the performance of this Agreement, the Parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- b. *Americans with Disabilities Act.* This IGA is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

- c. *Legal Arizona Workers Act Compliance.* Each Party warrants to the other that it will, at all times during the term of this IGA, comply with all federal immigration laws applicable to the warranting Party's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together, the "State and Federal Immigration Laws"). Each Party further agrees to ensure that each contractor who performs work associated with any Project subject to this IGA (i) complies with the State and Federal Immigration Laws, and (ii) ensures that any subcontractor who performs work for the contractor complies with the State and Federal Immigration Laws.

Each Party shall further require that each contractor who performs work on a Project subject to this IGA advises each subcontractor of the Party's rights, and the subcontractor's obligations, with respect to this subsection, by including a provision in each subcontract substantially in the following form:

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

Any breach of the warranty of compliance with the State and Federal Immigration Laws by either Party, by that Party's contractor on a Project subject to this IGA, or by a subcontractor of that Party's contractor on a Project subject to this IGA shall be deemed to be a material breach of this IGA subjecting the breaching Party to penalties up to and including suspension or termination of this IGA. A Party in breach of the warranty of compliance with State and Federal Immigration Laws shall further be liable to the other Party for any additional costs attributable directly or indirectly to remedial action under this subsection.

Either Party may, at any time, inspect the books and records of the other Party in order to verify the other Party's compliance with the State and Federal Immigration Laws.

- d. *Israel Boycott Certification.* To the extent required or applicable, each Party certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification may result in termination of this Agreement.
19. **Waiver.** Waiver by any Party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
20. **Force Majeure.** A Party shall not be in default under this IGA if it does not fulfill any of its obligations under this IGA because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this IGA,

any cause beyond the control of the Party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties, order of any government officer or court (excluding orders promulgated by the Parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. Either Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

- 21. Remedies.** Either Party may pursue any remedies available to it for the breach of this Agreement, and no right or remedy is intended to be exclusive of any other right or remedy existing at law or at equity or by virtue of this Agreement. The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.
- 22. Notification.** All notices or demands upon any Party to this IGA shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

University:

Stephen G. Harsy, PhD, Director
Sponsored Projects & Contracting Services
P.O. Box 210158, Room 515
Tucson, AZ 85721-0158

Town:

Fausto Burruel, Deputy Director of Public
Works
Town of Marana
11555 W. Civic Center Drive.
Marana, AZ 85653

Either Party may, by written notice to the other, designate a different person or address for the receipt of notices under this IGA.

Any written notice under this IGA shall be deemed delivered and received on the date of delivery, if delivered by hand, or three business days after the date of mailing, if sent by mail.

In Witness Whereof, the Town of Marana has caused this IGA to be executed by its Mayor and attested to by the Clerk of the Board, and the Arizona Board of Regents, University of Arizona has caused this IGA to be executed by the University's Sponsored Projects & Contracting Services.

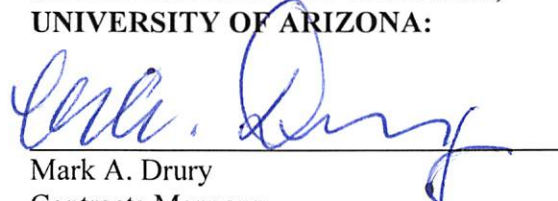
TOWN OF MARANA



Ed Honea, Mayor

10/15/2019
Date

**ARIZONA BOARD OF REGENTS,
UNIVERSITY OF ARIZONA:**



Mark A. Drury
Contracts Manager

11/1/2019
Date

ATTEST:

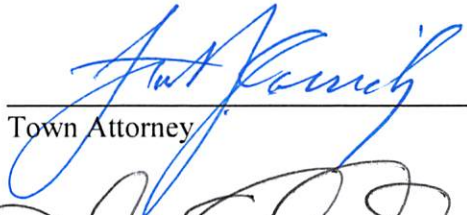


Cherry Lawson, Town Clerk

10/15/2019
Date

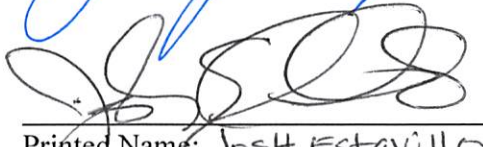
ATTORNEY CERTIFICATION

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



Town Attorney

10.15.2019
Date



Printed Name: Josh Estavillo
Title: Associate General Counsel,
University of Arizona

11/1/19
Date

Exhibit A – Sample Project Services Agreement

Actual format and content can vary as necessary

**Project Services Agreement
between the Town of Marana and the Arizona Board of Regents, University of Arizona
For the _____ Project**

This Project Services Agreement (“Agreement”) is entered into by and between the Town of Marana (“Town”) and the Arizona Board of Regents, University of Arizona (University), pursuant to A.R.S. § 11-952 and the applicable Intergovernmental Agreement between Town of Marana and The Arizona Board of Regents, University of Arizona for Transportation Engineering Project Services and Related Research dated October 15, 2019 (“IGA”).

Recitals

- A. The Town desires to engage the services of the University to *[title and description of the Project]* (the “Project”).
- B. The University agrees to provide the Town with the Project Services as set forth in this Agreement.
- C. The Parties agree to a *[not to exceed cost OR fixed price]* of \$_____ for the Project Services to be provided by the University under this Agreement. *[Remove if not applicable]*

Agreement

- 1. **IGA.** This Agreement incorporates all definitions, terms, and conditions of the IGA.
- 2. **Effective Date; Term.** This Agreement is effective on execution by the last party to execute it. The term of this Agreement is ____ year(s) from the effective date.
- 3. **Project Services.** In addition to the responsibilities set forth in the IGA, the Parties agree to provide the following for the Project *[may also include an attachment to this Agreement that describes the Scope of Work and deliverables in greater detail]*:
 - a. **Town.** The Town shall:

[List additional responsibilities or anything else that is applicable]
 - b. **University.** The University shall:

[List additional responsibilities or anything else that is applicable – include any federal or third party flowdown terms and conditions applicable to University.]

4. **Designated Representatives.** The parties designate the following people to serve as their Designated Representatives for purposes of initial communication regarding the Project:

Town: [Insert name, title, address, telephone]

University: [Insert name, title, address, telephone]

5. **Billing and Payment.** The University shall invoice the Town on a *[monthly, quarterly]* basis for Project Services rendered at the rates or payment schedule attached to this Agreement and agreed to be reasonable and applicable *[a cost budget or fixed payment schedule may be attached as a separate attachment]*. The Town's Designated Representative shall review each invoice to approve the invoices for payment. Invoices reviewed and approved for payment shall be paid within 30 days of submission to the Town.
6. **Termination.** Either Party may terminate this Project Agreement by thirty (30) days advance written notice to the other Party.
7. **Notices.** All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

University:

Stephen G. Harsy, PhD, Director
Sponsored Projects & Contracting Services
P.O. Box 210158, Room 515
Tucson, AZ 85721-0158

Town:

Fausto Burruel, Deputy Director of Public Works
Town of Marana
11555 W. Civic Center Drive.
Marana, AZ 85653

Either party may, by written notice to the other, designate a different person or address for the receipt of notices under this Agreement.

Any written notice under this Agreement shall be deemed delivered and received on the date of delivery, if delivered by hand, or three business days after the date of mailing, if sent by mail.

TOWN OF MARANA:

Fausto Burruel, Deputy Director of
Public Works

Date

THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA:

Mark A. Drury, Contracts Manager
Sponsored Projects & Contracting Services

Date

Add additional approvals if applicable and necessary

Add additional attachments or exhibits as necessary



Council-Regular Meeting

C7

Meeting Date: 10/15/2024

To: Mayor and Council

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

Date: October 15, 2024

Subject: Approval of the Regular Council Meeting Summary Minutes of October 1, 2024 (David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 10/01/2024



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 1, 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 6:03 PM and directed the Town Clerk to call the roll. All Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Mayor Honea asked for a motion to approve the agenda.

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

CALL TO THE PUBLIC

Ms. Mikail Roberts addressed the Council. She said she was running for a position on the Marana Unified School District Board, outlined her reasons for running for the office, discussed her qualifications, and highlighted her priorities as a candidate.

Council Regular Meeting Summary Minutes
October 1, 2024

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Mayor Honea attended a Blue Mass blessing on the Town's police officers at Saint Christopher Catholic Church and recently met with the Mayors of Oro Valley and Sahuarita and **Mr. Farhad Moghimi** with the Pima Association of Governments regarding RTA Next.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema said there were 67 single-family residential permits issued for the month of September. Last September, there were 93 permits issued. He provided a construction update on the Community Center and Aquatics Facility and said the Town's Parks and Recreation Department held its first Youth Advisory Council. He reminded the council of the upcoming Fall Festival event on October 12 and introduced the Town's new Water Director, **Heidi Lasham**, who introduced herself to the Council.

PRESENTATIONS

P1 Relating to Community Services; presentation from a representative of the Marana Food Bank and Community Resource Center (MFB-CRC) providing an update on recent MFB-CRC activity (Terry S. Rozema)

Mr. Rozema introduced this item and introduced **Mr. Carlos Valles** and **Ms. Roberta Lopez-Suter**, representatives of the MFB-CRC, who presented on this item. They provided an overview of the history and work of the food bank and thanked the Council for the support the food bank has received. A copy of the presentation slides is on file with the Town Clerk's Office. For more information, please see the presentation slides. Clarifying questions were asked and answered during the presentation.

Mayor Honea said he was going to purchase an electric forklift for the food bank, but that Trico Electric recently purchased one for it.

Council Member Comerford thanked the representatives for the work they do and said she was looking forward to the future. She recommended donations to the food bank for their building.

CONSENT AGENDA

C1 Ordinance No. 2024.020: Relating to Animal Control; adopting revisions to Marana Town Code Title 6 (Animal Control), revising section 6-1-1 (Definitions) to revise definitions for "at large" and "leash" or "lead"; revising section 6-4-1 (Dogs at large prohibited; exceptions; classification) to incorporate revised definitions; and designating an effective date (Libby Shelton)

C2 Resolution No. 2024-085: Relating to Development; approving the final plat for Village II of Linda Vista Village, Lots 1-93 and Common Areas "A" (#3-5, #7), "B" (#1, #2), "C" (#1), "D" (#5, #6, #8-#10, #12, #19), "E" (#3, #4), and "G" (#9-#21, #39-#40) & "H" (#3, #5-#7) & Block V of Linda Vista Village, located south of Linda Vista Boulevard, approximately 0.5 miles east of Twin Peaks Road (Scott Radden)

C3 Resolution No. 2024-086: Relating to Development; approving the final plat for Bridle Bit Ranch LLC, Lots 1-4, generally located west of Clyde Place and south of Berry Street within portions of Section 19, Township 11 South and Range 11 East (Scott Radden)

C4 Resolution No. 2024-087: Relating to the Police Department; approving and ratifying the signature of the Chief of Police on the Memorandum of Understanding between Arizona Department of Public Safety and Marana Police Department regarding provision of alias social security numbers (SSN) (Libby Shelton)

C5 Resolution No. 2024-088: Relating to Public Works; approving and authorizing the Mayor to sign a public improvement participation agreement with TKC Marana, LLC for the construction of a traffic signal and roadway improvements as part of the Tangerine Road widening project Phase 2A (Jane Fairall)

C6 Resolution No. 2024-089: Relating to Water; approving and authorizing the Mayor to sign the Second Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings (David L. Udall)

C7 Relating to Procurement; approving a change order to the contract with Westland Engineering and Environmental Services in the amount of \$59,588 for the Marana Park Reservoir project (WT046); and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Stephen Dean)

C8 Approval of Special Council Meeting/Retreat Summary Minutes of September 10, 2024, and approval of Regular Council Meeting Summary Minutes of September 17, 2024 (David L. Udall)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2024-090: Relating to Community Facility Districts; consideration and possible adoption of a resolution ordering and declaring formation of Mandarina Community Facilities District (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Kalaitzidis** said the Town has received an application requesting the formation of the Marana Community Facilities District (CFD). He explained that the Council was not required to approve the submitted application but said that if it did not approve the application, it would need to submit its reasoning to the applicant in writing along with specific recommended changes needed for the application to be approved. He provided an overview of the Marana development and the infrastructure already installed, went over the makeup of the development in the District, and discussed the summary points of the application for formation of the District, which can be viewed in the presentation slides. For detailed information regarding the presentation, please see the slides. Clarifying questions were asked and answered during the presentation.

Council Member Craig said the \$350,000.00 letter of credit requirement seemed insufficient. **Mr. Kalaitzidis** explained that the letter of credit was intended to cover the operations of the District and was unrelated to future debt requested by the District. He said prior letters of credit for CFDs were \$100,000.00.

Mayor Honea said at buildout, the District would support \$15 million in debt and asked why a \$50 million debt authorization ceiling was set to support that amount of debt. **Mr. Kalaitzidis** said that there is a 25-year period in which the developer can submit what they wish to be reimbursed on. He said the ceiling provided flexibility and could be compared to a credit limit, but one that will not be used if not supported by the property taxes generated within the district. He said the Board always gets to make the final decision on issuing new debt to acquire eligible infrastructure, and therefore, even though the debt authorization limit is high, the actual issuance of debt is within the Board's control.

Mayor Honea reaffirmed the Board had control, and that the concept was to keep the target tax rate of \$2.50 intact. He said prior CFDs had standby contribution agreements to help preserve the target tax rate and asked if something like that was needed here.

Mr. Kalaitzidis explained how the standby contribution agreement was needed for the Gladden Farms CFD and said the determination as to whether standby contribution agreements or other protections, such as letters of credit, are needed occurs at the time of bond issuance.

Council Member Ziegler recommended adding language to the development agreement regarding standby contribution agreements. **Mr. Paul Gales**, the Town's outside bond counsel with **Greenberg Traurig LLP**, explained that such language could be included in the CFD development agreement that governs how the CFD operates. He said the language was not in the current draft of the agreement now, but that it could be added before it is finalized. **Council Member Ziegler** said she would like to see the language in the development agreement. She commented that the Town has done very well with its CFDs. She said her main concern was that many homeowners don't know about CFDs or what they are and recommended the District Board provide a class or provide some other method to educate residents about CFDs.

Vice Mayor Post moved to adopt Resolution No. 2024-090. Council Member Ziegler seconded the motion. Motion passed, 7-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Motion to Reconsider the Town Council's September 3, 2024 vote on Resolution No. 2024-083, relating to approval and adoption of the Marana Transportation Master Plan (Councilmember Patti Comerford, Councilmember Herb Kai)

Council Member Kai moved to reconsider Resolution No. 2024-083, which was originally decided on September 3, 2024 with council Member Kai being on the prevailing side of that decision. Council Member Comerford seconded the motion. Motion passed, 7-0.

D2 Resolution No. 2024-083: Relating to Transportation; approving and adopting the Marana Transportation Master Plan (Fausto Burruel)

Public Works Director Fausto Burruel presented on this item. He thanked Town staff, stakeholders, Marana residents, and the Council for their contributions to the Transportation Master Plan. He explained that since the September 3, 2024 meeting, a few items in the plan had been adjusted as follows:

- The Tangerine interchange reconstruction project, along with the related Frontage Road improvements and Rillito Community Connection projects, were shifted into the mid-term project timeline from the short-term project timeline due to the prioritization of the Cortaro interchange project.

- Erroneous language in the Master Plan was fixed to align certain planned projects with their appropriate project timeframes.

A copy of the presentation slides is on file with the Town Clerk's Office. For more detailed information, please see the presentation slides. Clarifying questions were asked and answered during the presentation.

Vice Mayor Post said he would like to move the Moore Road interchange project from the mid-term timeframe into the short-term timeframe, right behind the Cortaro interchange project. He also expressed safety concerns with current traffic conditions in north Marana. **Mr. Burruel** said that in reality, even if the Moore Road interchange project was started now, the steps that would need to be taken, including planning and working with the Arizona Department of Transportation (ADOT), would take the project into the early mid-term timeframe. **Mr. Rozema** said Town staff is moving as fast as possible on the Moore Road interchange project. He highlighted that an additional challenge is finding a funding source for the construction of the project.

Mayor Honea said a lot will depend on whether RTA Next goes through and said an answer on whether it will go through should be clear in around a year from now.

Council Member Comerford expressed safety concerns with the current traffic situation at the Tangerine and Marana interchanges. **Council Member Ziegler** commented that plans for interim improvements are already in place to mitigate the concerns at these interchanges within the next few years, and **Mr. Burruel** explained the interim improvements. **Council Member Comerford** reiterated her safety concerns at those intersections until the interim improvement can be made. **Mr. Burruel** said safety is the number one priority for himself and his team and that the Town is even working to make ADOT's infrastructure safer with the interim improvement plans. **Council Member Comerford** said she knows Town staff is doing everything within their power to address the situation, but said it is something she is just worried about. **Council Member Ziegler** commented that all Council Members are concerned about safety.

Council Member Comerford said thought needs to be given to the businesses that will be affected by the closure of the Cortaro Road interchange when the improvements are made.

Council Member Ziegler commented that the biggest issue in the Town right now is transportation. She said the process for transportation improvements takes time. She said she was glad Cortaro Road was being considered as first priority.

Council Member Kai offered to make a motion.

Council Member Craig asked **Mr. Burruel** to explain how the Town would effectuate some of the long-term projects when there is not a plan for how to fund them. **Mr. Burruel** explained that the short-term plans were more concrete, the mid-term plans were more visionary, and that the long-term plans were visionary. He said the Master Plan is a snapshot in time of where we are right now as a Town, but that through modeling and other means, it attempts to project where the Town will be in the future and how the Town should prepare for it with transportation connections. He said the long-term plans are more conceptual at this time. He also said the Master Plan will be updated as things change.

Council Member Ziegler said she attended a recent Planning Commission meeting and said individuals were already concerned regarding Moore Road. She asked when Council might see a conceptual design of the Moor Road project to be able to share with the public. **Mr. Burruel** said it was too early to provide a conceptual plan but said it would involve a grade-separated interchange similar to the Ina Road interchange.

Council Member Kai moved to adopt Resolution No. 2024-083. Council Member Ziegler seconded the motion. Motion passed, 7-0.

D3 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's [Marana Current and Proposed Projects](#) internet site (Jason Angell)

Development Services Director Jason Angell provided an update and answered questions related to public and private projects and development applications in the Town, as currently listed on the following website:

<https://maranaegov.com/portal/apps/experiencebuilder/experience/?draft=true&id=dae15ad306fb4a3fba65ee3babc21d54&page=Page&views=Water-Management%2CInspections>

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post and Council Member Kai moved to adjourn the meeting. Motion passed, 7-0. Meeting adjourned at 7:37 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on October 1, 2024. I further certify that a quorum was present.

David L. Udall, Town Clerk



Council-Regular Meeting

B1

Meeting Date: 10/15/2024

To: Mayor and Council

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

Date: October 15, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2024-096: Relating to the Utilities Board; appointing the chair of the Marana Utilities Board (David L. Udall)

Discussion:

The Marana Utilities Board was created in 2005, and it provides an outlet for engaged community members to hear and give comment on the management and operation of Town of Marana owned and operated utilities, including water and wastewater.

On May 18, 2021, the Town Council appointed Dr. Jing Luo, who at that time was serving as the Town's Water Director, as chair of the Utilities Board. Because Dr. Luo is no longer serving as the Town's Water Director and is therefore no longer a member of the Utilities Board, a new chair must be appointed. Section 16-1-2 of the Marana Town Code provides that the Town Council "shall choose the chair of the utilities board from among its membership." The membership of the Utilities Board currently consists of the following members:

- Heidi Lasham, Water Director
- Yiannis Kailaitzidis, Finance Director
- Erik Montague, Deputy Town Manager
- Ronson Chee
- Emily Bridson
- Jeff Biggs

Historically, the Council has chosen the Water Director to serve as chair of the Utilities Board.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2024-096, appointing
_____ as the chair of the Marana Utilities Board.

Attachments

Resolution No. 2024-096

MARANA RESOLUTION NO. 2024-096

RELATING TO THE UTILITIES BOARD; APPOINTING THE CHAIR OF THE MARANA UTILITIES BOARD

WHEREAS the Marana Utilities Board was created in 2005, and it provides an outlet for engaged community members to hear and give comment on the management and operation of Town of Marana owned and operated utilities, including water and wastewater; and

WHEREAS on May 18, 2021, the Town Council appointed Dr. Jing Luo, who at that time was serving as the Town's Water Director, as chair of the Utilities Board; and

WHEREAS because Dr. Luo is no longer serving as the Town's Water Director and is therefore no longer a Utilities Board member, a new chair must be appointed; and

WHEREAS Section 16-1-2 of the Marana Town Code provides that the Town Council "shall choose the chair of the utilities board from among its membership"; and

WHEREAS the membership of the Utilities Board currently consists of the following members: Heidi Lasham, Water Director, Yiannis Kailaitzidis, Finance Director, Erik Montague, Deputy Town Manager, Ronson Chee, Emily Bridson, and Jeff Biggs; and

WHEREAS the Mayor and Council find that the appointment addressed by this resolution is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, THAT

_____ is hereby appointed as the chair of the Town of Marana Utilities Board.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of October, 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

A1

Meeting Date: 10/15/2024

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Scott Radden, Senior Planner

Date: October 15, 2024

Strategic Plan Focus Area:

Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2024.022: Relating To Development; approving an amendment to the Rancho Marana West Specific Plan to rezone approximately 249 acres of land located between Barnett Road and Moore Road, and west of the I-10 frontage road, to create the Monarch at Rancho Marana West Specific Plan Amendment as a separate planning area within the Rancho Marana West Specific Plan area (Scott S. Radden)

Resolution No. 2024-097: Relating to Development; declaring as a public record filed with the Town Clerk the Monarch at Rancho Marana West Specific Plan Amendment adopted by Ordinance No. 2024.022 (Scott S. Radden)

Discussion:

Request

The Planning Center, on behalf of the Owner, SBH Marana, is requesting to amend the Rancho Marana West Specific Plan Amendment, adopted by Ordinance Nos. 99.13 and 2005.05. The proposed amendment will create a separate planning area called Monarch at Rancho Marana West, including residential and commercial land uses.

Location

The approximately 249-acre separate special planning area is generally located between Barnett Rd and Moore Rd, and west of the I-10 Frontage Rd, in portions of Sections 26 & 27, Township 11S, Range 11E.

History

The Rancho Marana Specific Plan (RMSP) was approved February 6, 1990, by Ordinance No. 90.04. The Marana Town Council adopted Ordinance No. 99.13 on May 18, 1999, amending the RMSP by dividing Master Developer duties between Rancho Marana East (east of the I-10 freeway) and Rancho Marana West (west of the I-10 freeway). The Marana Town Council then adopted Ordinance No. 2005.05 on February 15, 2005, further amending the Rancho Marana West Specific Plan to amend Development Regulations and include Design Guidelines. On June 17, 2008, the Town Council adopted Ordinance No. 2008.14, further revising the Rancho Marana West Specific Plan to implement a separate planning area called "Town Center."

Portions of the southwest region of the original Rancho Marana West Specific Plan, including Rancho Marana 154 Blocks 2-7 and Farm Field Five, have been subdivided, built out, or are currently being developed. Monarch at Rancho Marana West will be comprised of certain specific blocks within the Re-Plat of Final Block Plat of Vanderbilt Farms Blocks 1-13 and 11A, recorded on June 29, 2020 ("Vanderbilt Farms Re-Plat").

The property is also subject to the Amended and Restated Vanderbilt Farms Development Agreement recorded in the office of the Pima County Recorder at Sequence No. 20201810352.

Proposed Amendments

The intent of Monarch at Rancho Marana West (Monarch) is to delineate a separate planning area similar to Rancho Marana West Town Center, which was approved in 2008. The proposed land use designations and development regulations intend to align better with surrounding development patterns and the town's current land development code while addressing current housing challenges.

Monarch proposes new opportunities for additional housing options, including single-family residences, multi-family communities (build-for-rent or garden-style apartments), and assisted living facilities, as well as opportunities for other employment-generating and freeway-oriented commercial uses. Monarch's goal is to allow development in a manner responsive to current and future market trends and fluctuations.

As previously mentioned, the planning area is comprised of portions of the approved Vanderbilt Farms Re-Plat, specifically Blocks 2-3, 6-10 and 11A. In the proposed Monarch special planning area, Blocks 2, 7, 8 are designated for Medium High Density Residential (MHDR) and encompass approximately 121.4 acres. Blocks 9, 10, and 11A are designated for High Density Residential (HDR) and encompass approximately 24.2 acres. Block 2A (defined separately due to the El Paso Natural Gas Easement) is designated as Commercial (C-1) and is approximately 8.4 acres in size. Blocks 3 and 6 are designated as Employment Center (EC), and encompass approximately 65.7 acres. Residential Target Density for HDR is 15.0 (RAC) and MHDR is 8.0 (RAC).

Public Notification

The public hearing was appropriately noticed in The Daily Territorial, and all property

owners within 300 feet of the boundary of the Specific Plan area were noticed by United States mail of the date, time, and topic of the public hearing. Additional notice was posted at various locations within the community.

Case Analysis Review Criteria

Pursuant to Town Code Section 17-3-1(D), the Planning Commission and Town Council shall consider the following issues, at a minimum, in reviewing an application for rezoning:

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

Based upon the requirements and conditions, the rezoning amendment does not appear to be detrimental to the character of the area due to installation of public facilities or any other rezoning changes.

2. The degree to which the proposed zoning will benefit the community; whether there will be benefits derived by the community, or area, by granting the proposed rezoning;

With the acceptance of the recommended conditions, this rezoning will benefit the community by providing additional commercial opportunities and residential options.

3. Whether the proposed rezoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new use will generate, such as excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances;

Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding area and does not appear to adversely impact the adjacent street network or generate excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances.

4. Whether the proposal conforms with and is in furtherance of the implementation of the goals and policies of the general plan, other adopted plans, and the goals, objectives and policies of the land development code, and other town regulations and guidelines, including goals and policies relating to economic development;

With the acceptance of the recommended conditions, the rezoning amendment conforms with the goals and policies of the General Plan, the Land Development Code, and other town regulations and guidelines.

5. The zoning districts and existing land uses of the surrounding properties;

Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding properties zoning and existing land use.

6. Whether the existing and proposed transportation infrastructure is suitable and

adequate to serve the traffic anticipated to be generated by the proposed development;

With the acceptance of the recommended conditions, the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development.

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

Based upon the rezoning requirements and conditions, there is adequate utility infrastructure, public facilities, and public services in the area to serve the proposed rezoning area.

8. Whether the subject property is suitable for the uses to which it has been restricted under the existing zoning classification;

Based upon the rezoning requirements and conditions, the subject property is suitable for the proposed uses.

9. Whether the rezoning is compatible with the adjacent neighborhood, especially residential neighborhood stability and character;

Based upon the rezoning requirements and conditions, this rezoning amendment is compatible with the adjacent neighborhood in area stability and character;

10. If applicable, the length of time the subject property has remained vacant as zoned:

A majority of the subject property has remained vacant or used as farmland since the Rancho Marana West Specific Plan Amendment was adopted.

11. Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs.

Town staff believes that there is an adequate supply of land available to accommodate the zoning and community needs.

Staff Recommendation:

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

Planning Commission Recommendation

The proposed Specific Plan amendment was considered at a public hearing before the Marana Planning Commission on September 25, 2024. The Planning Commission voted unanimously 7-0 to recommend to the Town Council approval of the proposed amendment subject to the recommended conditions.

1. All of the rezoning conditions of Ordinance No. 90.04, Ordinance No. 99.13, and

Ordinance No. 2005.05 that are applicable to the Rezoning Area remain applicable to the Rezoning Area except for any conditions that have been previously modified or are modified by this amendment, in which case the modified condition will take precedence.

2. The development proposed by this Rezoning shall be consistent with the Amended and Restated Vanderbilt Farms Development Agreement (the "Agreement") recorded in the office of the Pima County Recorder at Sequence No. 20201810352, except for any condition(s) that are modified by this amendment, in which case the modified condition will take precedence. In the event of any express conflict, the Monarch at Rancho Marana West Specific Plan Amendment shall control over the terms of the Agreement as to any zoning or other legislative matter, and the Agreement shall control over the terms of the Monarch at Rancho Marana West Specific Plan Amendment as to any administrative or procedural matter.

3. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.

4. Any preliminary plat or development plan for any portion of the Rezoning Area shall be in general conformance with the tentative development plan presented to and approved by the Town Council as part of this Rezoning.

5. Within 60 days after the adoption of this ordinance, the Property Owners shall provide the Development Services Department with two bound copies, and two electronic copies in PDF format of the approved Monarch at Rancho Marana West Specific Plan Amendment.

Suggested Motion:

I move to adopt Ordinance No. 2024.022, approving an amendment to the Rancho Marana West Specific Plan creating the Monarch at Rancho Marana West Specific Plan Amendment as a separate planning area and Resolution No. 2024-097, declaring as a public record filed with the Town Clerk the Monarch at Rancho Marana West Specific Plan Amendment adopted by Ordinance No. 2024.022.

Attachments

Ordinance No. 2024.022

Exhibit A to Ordinance No. 2024.022

Resolution No. 2024-097

Exhibit A to Resolution No. 2024-097

Location Map

Application

MARANA ORDINANCE NO. 2024.022

RELATING TO DEVELOPMENT; APPROVING AN AMENDMENT TO THE RANCHO MARANA WEST SPECIFIC PLAN TO REZONE APPROXIMATELY 249 ACRES OF LAND LOCATED BETWEEN BARNETT ROAD AND MOORE ROAD, AND WEST OF THE I-10 FRONTAGE RD, TO CREATE THE MONARCH AT RANCHO MARANA WEST SPECIFIC PLAN AMENDMENT AS A SEPARATE PLANNING AREA WITHIN THE RANCHO MARANA WEST SPECIFIC PLAN AREA

WHEREAS, on February 6, 1990, the Marana Town Council adopted Ordinance No. 90.04, approving the Rancho Marana Specific Plan; and

WHEREAS, on May 18, 1999, the Marana Town Council adopted Ordinance No. 99.13, amending the Rancho Marana Specific Plan by dividing Master Developer duties between Rancho Marana East (east of the I-10 freeway) and Rancho Marana West (west of the I-10 freeway); and

WHEREAS, on February 15, 2005, the Marana Town Council adopted Ordinance No. 2005.05, further amending the Rancho Marana West Specific Plan to amend Development Regulations and include Design Guidelines; and

WHEREAS SBH Marana (the "Property Owner") owns 249 acres of land located within the Rancho Marana West Specific Plan area, between Barnett Road and Moore Road, west of the I-10 Frontage Road, in portions of Sections 26 & 27, Township 11S, Range 11E, described and depicted on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owner has authorized the Planning Center to submit an application to rezone the Rezoning Area to create the Monarch at Rancho Marana West Specific Plan Amendment as a separate planning area within the Rancho Marana West Specific Plan area ("this Rezoning"); and

WHEREAS the Marana Planning Commission held a public hearing on this Rezoning on September 25, 2024, and voted 7 to 0 to recommend that the Town Council approve this Rezoning, subject to the recommended conditions; and

WHEREAS the Marana Town Council held a public hearing on October 15, 2024 and determined that this Rezoning should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from 'F - Specific Plan: Rancho Marana West Specific Plan Amendment' to 'SP - Specific Plan: Monarch at Rancho Marana West Specific Plan Amendment.' The Monarch at Rancho Marana West

Specific Plan Amendment, one electronic and one printed copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which was made a public record by and is attached as Exhibit A to Marana Resolution No. 2024-097, is hereby referred to, adopted and made part of this ordinance as if fully set out here.

Section 2. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owner and its successors in interest (all of whom are collectively included in the term “Property Owners” in the following conditions):

1. All of the rezoning conditions of Ordinance No. 90.04, Ordinance No. 99.13, and Ordinance No. 2005.05 that are applicable to the Rezoning Area remain applicable to the Rezoning Area except for any conditions that have been previously modified or are modified by this amendment, in which case the modified condition will take precedence.
2. The development proposed by this Rezoning shall be consistent with the Amended and Restated Vanderbilt Farms Development Agreement (the “Agreement”) recorded in the office of the Pima County Recorder at Sequence No. 20201810352, except for any condition(s) that are modified by this amendment, in which case the modified condition will take precedence. In the event of any express conflict, the Monarch at Rancho Marana West Specific Plan Amendment shall control over the terms of the Agreement as to any zoning or other legislative matter, and the Agreement shall control over the terms of the Monarch at Rancho Marana West Specific Plan Amendment as to any administrative or procedural matter.
3. Compliance with all applicable provisions of the Town’s codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
4. Any preliminary plat or development plan for any portion of the Rezoning Area shall be in general conformance with the tentative development plan presented to and approved by the Town Council as part of this Rezoning.
5. Within 60 days after the adoption of this ordinance, the Property Owners shall provide the Development Services Department with two bound copies, and two electronic copies in PDF format of the approved Monarch at Rancho Marana West Specific Plan Amendment.

Section 3. All ordinances, resolutions and motions and parts of ordinances, resolutions, and motions of the Marana Town Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana,

Arizona, this 15th day of October, 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

EXHIBIT A to Ordinance No. 2024.022

Legal Description

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

Blocks 2-3, 6-10 and 11A of Vanderbilt Farms, according to the Re-Plat of Final Block Plat of Vanderbilt Farms as recorded in the Office of the County Recorder of Pima County, Arizona, as Sequence No. 20201810353

MARANA RESOLUTION NO. 2024-097

RELATING TO DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE MONARCH AT RANCHO MARANA WEST SPECIFIC PLAN AMENDMENT ADOPTED BY ORDINANCE NO. 2024.022

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Monarch at Rancho Marana West Specific Plan Amendment adopted by Ordinance No. 2024.022 and attached to and incorporated in this resolution as Exhibit A, one electronic and one paper copy of which are on file in the office of the Town Clerk, is hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of October, 2024.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

MONARCH AT RANCHO MARANA WEST

SPECIFIC PLAN AMENDMENT

AUGUST 2024

Project Number: PCZ2403-001



THE
PLANNING CENTER
PLANNING | LANDSCAPE ARCHITECTURE 

MONARCH AT RANCHO MARANA WEST
AN AMENDMENT TO THE RANCHO MARANA WEST SPECIFIC PLAN
Marana, AZ

Submitted to:



TOWN OF MARANA
11555 W Civic Center Drive
Marana, AZ 85653
520-382-2600

Prepared for:



SBH MARANA, LP ("SBH MARANA")
44 East Broadway Boulevard, Suite-C
Tucson, AZ 85701
Telephone: (520) 977-5280

Prepared By:



THE PLANNING CENTER
2 East Congress Street, Suite 600
Tucson, Arizona 85701
Telephone: (520) 623-6146

AUGUST 2024

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MONARCH AT RANCHO MARANA WEST

SPECIFIC PLAN AMENDMENT

PART I: PROJECT OVERVIEW



THE
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I. PROJECT OVERVIEW

On behalf of SBH Marana, The Planning Center is proud to present Monarch at Rancho Marana West, also known as 'Monarch,' an approximately 249-acre Special Planning Area located within the Rancho Marana West Specific Plan (RMWSP). Similar to the Rancho Marana West Town Center Specific Plan Amendment approved in 2008 by the Town Council, Monarch at Rancho Marana West intends to establish flexible development standards and regulations for the vacant 249-acre area to allow for additional residential opportunities and other non-residential activities in a location within proximity to Town Hall and currently burgeoning with market interest and development.

To achieve this, a major amendment to the RMWSP is proposed to delineate Monarch as a Special Planning Area within the Specific Plan. Just as the Town Center amendment did, Monarch at Rancho Marana West aims to establish a branded and stand-alone regulatory document for the master-planned community SBH Marana intends to develop. Monarch at Rancho Marana West proposes to alter the existing land use designations and development regulations of the RMWSP for the 249-acre area to better align with the Vanderbilt Farms Final Block Plat approved in 2020, the surrounding development patterns, and the Town's current land development code while addressing the current housing challenges in the greater community.

Monarch looks to include opportunities for additional housing options, including single-family residences, multi-family communities (build-for-rent or garden-style apartments), and assisted-living facilities, as well as opportunities for other employment-generating and freeway-oriented commercial uses. The flexibility this amendment affords allows Monarch at Rancho Marana West to develop in a manner responsive to current and future market trends and fluctuations.

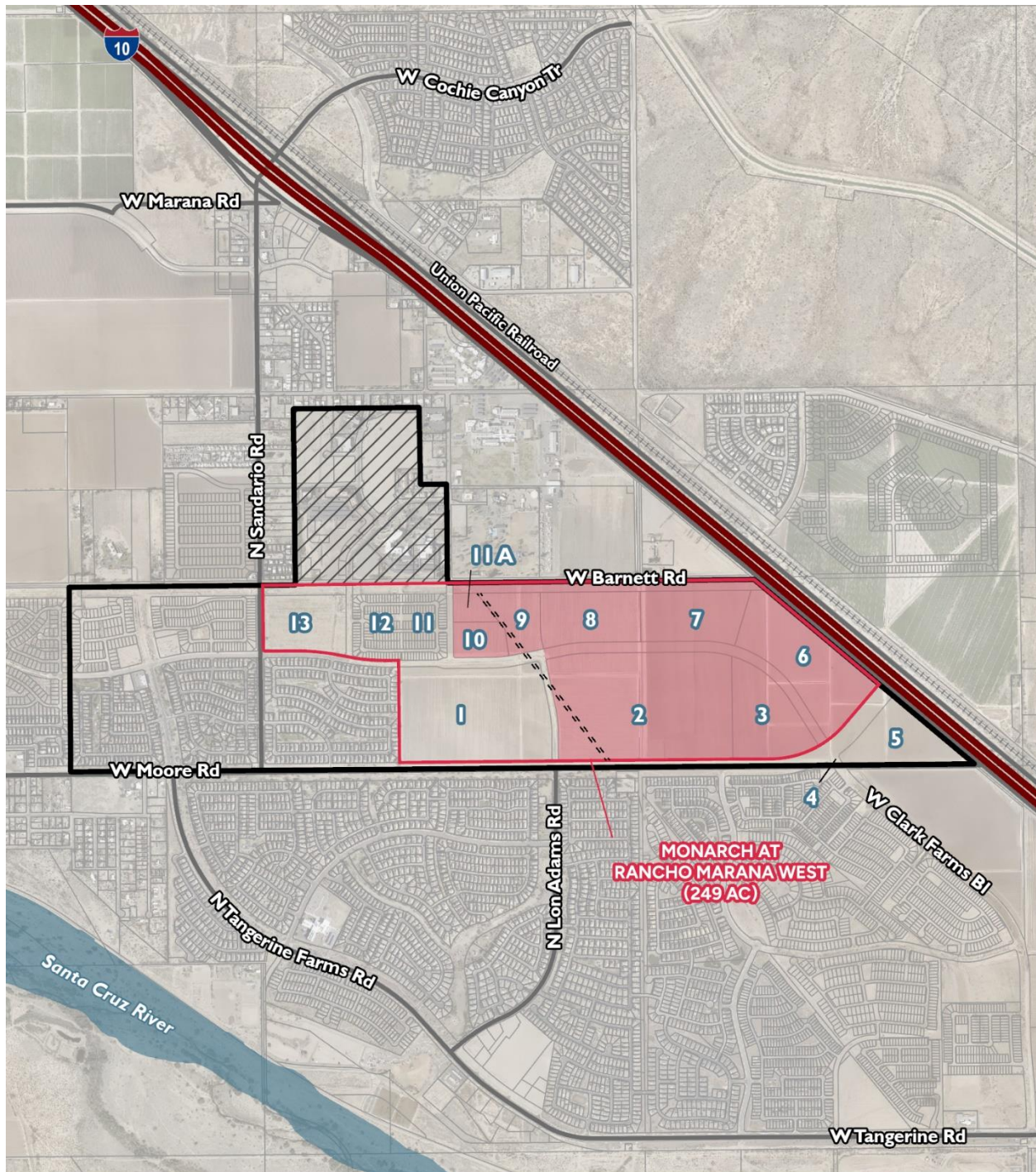
A. LOCATION AND EXISTING CHARACTERISTICS

Monarch at Rancho Marana West is in North Marana, generally south of the Marana Municipal Complex and Ora Mae Harn Park in Sections 26 and 27 of Township 11 South, Range 11 East. The subject property is bordered by Barnett Road to the north, Lon Adams Road to the west, Moore Road and Gladden Farms to the south, and Interstate 10 (I-10) to the east. Monarch consists of eight parcels within the Vanderbilt Farms Block Plat (refer to Sequence No. 20201810353), which are mainly used for agricultural purposes or are vacant. Right-of-ways for Clark Farms Boulevard, Lon Adams Road, Moore Road, and the Barnett Channel are included within the planning boundary and remain as originally planned. **EXHIBIT I.A: LOCATION MAP** and the table below (**TABLE I.A: PARCEL DETAILS**) describes the parcels included in this major plan amendment request. It should be noted that the acreages listed in Table I.A have been adjusted to reflect the acreages for each block as listed on the approved re-plat of the Vanderbilt Farms subdivision.

TABLE I.A: PARCEL DETAILS

BLOCK NO. (PER PLAT)	PARCEL DESIGNATION (PER RMWSP)	ASSESSOR PARCEL NUMBER	ACREAGE
2	23	217-39-0170	83.91
3	25	217-39-0180	25.52
6	26	217-39-0210	40.15
7	24	217-39-0220	23.20
8	22	217-39-0230	22.70
9	13	217-39-0240	11.60
10	12	217-39-0250	8.18
11	11A	217-39-0260	4.43
Monarch at Rancho Marana West Special Planning Area			219.69
Public Rights-of-Way			29.09
Total			248.78

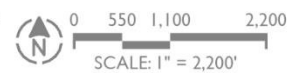
EXHIBIT I.A: LOCATION MAP



- LEGEND**
- Monarch At Rancho Marana West Special Planning Area
 - Monarch Master Planned Community
 - Rancho Marana West Town Center Planning Area
 - Rancho Marana West Specific Plan

- Parcels
- Major Wash
- Interstates
- Major Streets
- Railroads
- El Paso Natural Gas Easement

Block No. Per Approved Plat



SOURCE: Pima County GIS
PROJECT: AGS-11 Maps
FILE NAME: Location Map DATE: 7/10/2024

B. BACKGROUND

SBH Marana has diligently worked with the Town of Marana for the past few years to establish plats for the western portion of Monarch (Blocks 1, 11, 12, and 13). In 2022, an administrative amendment was approved to RMWSP to allow for additional single-family homes in Block 13 in response to market interest received by the homebuilding community. In April 2023, final plats were approved and recorded for Blocks 1, 11, 12 and 13 (refer to **EXHIBIT I.A: LOCATION MAP** for the location of these blocks). Additionally, these blocks are not included in this proposed amendment but are still part of the overall Monarch Master Planned Community. Despite the shift in market demands due to interest rate increases, SBH Marana continues to receive interest from both residential and non-residential users at Monarch as it is the next logical progression for development between Town Hall and Gladden Farms.

An amendment to the RMWSP is being pursued to position Monarch to respond to current and future market interests as a result of the anticipated workforce growth associated with the Southern Arizona Logistics Center and the future I-10 interchange at Moore Road.

C. MAKE MARANA GENERAL PLAN 2040

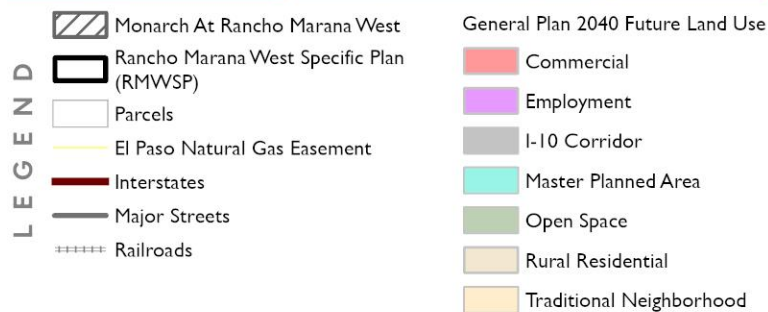
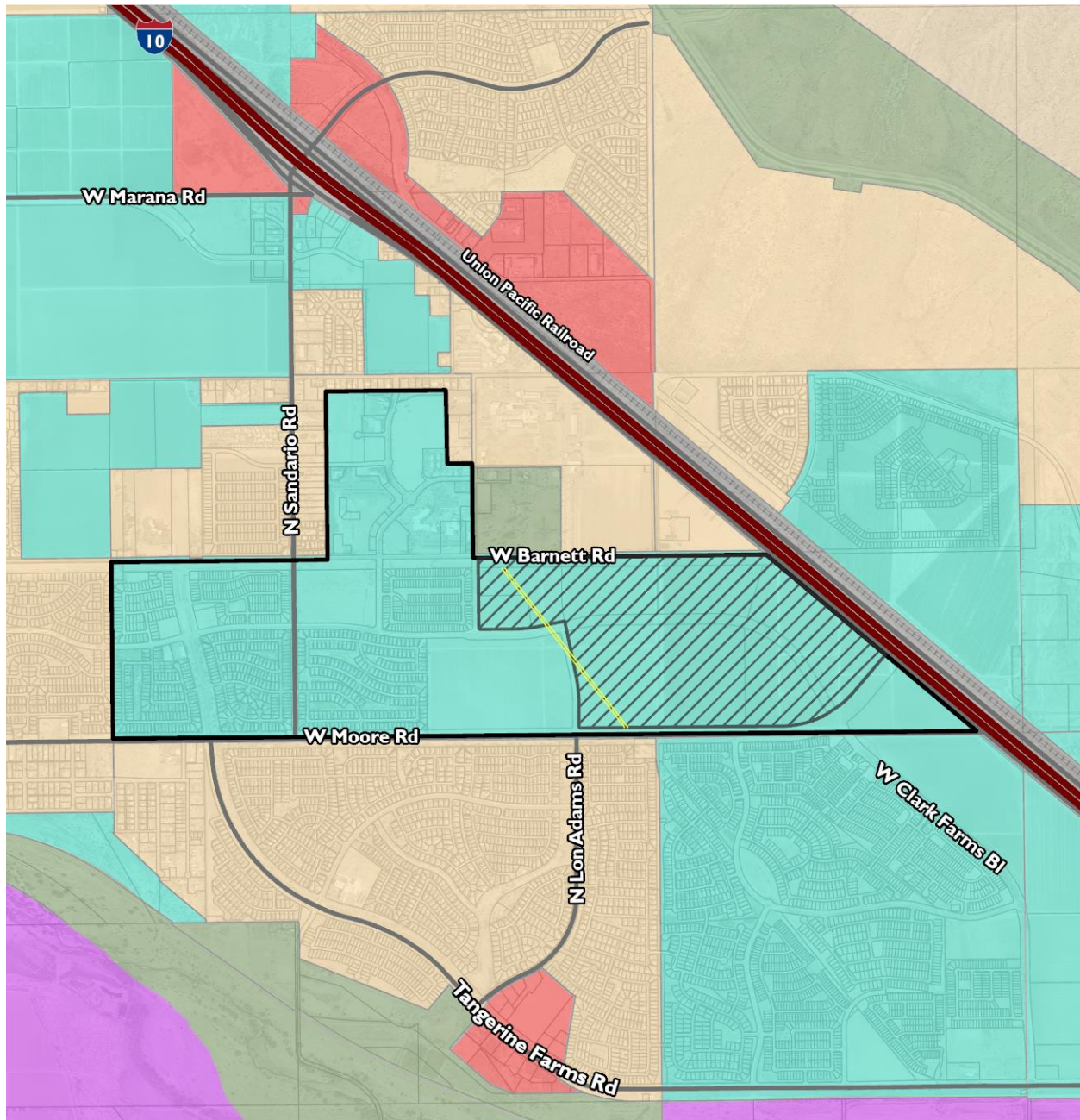
According to the Marana General Plan, *Make Marana 2040*, Monarch at Rancho Marana West is located within the Central Growth Area and has a land use designation of Master Planned Area (refer to **EXHIBIT I.C: MAKE MARANA 2040 GENERAL PLAN MAP**). The Central Growth Area will function as the central activity hub, providing new residential developments that support robust commercial activities and opportunities for gathering spaces, employment, shopping, dining, and the like. Monarch at Rancho Marana West furthers the Town's vision for the Central Growth Area as it increases development flexibility so that this area of Marana can provide a range of housing options and other non-residential uses that serve the surrounding communities. Delineating Monarch as a Special Planning Area within the RMWSP affords opportunities for housing diversity in an area that is otherwise dominated by single-family residences and promotes the conversion of fallow former farmland into an attractive master-planned community in the heart of Marana. As echoed in *Make Marana 2040* and RMWSP, Monarch aims to promote connectivity and accessibility to housing, employment, goods and services, and recreation opportunities.

In addition to furthering *Make Marana 2040*'s vision for the Central Growth Area, Monarch is consistent with and supports the following goals and policies:

- **Goal BE-7** – *Residential areas are well-served by a full range of supporting land uses that contribute to a balanced community.*
 - **Policy BE 7-1** – *Incorporate the full range of uses to support the ultimate build-out population in development proposals for large scale residential areas that support the neighborhood community.*
 - **Policy BE 7-2** – *Promote a walkable community by centrally locating institutional uses, civic uses, public spaces, and open spaces within the residential developments.*

- **Goal BE-27** – *Marana maintains a diverse housing stock that accommodates the various housing needs of all residents.*
 - **Policy BE 27-2** – *Encourage a range of housing types, housing sizes, and lot sizes that foster a variety of options, such as detached single-family homes, attached single-family homes, and multi-family units that increase choices throughout the community.*
- **Goal PC-24** – *New residential developments feature accessible park and recreational amenities that are integrated and connected to the Town-wide network.*
 - **Policy PC 24-3.** *Support the development of recreational facilities in existing and new residential developments.*
- **Goal PC-33** – *Marana's neighborhoods are thriving, desirable destinations for current residents and relocating families*
 - **Policy PC 33-3** – *Encourage an appropriate mix of land uses and amenities within neighborhoods that enhances the overall quality of life and provides proximity to daily needs for residents.*

EXHIBIT I.D: MAKE MARANA 2040 GENERAL PLAN MAP



SOURCE: Pima County GIS, Town of Marana
PROJECT: AGS-11 Maps
FILE NAME: General Plan Map

MONARCH AT RANCHO MARANA WEST

SPECIFIC PLAN AMENDMENT

PART II: PLAN AMENDMENT PROPOSAL



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II. PLAN AMENDMENT PROPOSAL

A. PURPOSE

Marana has experienced tremendous growth in the past few decades due in part to the successful planning of master-planned communities as well as the continued housing growth in support of commercial uses and employment areas. SBH Marana seeks to continue this pattern of effective growth by developing the vacant 249-acre site known as Monarch at Rancho Marana West in a manner that is responsive to current market demands.

The establishment of flexible development standards and regulations for Monarch at Rancho Marana West will allow for additional housing options, as well as other non-residential activities in an attractive location near Town Hall, which is currently burgeoning with market interest and development.

In order to achieve this, this major amendment to the RMWSP proposes to:

1. Delineate Monarch as a Special Planning Area similar in nature to the nearby Marana Town Center Special Planning Area to allow SBH Marana to tailor development parameters for Monarch that align with their branded vision for this master-planned community and are consistent with the original Specific Plan's vision.
2. Establish a stand-alone document utilizing RMWSP as a foundational basis, with alterations to the overall land use plan and development regulations to better align with the Town's current land development code and to allow for residential and non-residential developments that align with current market trends and the surrounding communities.
3. Update the land use plan to reflect anticipated lot line reconfigurations (i.e., revise the lot lines for Blocks No. 9/10 to include the portion of Block No. 10 that is bifurcated by the El Paso Natural Gas Line into Block No. 9, and the lot line for Block 2 to establish a new block 'Block 2A').
4. Address the need for approved conveyance of Block 4 (Parcel 27) to the Town of Marana.

B. EXISTING LAND USE PLAN

The 249-acre site currently contains a variety of land uses that are intended to provide a variety of housing options and commercial/employment opportunities along major streets or the interstate with lower-intensity residential uses located internal to those. As demonstrated in **EXHIBIT II.B: EXISTING LAND USE PLAN**, the site's existing land use designations include Medium Density Residential (MDR), Medium-High Density Residential (MHDR), High Density Residential (HDR), Commercial (C-1), and Employment Center (EC). **TABLE II.B: EXISTING LAND USE PLAN SUMMARY** details each development as it currently exists within the RMWSP.

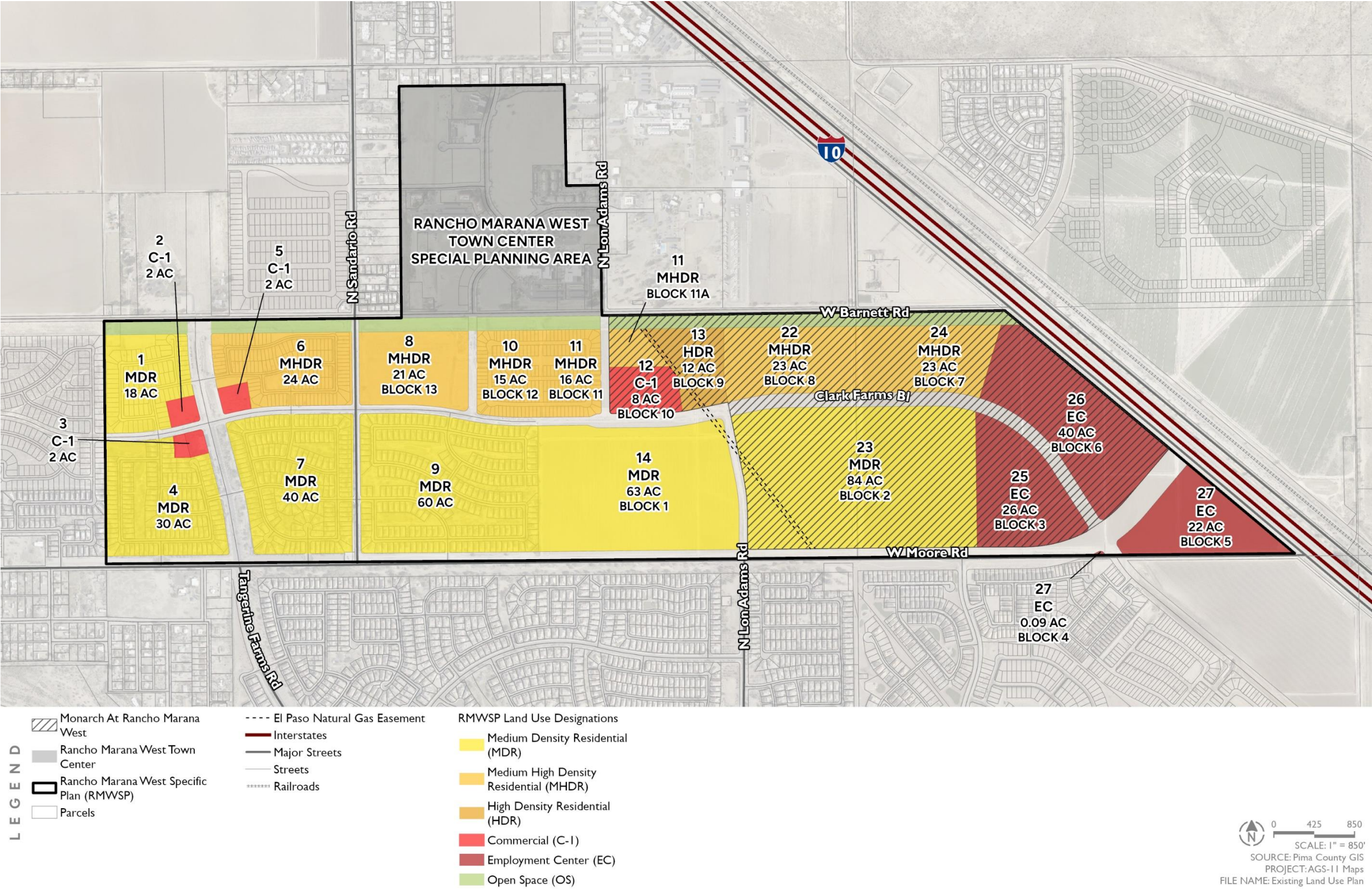
TABLE II.B: EXISTING LAND USE PLAN SUMMARY

BLOCK NO. (PER PLAT)	PARCEL DESIGNATION (PER RMWSP)	LAND USE DESIGNATION	ACREAGE*	DWELLING UNIT RANGE PER ACRE	NUMBER OF DWELLING UNITS	TARGET DENSITY	TARGET DWELLING UNITS
2	23	MDR	83.91	3.0-6.0	294-588	4.0	392
3	25	EC	25.52	N/A	-	-	-
4	27	EC	0.09	N/A	-	-	-
6	26	EC	40.15	N/A	-	-	-
7	24	MHDR	23.20	6.0-10.0	144-240	8.0	192
8	22	MHDR	22.70	6.0-10.0	144-240	8.0	168
9	13	HDR	11.60**	10.0-20.0	110-220	15.0	165
10	12	C-1	8.18**	N/A	-	-	-
11A	11	MHDR	4.43	6.0-10.0	108-180	8.0	44
Public Right-of-Way			29.09 AC	-	-	-	-
Totals			248.87 AC	-	1,238-2,272	-	1,669

*Acreages listed above have been adjusted to reflect the approximate acreage for each block as platted on the approved re-plat of the Vanderbilt Farms subdivision and differ from those originally listed in the RMWSP as right-of-way was previously included in the overall acreage for each parcel and since has been dedicated to the Town as right-of-way. All other items listed (i.e., Number of Dwelling, Target Density, Target Dwelling Units, etc.) in the table reflect the figures as originally planned and listed in the RMWSP.

** Figure listed above reflects the acreage listed for the block as represented on the approved re-plat and does not reflect any anticipated block line reconfigurations.

EXHIBIT II.B: EXISTING LAND USE PLAN



C. PROPOSED LAND USE PLAN

In order to develop Monarch as the branded community SBH Marana envisions, revisions to the land use designations are proposed to allow for development in response to current market conditions. The Monarch at Rancho Marana West Land Use Plan proposes to modify the land use designations for Blocks No. 2, 10, and 11A, (or Parcel Designations 11A, 13, and 23) from their current designations – MDR (Block 2), MHDR (Block 11A) and C-1 (Block 10) to HDR (Blocks 10 and 11A) and MHDR and C-1 (Block 2/2A). The Monarch Land Use Plan also reconfigures the lot lines for Block 10 (Parcel Designation 12) to incorporate portions of Block 9 (Parcel Designation 13) that the El Paso Natural Gas Line bisects, creating a larger Block 10 and smaller Block 9. The portion of Block 2 bisected by the El Paso Natural Gas Line creates a new block, 'Block 2A', in anticipation of a future re-plat. All public rights-of-way as dedicated to the Town per revised Vanderbilt Plat and the El Paso Natural Gas easement are to remain unless modified at the time of development in conjunction with the Town Engineer and Town Attorney, and El Paso Natural Gas Company (refer to **EXHIBIT II.C: MONARCH AT RANCHO MARANA LAND USE PLAN**).

Monarch at Rancho Marana West also proposes to include additional by-right uses to the Employment Center (EC) land use designation that are supportive and compatible with the existing and planned neighborhoods. Such uses may consist of multi-family residential in accordance with HDR land use designation as listed herein, indoor self-storage facilities, assisted living/memory care facilities, drive-thru restaurants, communication towers, and other compatible uses listed in the C-1 land use designation within the RMWSP or the Town's Village Commercial (VC) zone. Additionally, Monarch at Rancho Marana proposes to modify the allowable commercial uses with the C-1 land use designation so that permissible uses are more in line with the Town's Neighborhood Commercial (NC) Zone and more compatible with the existing/proposed residential communities than those currently listed in the RMWSP.

TABLE II.C: MONARCH AT RANCHO MARANA LAND USE PLAN SUMMARY details the proposed revisions to the land use plan and provides the anticipated density, dwelling unit ranges, and target unit count.

TABLE II.C.1: MONARCH AT RANCHO MARANA LAND USE PLAN SUMMARY

BLOCK NO. (PER PLAT)	PARCEL DESIGNATION (PER RMWSP)	LAND USE DESIGNATION	PROPOSED LAND USE DESIGNATION	ACREAGE*	DWELLING UNIT RANGE PER ACRE	NUMBER OF DWELLING UNITS	TARGET DENSITY	TARGET DWELLING UNITS
2	23	MDR	MHDR	75.50	6.0-10.0	453-755	8.0	342
2A	23A	MDR	C-1	8.40	10.0-20.0	84-168	15.0	-
3	25	EC	EC	25.52	10.0-20.0	128-255	15.0	113****
4	27	EC	EC	0.09	-	-	-	-
6	26	EC	EC	40.15	10.0-20.0	200-400	15.0	300***
7	24	MHDR	MHDR	23.20	6.0-10.0	139-232	8.0	124
8	22	MHDR	MHDR	22.70	6.0-10.0	136-227	8.0	108
9*	13	HDR	HDR	10.73	10.0-20.0	107-215	15.0	74
10*	12	C-1	HDR	9.06	10.0-20.0	91-181	15.0	100
11A	11	MHDR	HDR	4.43	10.0-20.0	44-89	15.0	50
Public Right-of-Way				29.09	-	-	-	-
Totals				248.87	-	1,382-2,522	-	1,211

*Acreages listed above have been adjusted to reflect the approximate acreage for each block as platted on the approved re-plat of the Vanderbilt Farms subdivision and differ from those originally listed in the RMWSP as right-of-way was previously included in the overall acreage for each parcel and since has been dedicated to the Town as right-of-way. All other items listed (i.e., Number of Dwelling, Target Density, Target Dwelling Units, etc.) in the table reflect the figures as originally planned and listed in the RMWSP or as modified with this Plan Amendment request.

** Figures listed above reflect the acreage listed for each block as represented on the approved re-plat and the anticipated block line reconfigurations for Block No. 9 and Block No. 10.

***Target Unit Count assumes a hypothetical scenario where only half the acreage for the block is used for residential uses for planning purposes only and is subject to change at the time of the development upon further studies.

****The Proposed Target Dwelling Unit counts for these blocks is based on planned residential projects.

TABLE II.C.2: EXISTING AND PROPOSED DWELLING UNITS

BLOCK NO. (PER PLAT)	PARCEL DESIGNATION (PER RMWSP)	LAND USE DESIGNATION	PROPOSED LAND USE DESIGNATION	ACREAGE*	ORIGINAL TARGET DWELLING UNITS	PROPOSED TARGET DWELLING UNITS	DIFFERENCE IN TARGET DWELLING UNITS
2	23	MDR	MHDR	75.50	392	342***	(50)
2A	23A	MDR	C-1	8.40	-	-	-
3	25	EC	EC	25.52	-	113***	113
4	27	EC	EC	0.09	-	-	-
6	26	EC	EC	40.15	-	300***	300
7	24	MHDR	MHDR	23.20	192	124****	(68)
8	22	MHDR	MHDR	22.70	168	108****	(60)
9*	13	HDR	HDR	10.73	-	74****	74
10*	12	C-1	HDR	9.06	165	100****	(65)
11A	11	MHDR	HDR	4.43	-	50****	50
Public Right-of-Way				29.09		-	
Totals				248.78	917	1,211	294

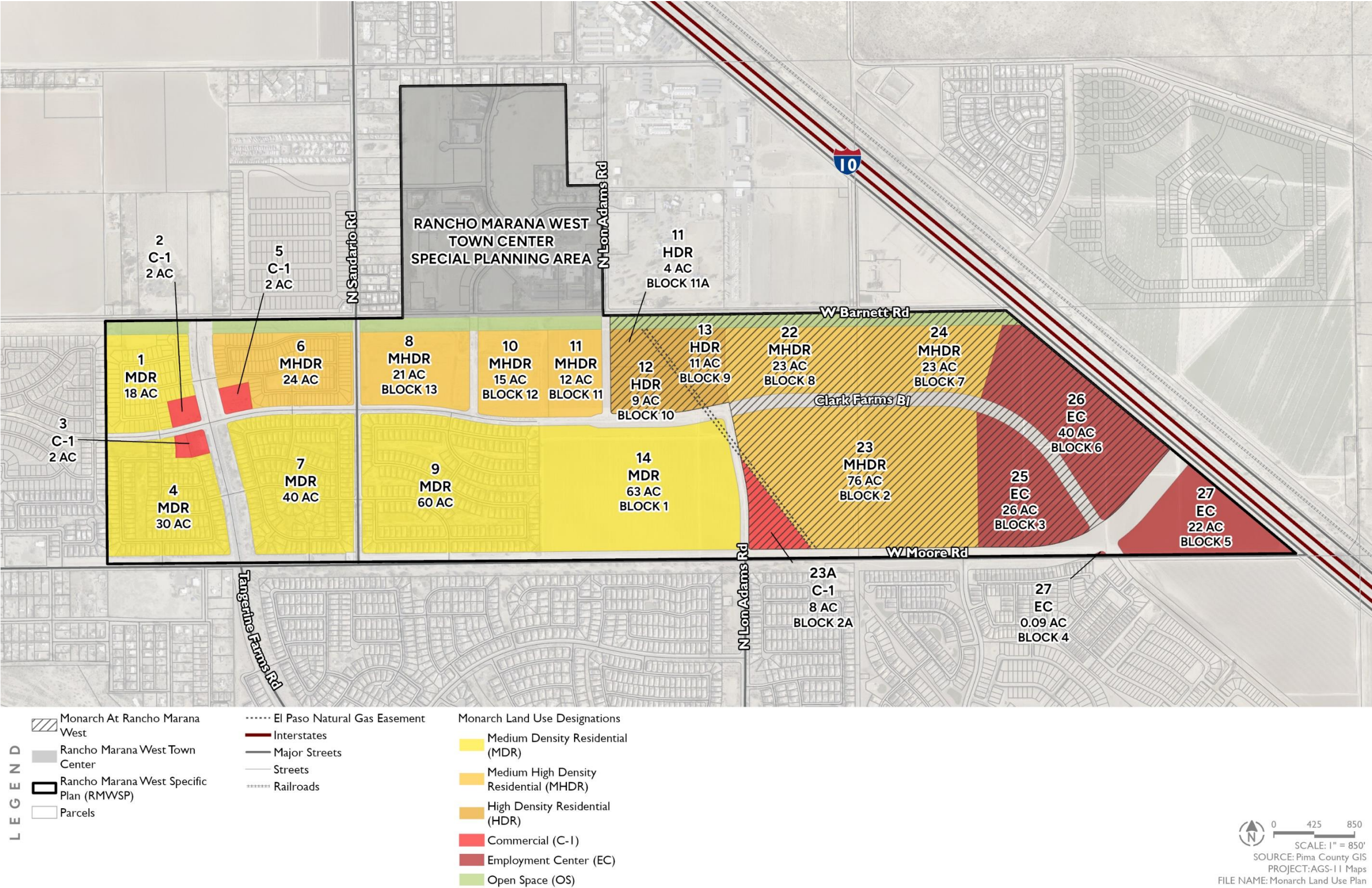
*Acreages listed above have been adjusted to reflect the approximate acreage for each block as platted on the approved re-plat of the Vanderbilt Farms subdivision and differ from those originally listed in the RMWSP as right-of-way was previously included in the overall acreage for each parcel and since has been dedicated to the Town as right-of-way. All other items listed (i.e., Number of Dwelling, Target Density, Target Dwelling Units, etc.) in the table reflect the figures as originally planned and listed in the RMWSP or as modified with this Plan Amendment request.

** Figures listed above reflect the acreage listed for each block as represented on the approved re-plat and the anticipated block line reconfigurations for Block No. 9 and Block No. 10.

***Target Unit Count assumes a hypothetical scenario where only half the acreage for the block is used for residential uses for planning purposes only and is subject to change at the time of the development upon further studies.

****The Proposed Target Dwelling Unit counts for these blocks is based on planned residential projects.

EXHIBIT II.C: MONARCH AT RANCHO MARANA WEST LAND USE PLAN



MONARCH AT RANCHO MARANA WEST

SPECIFIC PLAN AMENDMENT

PART III: DEVELOPMENT REGULATIONS



THE
PLANNING CENTER
PLANNING | LANDSCAPE ARCHITECTURE 

III. DEVELOPMENT REGULATIONS

The following regulations will serve as the primary mechanism for the implementation of the use of land within the Monarch at Rancho Marana West Specific Plan, which proposes five land uses – Medium Density Residential (MDR), Medium-High Density Residential (MHDR), High-Density Residential (HDR), Commercial (C-1), and Employment Center (EC). These regulations establish the intensity and character of the community by prescribing site-specific standards that are tailored in response to market conditions. The regulations contained herein provide an appropriate amount of flexibility to anticipate future needs and to achieve compatibility with surrounding land uses and shall supersede Chapter 17 of the Marana Town Code. Where these regulations are silent, the development regulations and standards as prescribed by Chapter 17 of the Marana Town Code for the “base zone” indicated for each land use designation apply.

If an issue, situation, or condition arises that is not addressed by this Specific Plan amendment, the applicable sections of the original specific plan (RMWSP) or the Marana Town Code that are in place at the time of development apply. All construction and development within the Monarch planning boundary shall comply with applicable provisions of various codes and regulations adopted by the Town of Marana, including, but not limited to, mechanical codes, electrical codes, plumbing codes, fire codes, and grading/excavation codes current at the time of development.

A. MEDIUM DENSITY RESIDENTIAL (MDR)

1. PURPOSE AND INTENT

The MDR land use designation is primarily intended as a district for single-family homes, with a variety of housing sizes and recreational amenities, and containing a quality design. The Medium Density Residential development regulations presented herein were formulated utilizing the basic parameters of the R-4 Zone as prescribed by Chapter 17-4 of the Marana Town Code, which shall serve as the base zone for this land use designation.

2. PERMITTED LAND USES

The following uses shall be permitted in the MDR land use designation:

- Uses as permitted in the Garden Residential (GR) Zoning Group prescribed by Chapter 17-4-2 of the Marana Town Code;
- One single-family residential detached home;
- Churches, synagogues, and other places of worship;
- Public parks and playgrounds;
- Public schools; and,
- Uses similar to those listed above in this section, as deemed appropriate by the Zoning Administrator.

3. DEVELOPMENT STANDARDS

Development within the MDR land use designation is subject to the following standards.

Residential Uses

- Minimum Lot Size: 6,000 square feet
- Minimum Lot Boundary Setbacks:
 - Front: 16 Feet Minimum to Building, except where garages open or face directly onto the abutting street or alley, in which case the garage setback shall be a minimum of 18 feet. The Garage setback may be reduced to minimum of 5 feet where a minimum of one guest parking space and one garage space is provided per unit.
 - Side Abutting a Street: 10 Feet
 - Side: 5 Feet
 - Rear: 10 Feet, except that an attached patio structure that is open and unenclosed on three sides, may be a minimum of 5 feet from rear and side property lines, as measured from the structure.
- Maximum Lot Coverage: 75%
- Maximum Building Height: 30 feet
- Minimum Recreation or active common area: 185 square feet per unit (based on existing development agreement)
- Separation between buildings:
 - 10 Feet minimum distance between single family detached (main) buildings
 - 5 Feet minimum distance between main building and an accessory building or two accessory buildings shall be 5 foot minimum

Non-Residential Uses

- Minimum Site Area: 1 acre
- Minimum Site Setbacks:
 - Front: 20 feet
 - Side: 20 feet
 - Rear: 20 feet
- Maximum Lot Coverage: 50%
- Maximum Building Height: 30 feet
- Separation Between Buildings: per governing building/fire code

B. MEDIUM-HIGH DENSITY RESIDENTIAL (MHDR)

1. PURPOSE

The MHDR land use designation provides for and encourages the development of a variety of housing types, including multi-family residential options such as garden-style apartments or build-for-rent units, as well as opportunities for neighborhood-scale commercial uses. This land use designation intends to permit medium-high density urban development with a mixture of uses of

similar intensities that provide services to the community. The Medium-High Density Residential development regulations presented herein were formulated utilizing the basic parameters of the R-3 and MR-2 Zones as prescribed by Chapter 17-4 of the Marana Town Code, which shall serve as the base zone for this land use designation.

2. PERMITTED LAND USES

The following uses shall be permitted in the MHDR land use designation:

- Uses as permitted in the Garden Residential (GR) Zoning Group prescribed by Chapter 17-4-2 of the Marana Town Code;
- Uses as permitted in the Medium Density Residential (MDR) land use designation of the Monarch at Rancho Marana West Specific Plan, subject to Section III.B.4 below;
- Single-family attached home, subject to Section III.B.4 below;
- Multi-family residential;
- Assisted living centers;
- Childcare facilities;
- Personal services, as defined by Chapter 17-1-6(A)(149) of the Marana Town Code; and,
- Uses similar to those listed above in this section, as deemed appropriate by the Zoning Administrator.

3. CONDITIONAL USES

- Wireless communication facilities, subject to Chapter 17-18 (Wireless Communication Facilities) of the Marana Town Code

4. DEVELOPMENT STANDARDS

Development within the MHDR land use designation is subject to the following standards.

Residential Uses

Single-Family Residential

- Minimum Lot Size: 4,500 square feet
- Minimum Lot Boundary Setbacks:
 - Front: 16 Feet Minimum to Building, except where garages open or face directly onto the abutting street or alley, in which case the garage setback shall be a minimum of 18 feet. The Garage setback may be reduced to minimum of 5 feet where a minimum of one guest parking space and one garage space is provided per unit.
 - Side Abutting a Street: 10 Feet
 - Side: 5 Feet
 - Rear: 10 Feet, except that an attached patio structure that is open and unenclosed on three sides, may be a minimum of 5 feet from rear and side property lines, as measured from the structure.

- Maximum Building Height: 30 feet
- Maximum Lot Coverage: 75%
- Minimum Recreation or active common area: 185 square feet per unit (based on existing development agreement)
- Separation between buildings:
 - 10 Feet minimum distance between single family detached (main) buildings
 - 5 Feet minimum distance between main building and an accessory building or two accessory buildings shall be 5 foot minimum

Multi-Family Residential

- Minimum Site Area: none
- Maximum Density: 20 units per acre
- Minimum Site Setbacks:
 - Front: 20 feet
 - Side: 20 feet
 - Rear: 20 feet
- Maximum Lot Coverage: 75%
- Maximum Building Height: 30 feet
- Minimum Recreation or active common area:
 - Apartment or Condominium: 100 square feet per unit
 - Townhome or Patio Home: 140 square feet
- Separation Between Buildings: per governing building/fire code

Non-Residential Uses

- Minimum Site Area: none
- Minimum Site Setbacks:
 - Front: 20 feet
 - Side: 20 feet
 - Rear: 20 feet
 - Rear Adjacent to Residential: 25 feet
- Maximum Lot Coverage: 50%
- Maximum Building Height: 30 feet
- Separation Between Buildings: per governing building/fire code

C. HIGH DENSITY RESIDENTIAL (HDR)

1. PURPOSE

The HDR land use designation provides for and encourages the development of a variety of housing types, including multi-family residential options such as garden-style apartments or build-for-rent units, as well as opportunities for neighborhood-scale commercial uses. The intent of this land use designation is to permit high-density urban development with a mixture of similar intensities. The High Density Residential development regulations presented herein were

formulated utilizing the basic parameters of the MR-1 Zone as prescribed by Chapter 17-4 of the Marana Town Code, which shall serve as the base zone for this land use designation.

2. PERMITTED LAND USES

The following uses shall be permitted in the HDR land use designation:

- Uses as permitted in the Multi-Family Residential (MR) Zoning Group prescribed by Chapter 17-4-2 of the Marana Town Code;
- Single-family residential as permitted in the MHDR land use designation outlined herein;
- Multi-family residential, subject to Section III.C.4 below;
- Assisted living centers;
- Childcare facilities;
- Personal services, as defined by Chapter 17-1-6(A)(149) of the Marana Town Code; and,
- Uses similar to those listed above in this section, as deemed appropriate by the Zoning Administrator.

3. CONDITIONAL USES

- Wireless communication facilities, subject to Chapter 17-18 (Wireless Communication Facilities) of the Marana Town Code

4. DEVELOPMENT STANDARDS

Development within the HDR land use designation is subject to the following standards.

Residential Uses

Multi-Family Residential

- Minimum Site Area: none
- Maximum Density: 30 units per acre
- Minimum Site Setbacks:
 - Front: 20 feet
 - Side: 20 feet
 - Rear: 20 feet or 10 feet when adjacent to the El Paso Natural Gas Line easement
- Maximum Lot Coverage: 75%
- Maximum Building Height: 40 feet
- Minimum Recreation or active common area:
 - Apartment or Condominium: 100 square feet per unit
 - Townhome or Patio Home: 140 square feet
- Separation Between Buildings: per governing building/fire code

Non-Residential Uses

- Minimum Site Area: none
- Minimum Site Setbacks:

- Front: 20 feet
- Side: 20 feet
- Rear: 20 feet
- Maximum Lot Coverage: 50%
- Maximum Building Height: 40 feet
- Separation Between Buildings: per governing building/fire code

D. COMMERCIAL (C-1)

1. PURPOSE

The C-1 zone is intended to provide for the conduct of indoor business serving neighborhood residential area needs including retail sales of convenience goods and services, shopping goods and services and other defined goods and professional services and to insure compatibility with adjacent residential uses. It is intended that these activities will provide local business and employment opportunities for Marana. The Commercial development regulations presented herein were formulated utilizing the basic parameter of the NC Zone as prescribed by Chapter 17-4 of the Marana Town Code, which shall serve as the base zone for this land use designation.

2. PERMITTED LAND USES

The following uses shall be permitted in the C-1 land use designation:

- Uses as permitted in the Neighborhood Commercial (NC) Zoning Group prescribed by Chapter 17-4-2 of the Marana Town Code
- Residential uses as permitted in the MHDR land use designation as outlined herein.
- Self-storage, indoor
- Apparel stores;
- Appliance stores;
- Automotive supplies;
- Banks and financial institutions, excluding drive-through and outdoor teller facilities;
- Barber and beauty shops;
- Bicycle shops;
- Child care institutions;
- Churches, temples, and other places for religious services;
- Clinics: medical, dental, and veterinary (completely enclosed)
- Clothes cleaning, pressing, and tailoring shops (completely enclosed)
- Department stores
- Drug stores
- Florist shops
- Food stores, including delicatessens, candy stores, and dairy product sales
- Furniture stores;

- Grocery stores;
- Hardware stores;
- Home improvement centers;
- Laundromats;
- Office buildings;
- Office equipment sales and services;
- Package liquor stores;
- Personal Services, as defined by Chapter 17-1-6(A)(149) of the Marana Town Code;
- Pet and pet supply stores;
- Pet shops (completely enclosed);
- Public service facilities (government, civic, utility);
- Restaurants, including carry-out establishments, but excluding drive-in service;
- Stationery stores;
- Theaters, not including drive-ins;
- Schools of business, language, music, dance, and art (may require reasonable soundproofing);
- Shoe repair shops;
- Showroom catalog stores;
- Super drug stores;
- Supermarkets;
- Variety stores; and,
- Such other comparable uses deemed appropriate by the Zoning Administrator.

3. CONDITIONAL USES

- Wireless communication facilities, subject to Chapter 17-18 (Wireless Communication Facilities) of the Marana Town Code

4. DEVELOPMENT STANDARDS

Development within the C-1 land use designation is subject to the following standards.

Residential Uses

Single-Family Residential

- Minimum Lot Size: 4,500 square feet
- Minimum Lot Boundary Setbacks:
 - Front: 16 Feet Minimum to Building, except where garages open or face directly onto the abutting street or alley, in which case the garage setback shall be a minimum of 18 feet. The Garage setback may be reduced to minimum of 5 feet

where a minimum of one guest parking space and one garage space is provided per unit.

- Side Abutting a Street: 10 Feet
- Side: 5 Feet
- Rear: 10 Feet, except that an attached patio structure that is open and unenclosed on three sides, may be a minimum of 5 feet from rear and side property lines, as measured from the structure.
- Maximum Building Height: 30 feet
- Maximum Lot Coverage: 75%
- Minimum Recreation or active common area: 185 square feet per unit (based on existing development agreement)
- Separation between buildings:
 - 10 Feet minimum distance between single family detached (main) buildings
 - 5 Feet minimum distance between main building and an accessory building or two accessory buildings shall be 5 foot minimum

Multi-Family Residential

- Minimum Site Area: none
- Maximum Density: 20 units per acre
- Minimum Site Setbacks:
 - Front: 20 feet
 - Side: 20 feet
 - Rear: 20 feet
- Maximum Lot Coverage: 75%
- Maximum Building Height: 30 feet
- Minimum Recreation or active common area:
 - Apartment or Condominium: 100 square feet per unit
 - Townhome or Patio Home: 140 square feet
- Separation Between Buildings: per governing building/fire code

Non-Residential Uses

- Minimum Site Area: none
- Minimum Site Setbacks:
 - Front: 20 feet
 - Side: 20 feet
 - Rear: 20 feet
- Maximum Lot Coverage: 50%
- Maximum Building Height: 30 feet
- Separation Between Buildings: per governing building/fire code

E. EMPLOYMENT CENTER (EC)

1. PURPOSE

The EC land use designation is intended to provide for regional shopping malls and related uses and for the use of designated properties for professional offices and limited commercial facilities to serve the residents of Marana. It allows the co-location of a wide range of businesses and services serving a regional area, primarily involved in the retail sale of goods and services, and a variety of commercial and professional activities, including medical, financial, administrative, and interrelated uses. It is further intended that these activities shall provide business and employment opportunities for the residents of the Town of Marana, as well as multi-family residential opportunities and additional options for commercial services. The Employment Center development regulations presented herein were formulated utilizing the basic parameters of the VC Zone as prescribed by Chapter 17-4 of the Marana Town Code, which shall serve as the base zone for this land use designation.

2. PERMITTED LAND USES

The following uses shall be permitted in the EC land use designation:

- Uses as permitted in the Village Commercial (VC) Zoning Group prescribed by Chapter 17-4-2 of the Marana Town Code;
- Residential uses as permitted in the HDR land use designation as outlined herein, except that single-family residential uses are prohibited;
- Business and Professional Offices: Law, architectural, engineering, surveying, planning, business and management consulting;
- General offices: real estate, data processing, executive suites, photographic services, travel agents, research services, computer service and machine sales, and administrative offices;
- Medical and Dental: offices, laboratories, clinics, and pharmacies;
- Financial Services: Accounting, auditing, bookkeeping, tax consultation, collection agencies, credit services, insurance and investment, security and commodity brokers, dealers and exchanges, insurance and financial planning, and banks and financial institutions, including drive-through facilities;
- Public service: Detective and protective services, employment services, and utility offices, such as telephone, gas, electric, TV cable, and water;
- Regional shopping malls, including at least three major department stores;
- Retail warehouse outlets;
- Hardware stores;
- Hotels, motels or other lodging facilities;
- Uses primarily engaged in research activities, including, but not limited to, research laboratories and facilities, developmental laboratories and facilities including compatible light manufacturing similar to the following examples:

- Bio-chemical
- Chemical
- Film and photography
- Medical or dental
- Metallurgy
- Pharmaceutical
- Optical
- X-ray
- Hospitals;
- Manufacture, research, assembly, testing, and repair of components, devices, equipment, and systems and parts such as, but not limited to the following:
 - Computers
 - Coils, tubes, semi-conductors
 - Communication, navigation control, transmission and reception equipment, control equipment and system guidance equipment
 - Data processing systems and equipment
 - Metering instruments
 - Newspaper publishing and printing
 - Optical devices; equipment, and systems
 - Photographic equipment
 - Optical equipment
 - Scientific instruments
- Laboratories;
- Corporate and regional headquarter facilities and offices;
- Light manufacturing;
- Manufacturing of:
 - Electronics
 - Electrical and related parts
 - Electrical appliances
 - Electrical devices
 - Motors
 - Radios, televisions and phonographs
 - Instruments
 - Electronic
 - Medical and dental tools
 - Precision
 - Timing and measuring

- Office and Related Machinery
 - Audio machinery
 - Computers
 - Visual machinery
- Laboratories
 - Chemical
 - Dental
 - Electrical
 - Optical
 - Mechanical
 - Medical
- Manufacture and maintenance of signs;
- Novelties and holiday paraphernalia;
- Rubber and metal stamps;
- Furniture and upholstering;
- Candy;
- Assembly or treatment of articles or merchandise from the following previously prepared materials:
 - Canvas
 - Cellophane
 - Cloth
 - Cork
 - Felt
 - Fiber
 - Fur
 - Glass
 - Leather
 - Paper
 - Precious or semi-precious stones or metals
 - Plaster
 - Shells
 - Textiles
 - Wood
 - Yarns
- Research and development;
- Warehousing;
- Wholesaling;

- Services:
 - Blueprinting and photocopying
 - Business research office related to the administration and operation of a permitted industrial use
 - Day care
 - Newspaper publishing
 - Printing, lithographing, publishing
 - Radio and television broadcasting
 - Restaurants and cafes, including drive-through facilities
- Processing:
 - Carpet and rug cleaning
 - Cleaning and dyeing
 - Laundry
- Movie, television and radio studios;
- Commercial Uses permitted in the C-1 land use per the Monarch at Rancho Marana West Specific Plan
- Such other comparable uses deemed appropriate by the Zoning Administrator.

3. CONDITIONAL USES

- Wireless communication facilities, subject to Chapter 17-18 (Wireless Communication Facilities) of the Marana Town Code

4. PROHIBITED USES

The following uses are prohibited in the EC land use designation:

- Cemetery or mausoleum with and without crematory
- Single-family residential

5. DEVELOPMENT STANDARDS

Development within the EC land use designation is subject to the following standards.

Residential Uses

Multi-Family Residential

- Minimum Site Area: none
- Maximum Density: 30 units per acre
- Minimum Site Setbacks:
 - Front: 20 feet
 - Side: 20 feet
 - Rear: 20 feet
- Maximum Lot Coverage: 75%

- Maximum Building Height: 60 feet
- Minimum Recreation or active common area:
 - Apartment or Condominium: 100 square feet per unit
 - Townhome or Patio Home: 140 square feet
- Separation Between Buildings: per governing building/fire code

Non-Residential Uses

- Minimum Site Area: none
- Minimum Site Setbacks:
 - Front: 20 feet
 - Side: 20 feet
 - Rear: 20 feet
- Maximum Lot Coverage: 55%
- Maximum Building Height: 60 feet
- Separation Between Buildings: per governing building/fire code

F. ADDITIONAL DEVELOPMENT STANDARDS

1. DESIGN STANDARDS

Residential Design Standards

Single-family residential development within Monarch at Rancho Marana West shall comply with the applicable design standards of the Marana Town Code.

Non-Residential Design Standards

Multi-family residential, commercial, and other non-residential development within Monarch at Rancho Marana West shall comply with the applicable design standards of the Marana Town Code.

2. LANDSCAPE AND SCREENING STANDARDS

Landscape and screening for development within Monarch at Rancho Marana West will be provided in accordance with the Marana Town Code.

3. PARKING STANDARDS

Onsite parking (vehicular and bicycle) will be provided in conformance with the Marana Town Code.

4. STREET STANDARDS

Monarch at Rancho Marana West may consist of public and private roads, which will be constructed in accordance with the applicable Subdivision Street Standards Manual adopted by the Town of Marana at the time of development.

An addendum to the traffic impact analysis (TIA) for Monarch, originally prepared by Southwest Traffic Engineers (SWTE) dated 25 November 2019 and approved by the Town of Marana, was prepared to contemplate the impact of changing land uses and block sizes within Monarch. The trip generation comparison statements (TGS) provided by SWTE indicate that the changes proposed by this amendment will reduce the number of vehicle trips and benefit the surrounding roadway network. Additionally, it is stated that recommendations and conclusions of the original traffic impact analysis would be expected to accommodate this amendment.

5. SIGNAGE STANDARDS

Monumentation and signage provided onsite will aim to create a sense of identity for the proposed community while incorporating the style and aesthetic of Monarch with the surrounding area. Signage provided throughout Monarch may consist of but is not limited to, wayfinding signs, monument signs, multi-tenant pylon signs, etc. Sign locations, materials, and designs will be determined at the time of development through the submission of a Planned Sign Program.

6. LIGHTING STANDARDS

The northwest and northeast corners of the Barnett Road/Civic Center Drive intersection will adhere to the lighting standards of the Rancho Marana West Town Center Specific Plan. Monarch is not subject to the lighting standards of the Rancho Marana West Specific Plan or the Rancho Marana West Town Center Specific Plan.

7. WATER AND SEWER STANDARDS

Master water and sewer hydraulic modeling will be provided at the time of subdivision platting.

8. CORTARO-MARANA IRRIGATION DISTRICT (CMID) CANALS

Existing CMID canals within the Monarch Special Planning Area will be undergrounded at the time of development for individual parcels.

G. PHASING

Infrastructure and utility phasing necessary to support Monarch at Rancho Marana West will be provided in accordance with the Development Agreement between the Master Developer and the Town of Marana. Generally, development will occur from west to east within the Monarch at Rancho Marana West Specific Plan.

H. SPECIFIC PLAN ADMINISTRATION

1. ENFORCEMENT

Amendments to the Monarch at Rancho Marana West Specific Plan shall be administered and enforced by the Town of Marana Development Services Department in accordance with the provisions of the Town of Marana Land Development Code, and by the Custodial Agency for areas dedicated as Open Space in accordance with the guidelines set forth by the U.S. Fish and Wildlife Service for this site.

2. ADMINISTRATIVE CHANGE

Certain changes to the explicit provisions in the Specific Plan may be made administratively by the Zoning Administrator, providing said changes are not in conflict with the overall intent as expressed in the Plan. Any changes must conform to the goals and objectives of the Plan. The Zoning Administrator's decision regarding administrative changes and determination of substantial change as outlined below shall be subject to appeal to the Board of Adjustment, consistent with Town Code Section 17-2-2(C)(2).

The Monarch at Rancho Marana West Specific Plan is subject to the categories of administrative change listed in Town Code Section 17-4-15(D).

3. SUBSTANTIAL CHANGE

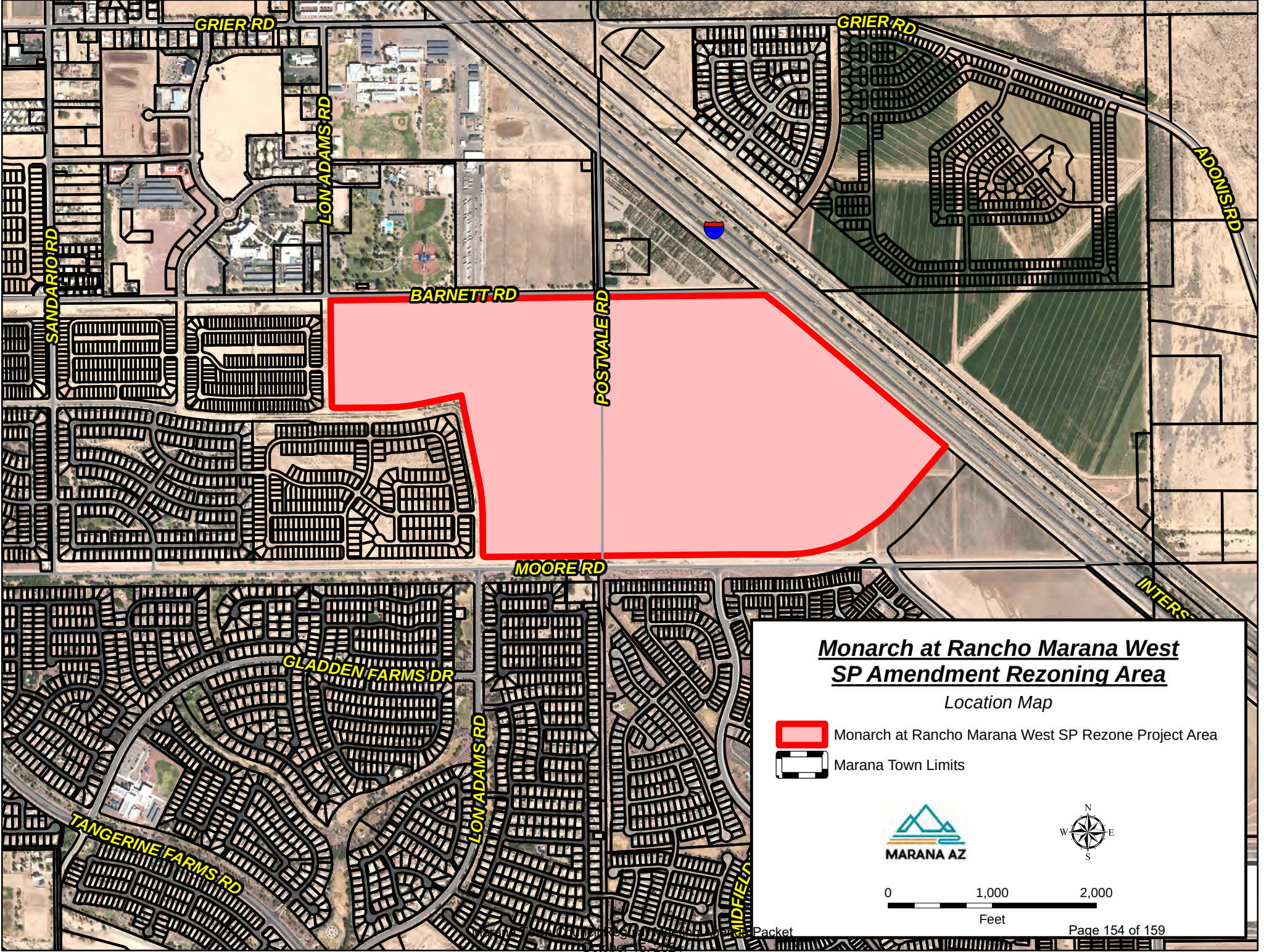
This Specific Plan may be substantially amended by the same procedure as it was adopted. Each request shall include all sections or portions of the Specific Plan that are affected by the change. The Zoning Administrator shall determine if the amendment would result in a substantial change in plan regulations, as defined in the Town of Marana Land Development Code.

4. INTERPRETATION

The Zoning Administrator shall be responsible for interpreting the provisions of this Specific Plan. Appeals to the Zoning Administrator's interpretation may be made within fifteen (15) days from the date of the interpretation to the Board of Adjustment. In the event that this specific plan amendment falls silent, the provisions outlined in the adopted Rancho Marana West Specific Plan at the time of approval prevails. Should that fall silent, the applicable provisions of the Town of Marana's code applies.

5. FEES

Fees will be assessed as indicated by the Town's adopted fee schedule that is in place at the time of development.



Monarch at Rancho Marana West
SP Amendment Rezoning Area

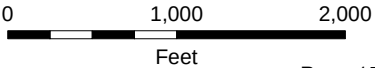
Location Map

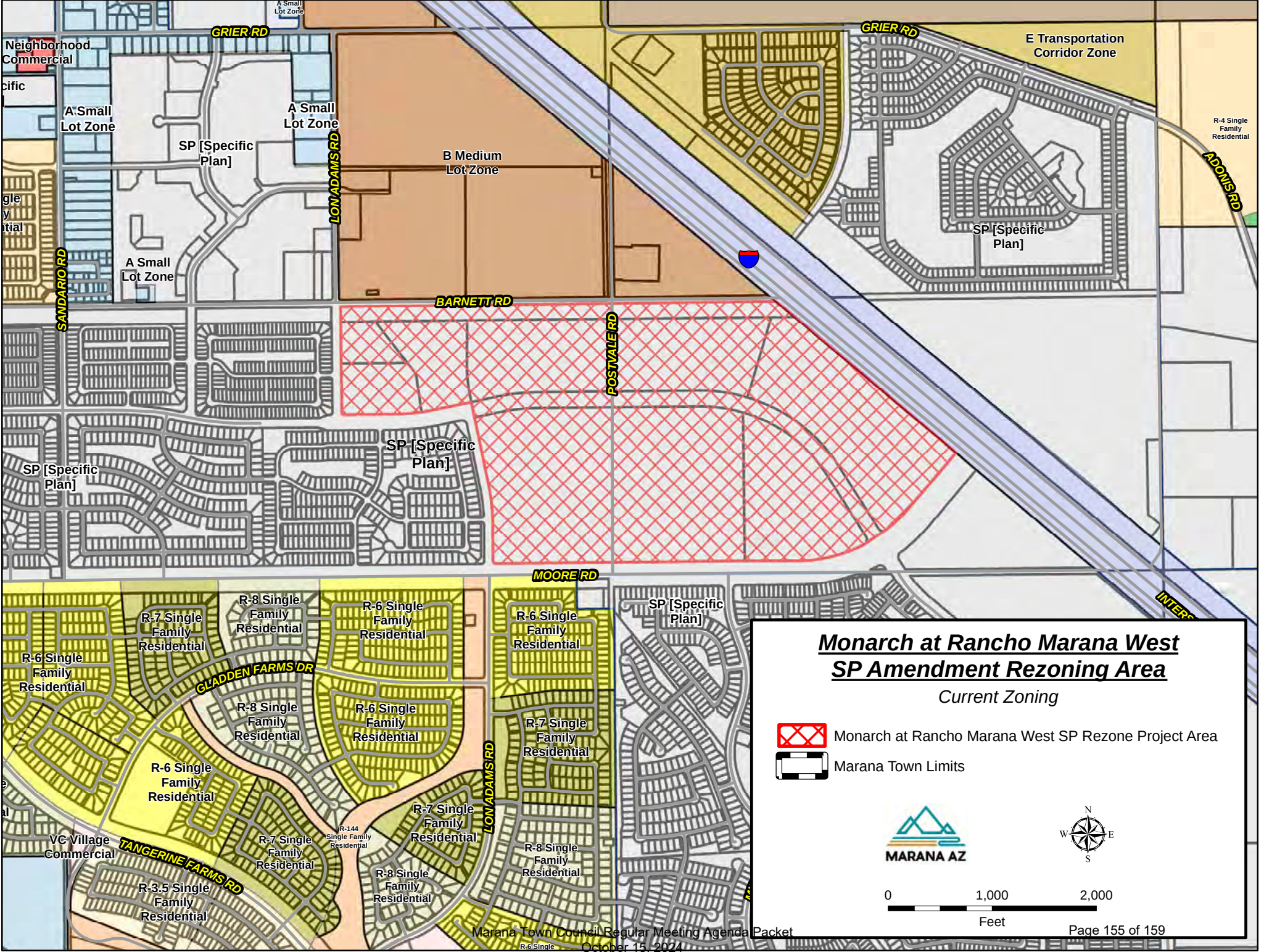


Monarch at Rancho Marana West SP Rezone Project Area



Marana Town Limits

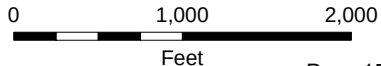


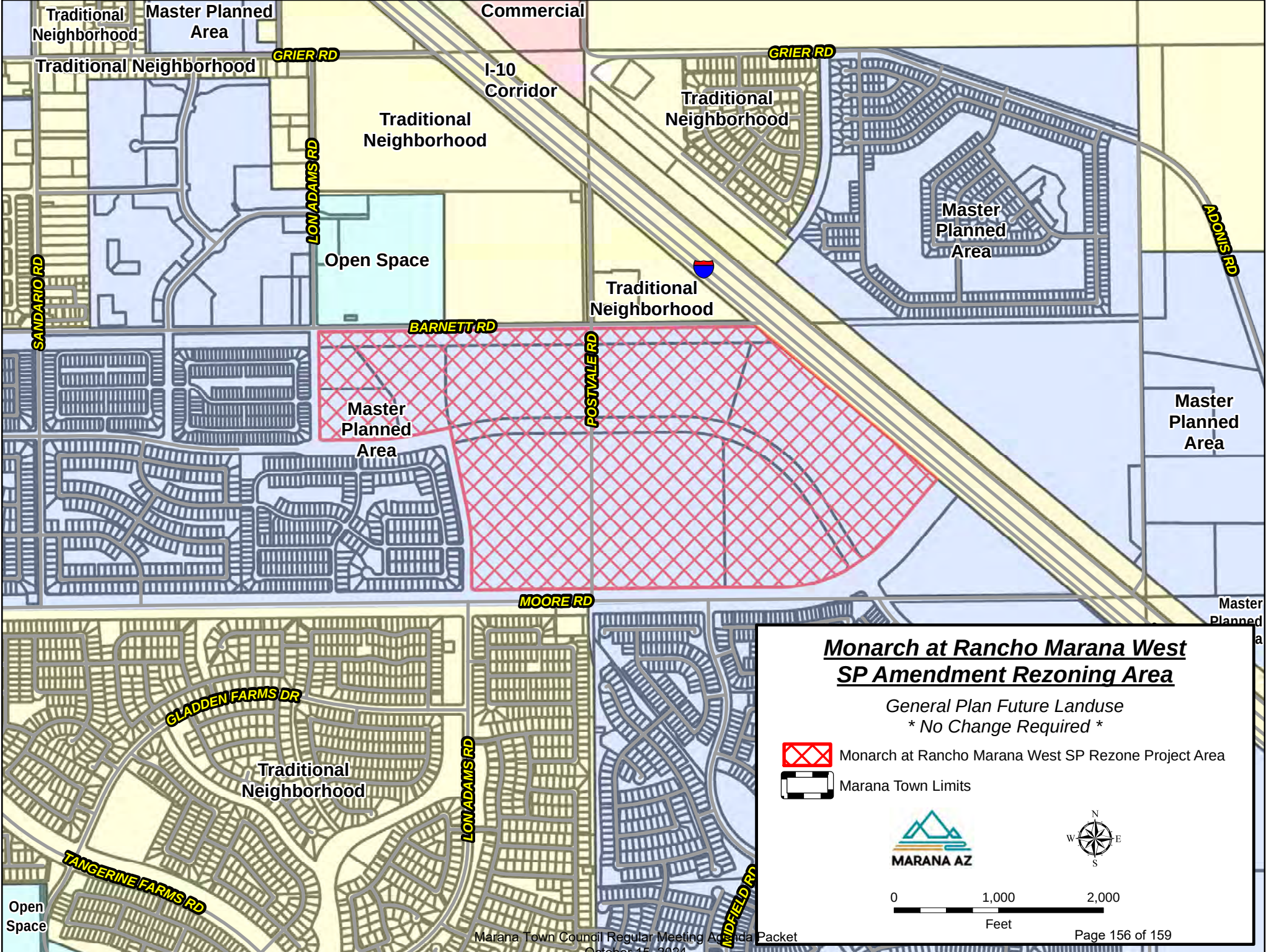


Monarch at Rancho Marana West
SP Amendment Rezoning Area

Current Zoning

-  Monarch at Rancho Marana West SP Rezone Project Area
-  Marana Town Limits

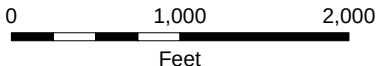


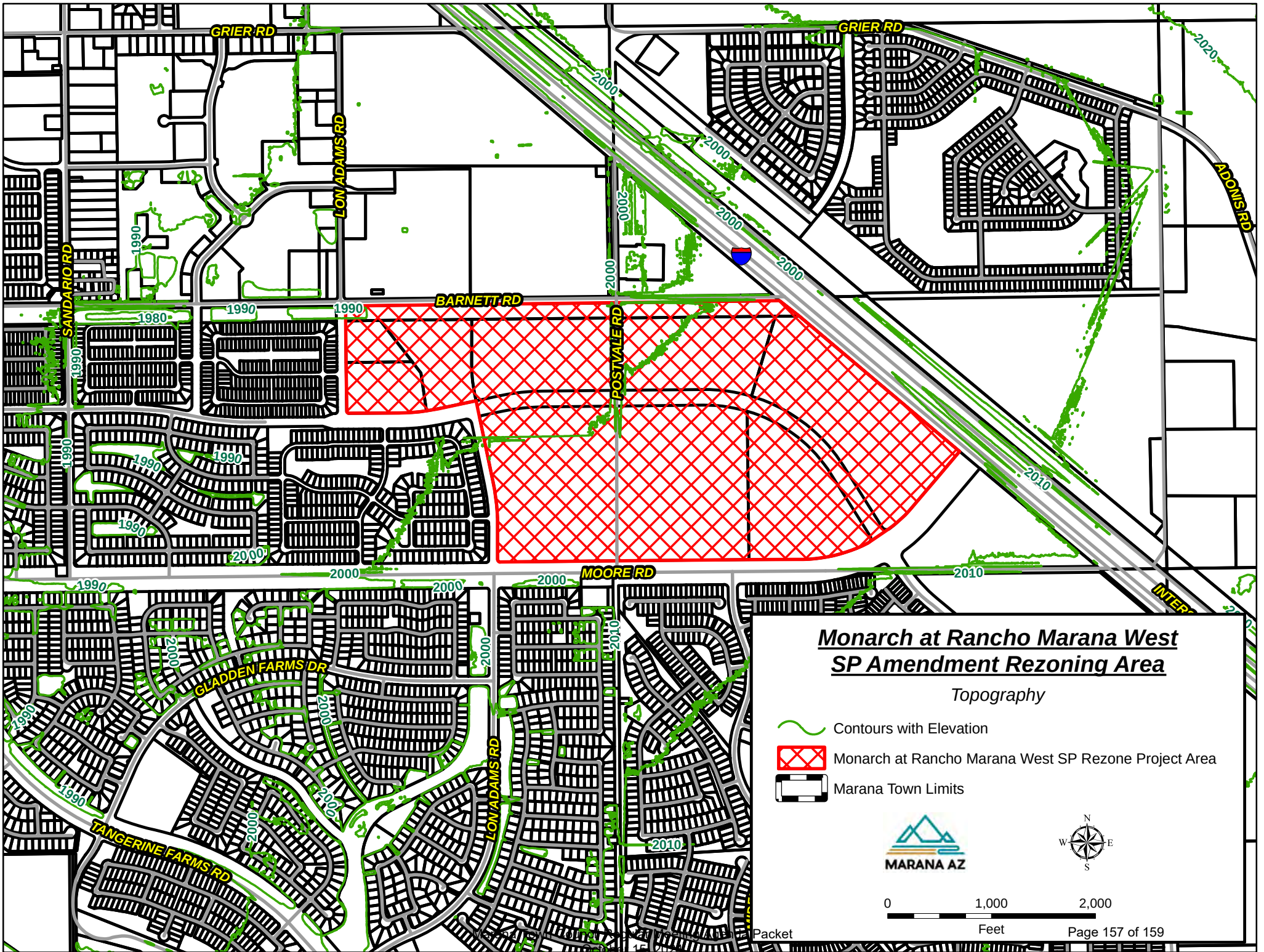


Monarch at Rancho Marana West
SP Amendment Rezoning Area

General Plan Future Landuse
* No Change Required *

-  Monarch at Rancho Marana West SP Rezone Project Area
-  Marana Town Limits





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

- | | | | |
|---|--|--|--|
| ☐ Annexation | ☐ Development Plan | ☐ Development Plan Package | ☐ General Plan Amendment |
| ☐ Rezone | ☐ Minor Land Division | ☐ Translational Rezone | ☐ 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: <u>SP Amendment</u> |

PROJECT INFORMATION

Project Name: Monarch at Rancho Marana West Specific Plan Amendment

Description of Project: Amendment to an existing specific plan

Number of Lots:

Parcel No.(s): Please see attached parcel detail table.

Gross Area (Acres): 402.91

Project Address: 11392 W Moore Rd, 11710 W Clark Farms Bl, 11599 W Barnett Rd

Ref. Project No.:

CONTACT INFORMATION**Owner:** SBH Marana, LP

Contact Name: Lisa Hoskin

Address: 44 E Broadway Bl., Suite 200-C

City: Tucson

State: AZ

Zip: 85701

Email: LHoskin@SunbeltHoldings.com

Phone No.: (520) 609-2303

Applicant: The Planning Center

Contact Name: Lexy Wellott

Address: 2 E Congress St, Suite 600

City: Tucson

State: AZ

Zip: 85701

Email: lwellott@azplanningcenter.com

Phone No.: (520) 623-6146

Consultant/Engineer:

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

APPLICANT AUTHORIZATION

By signing below, I hereby acknowledge that I have read the information provided online at maranaaz.gov/arsnotice and certify that the information set forth in this application are true and correct to the best of my knowledge. I am either the owner of the property or I have been **authorized in writing** by the owner to file this application. (If the applicant is not the owner, attach [written authorization from the owner](#))

Lexy Wellott

Applicant Name (PRINT)

Signature

2/28/2024

Date

FOR OFFICIAL USE ONLY

Revision Date 05/16/2023

Project No. _____

Date Received _____

TABLE I: PARCEL DETAILS

BLOCK NO. (PER PLAT)	PARCEL DESIGNATION (PER RMWSP)	ASSESSOR PARCEL NUMBER	ACREAGE
1	14	217-39-0160	62.64
2	23	217-39-0170	83.91
3	25	217-39-0180	25.52
6	26	217-39-0210	40.15
7	24	217-39-0220	23.20
8	22	217-39-0230	22.70
9	13	217-39-0240	11.60
10	12	217-39-0250	8.18
11	11	217-39-0270	11.89
11	11A	217-39-0260	4.43
12	10	217-39-0280	15.42
13	8	217-39-0290	20.80
Monarch at Rancho Marana West Special Planning Area			330.53
Public Rights-of-Way			72.47
Total			402.91