



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, January 21, 2025, at or after 6:00 PM

Jon Post, Mayor
Roxanne Ziegler, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
John Officer, 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 January 21, 2025, at or after 6:00 PM located in the Council Chambers of the Ed Honea 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 to 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 Ed Honea 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 Ed Honea 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 Honoring Diane Mangialardi (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 Resolution No. 2025-004: Relating to Development; approving the Final Plat for Stonegate Blocks 1-5 and Parcels A, B, C, and D located approximately one and one-half miles north of Tangerine Road and west of Adonis Road within portions of Section 25 and Section 26, Township 11 South, Range 11 East (Brian D. Varney)
- C2 Resolution No. 2025-005: Relating to Development; approving a Final Plat for Haciendas De Las Tortolitas at Saguaro Ranch, Lots 1-3, located north of the intersection of Old Ranch House Road and Conrads Way, within Section 17, Township 11 South and Range 11 East (Scott S. Radden)
- C3 Resolution No. 2025-006: Relating to the Police Department; approving and authorizing the Police Chief to execute an agreement between Pima County Superior Court and Marana Police Department to allow the exchange of court information to determine disposition of cases (Chief Pridgett)
- C4 Resolution No. 2025-007: Relating to Public Works; approving and authorizing the Mayor to execute the Intergovernmental Agreement between the State of Arizona and the Town of Marana for use of fiber and conduit for the Town's Intelligent Transportation System (ITS) (Fausto Burruel)

- C5 Resolution No. 2025-008: Relating to Technology Services; approving and authorizing the Town Manager to execute an agreement between the Arizona Department of Homeland Security and the Town of Marana for the Statewide Cyber Readiness Program (Ricardo Carlos)
- C6 Resolution No. 2025-009: Relating to Utilities; verifying certain information required under the WaterSMART Grants: Water and Energy Efficiency Grants for Fiscal Year 2024 and 2025 program pertaining to a grant application submitted to the Bureau of Reclamation in February 2024 (Heidi Lasham)
- C7 Resolution No. 2025-010: Relating to Water and Wastewater; approving and authorizing the Mayor to sign agreements for construction of water and sewer facilities under private contract with CLB Real Property Holding Company, LLC for Stonegate, Blocks 1-5, and Parcels A, B, C, & D (David L. Udall)
- C8 Relating to Procurement; approving a change order to the contract with McGann & Associates in the amount of \$54,450.00 for the Saguaro Bloom Community Park, Ph-2 (PK040); authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Fausto Burrue)
- C9 Approval of Special Council Meeting Summary Minutes of January 7, 2025, and approval of Regular Council Meeting Summary Minutes of January 7, 2025 (David L. Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Mayor and Council; discussion and possible direction regarding the procedure and schedule for filling the existing vacancy on the Marana Town Council (Terry Rozema)

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT



Council-Regular Meeting

PR1

Meeting Date: 01/21/2025

Date: January 21, 2025

Subject: Proclamation Honoring Diane Mangialardi (David L. Udall)

Attachments

Proclamation



PROCLAMATION
Honoring Diane Mangialardi

WHEREAS, it is with great honor that the Town of Marana recognizes Diane Mangialardi, who has dedicated an impressive 29 years of exceptional service to the Town; and

WHEREAS, Diane began her tenure with the Town of Marana on November 13, 1995, as an Administrative Clerk and through hard work, skill, and determination advanced to the role of Executive Assistant to the Town Manager; and

WHEREAS, over the course of nearly three decades, Diane has been an example of excellence in public service, assuming various vital responsibilities, including oversight of budgets, managing administrative duties for the Town Manager's Office and Mayor and Council, and serving as a key point of contact for resident inquiries; and

WHEREAS, Diane has contributed to the growth and success of the Town of Marana in many significant ways, including being a driving force behind the creation of the SOS Team for Executive Assistants, which has fostered collaboration among departments; and

WHEREAS, Diane has been a source of guidance to all who have had the privilege to work alongside her. Her willingness to lend a helping hand, positive attitude, and genuine care have created a welcoming environment; and

WHEREAS, Diane's professionalism was recognized in 2009 when she received Outstanding Administrator of the Year, an accolade that reflects her work ethic and commitment to making the Town of Marana a better place for everyone; and

WHEREAS, Diane Mangialardi's impact reaches far beyond the workplace. Her kindness, loyalty, and commitment to her family and friends have earned her the admiration and affection of all who know her. She is more than a colleague; she is a cherished friend and a role model to all who are fortunate enough to have crossed her path.

NOW, THEREFORE, the Mayor and Council of the Town of Marana do hereby recognize and commend Diane Mangialardi for her many years of service to Marana and for the profound impact she has had on the Town, and we invite the citizens of Marana to join us in congratulating her on her retirement.

Dated this 21st day of January, 2025.

ATTEST:

David L. Udall, Town Clerk



Jon Post, Mayor



Council-Regular Meeting

C1

Meeting Date: 01/21/2025

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: January 21, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-004: Relating to Development; approving the Final Plat for Stonegate Blocks 1-5 and Parcels A, B, C, and D located approximately one and one-half miles north of Tangerine Road and west of Adonis Road within portions of Section 25 and Section 26, Township 11 South, Range 11 East (Brian D. Varney)

Discussion:

Request

Bowman, representing the property owner, CLB Real Estate Property Holdings Co., LLC, is requesting approval of the Final Plat for Stonegate Blocks 1-5 and Parcels A, B, C, and D on approximately 138 acres located approximately one and one-half miles north of Tangerine Road and west of Adonis Road. The plat proposes to create five blocks and four parcels.

Zoning and Land Use

The zoning of the property is (SP) Tortolita Shadows Specific Plan with the land use designations AC (Activity Center), U (Urban), and OS/D (Open Space / Drainage) as well as (SP) Rancho Marana East Specific Plan with the land use designation C-I (Commercial - I). It is anticipated that the blocks within the proposed plat will be further subdivided in the future except Block 2, which has been designated for recreational use and will be developed as a neighborhood park, as required by zoning, most likely concurrent with the development of the adjacent blocks. Parcel A will be subject to further subdivision, and parcels B, C, and D will be dedicated and conveyed to the Town by this plat. Parcel B will be utilized for the development and construction of a sewer lift-station. Parcel C will accommodate a drainage channel and

potentially other public and/or private utilities. Parcel D contains a well site that will be dedicated to the Town in exchange for water service.

Access and Traffic Circulation

Access to the proposed blocks shall be provided by Adonis Road, Mattock Loop, and eventually Moore Road once constructed. As the blocks (and Parcel A) within the plat are subdivided, additional access will be provided to the interior lots by either public or private local streets.

Right-of-way dedication will occur with the proposed plat. Roughly 800 feet of ROW at a width of 250' for Moore Road will be dedicated to the Town from the west property boundary to Mattock Loop. The additional ROW for Moore Road east of Mattock Loop will be dedicated by a forthcoming final plat for Parcel A. Additionally, right-of-way will be dedicated at a width of 90 feet for Mattock Loop by this proposed plat.

Infrastructure and Utilities

Water and wastewater service will be provided to this subdivision by Marana Water.

Staff Recommendation:

Staff has reviewed the proposed final plat against all applicable requirements. The proposed plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2025-004, approving the Final Plat for Stonegate Blocks 1-5 and Parcels A, B, C, and D.

Attachments

Resolution No. 2025-004

PRV2206-003 Final Plat for Stonegate Blks 1-5

PRV2206-003 Final Plat for Stonegate Blocks 1-5 Map

PRV2206-003 Final Plat for Stonegate Blocks 1-5 App

MARANA RESOLUTION NO. 2025-004

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT FOR STONEGATE BLOCKS 1-5 AND PARCELS A, B, C, AND D LOCATED APPROXIMATELY ONE AND ONE-HALF MILES NORTH OF TANGERINE ROAD AND WEST OF ADONIS ROAD WITHIN PORTIONS OF SECTION 25 AND SECTION 26, TOWNSHIP 11 SOUTH, RANGE 11 EAST

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

WHEREAS, on May 18, 1999, the Mayor and 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 July 17, 2012, the Mayor and Council adopted Ordinance No. 2012.05 approving a rezoning creating the Tortolita Shadows Specific Plan; and

WHEREAS, on February 21, 2023, the Mayor and Council adopted Ordinance No. 2023.004, rezoning approximately 165 acres of land located east of Interstate 10 and east and west of Adonis Road, known as “Stonegate East”; and

WHEREAS together the property located within the Rancho Marana East Specific Plan, the Tortolita Shadows Specific Plan, and the Stonegate East rezoning comprise the project known as the “Stonegate Development Project”; and

WHEREAS, on November 29, 2023, the Marana Development Services Department, Planning Division approved an Administrative Amendment to the Rancho Marana East Specific Plan and an amendment to the western portion of the Tortolita Shadows Specific Plan to adjust internal boundaries of land use designations within both plans in order to create a more cohesive master plan area for the planned Stonegate Development Project; and

WHEREAS BOWMAN, representing the property owner, has applied for approval of the Final Plat for Stonegate Blocks 1-5 and Parcels A, B, C, and D consisting of 137.88 acres located partially within the Rancho Marana East Specific Plan area and partially within the Tortolita Shadows Specific Plan area; and

WHEREAS the Mayor and Council, at its January 21, 2025 meeting, determined that the Final Plat for Stonegate Blocks 1-5 and Parcels A, B, C, and D should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Final Plat for Stonegate Blocks 1-5 and Parcels A, B, C, and D is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of January 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

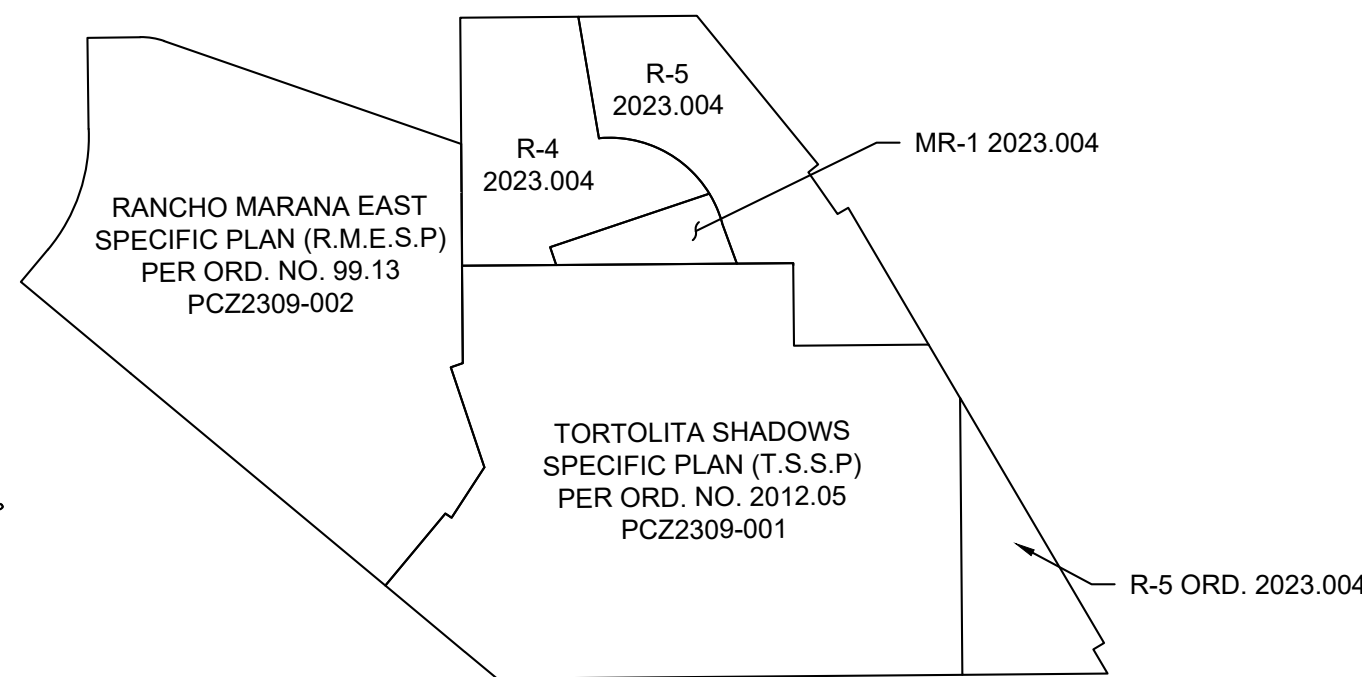
GENERAL NOTES

- THE GROSS AREA OF THE SUBDIVISION IS 137.88 AC (6,006,771.20 SF)
- THERE ARE 5 BLOCKS AND 4 PARCELS. BLOCK 2 SHALL BE COMMON AREA "A" (ACTIVE OPEN SPACE, RECREATIONAL AREA, AND DRAINAGE) FOR THE PURPOSE OF A NEIGHBORHOOD PARK.
- TOTAL MILES OF NEW PUBLIC STREET IS 0.73 AND WILL BE DEDICATED BY THIS BLOCK PLAT.
TOTAL MILES OF NEW PRIVATE STREETS IS 0.0.
TOTAL AREA OF PUBLIC STREET IS 11.33 AC (493,704.51 SF).
TOTAL AREA OF PRIVATE STREET IS 0.0 AC (0 SF).
- THE EXISTING ZONING IS:
"SP" TORTOLITA SHADOWS SPECIFIC PLAN (T.S.S.P) PER ORDINANCE NO. 2012.05 AND PCZ2309-001 WITH LAND USES: AC, U
"SP" RANCHO MARANA EAST SPECIFIC PLAN (R.M.E.S.P) PER ORDINANCE NO. 99.13 AND PCZ2309-002 WITH LAND USES: C-1
- DEVELOPMENT STANDARDS:

SPECIFIC PLAN	LAND USE/ ZONING	MIN. LOT SIZE (SF)	MAX. BLDG HEIGHT	BUILDING SETBACKS (2)			MAX. LOT COVERAGE
				FRONT (STREET)	SIDE	REAR	
RMESP	C-1	-	20 STORIES	60%*H, 20' MIN.	0' (2)	0' (2)	80% (1)
TSSP	AC	-	75'	15'	-	15'	65%
TSSP	AC (Non-res) (4)	-	75'	20'	-	20'	65%
TSSP	U (SFR)	3500	40'	10' (20' GARAGE)	0' (2)	10'	-
TSSP	U (MFR)	-	75'	15' (3)	-	15' (3)	65%
TSSP	U (Non-res) (4)	-	75'	20'	-	20'	65%

(1) 80 % AT GROUND LEVEL, 60% ABOVE GROUND LEVEL.
(2) 0' SETBACKS ARE SUBJECT TO BUILDING CODE REQUIREMENTS.
(3) MFR SETBACKS ARE SITE SETBACKS
(4) REFER TO SECTION 3.B.4 OF THE T.S.S.P.

- THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, AS MONUMENTED BY A 3 INCH ALUMINUM CAP AT THE SOUTHWEST CORNER OF SAID SECTION AND BY A 2 INCH ALUMINUM CAP AT THE SOUTH QUARTER CORNER OF SAID SECTION: SAID BEARING BEING S89°31'29"W.
- UPON COMPLETION OF ALL PHASES OF DEVELOPMENT, THE 100 YEAR FREQUENCY FLOOD WILL BE ENTIRELY CONTAINED WITHIN THE RIGHT-OF-WAY OF PAVED STREETS AND WITHIN DRAINAGE EASEMENTS.
- ALL DRAINAGE IMPROVEMENTS ON OR ADJACENT TO THIS PROJECT WHICH ARE TO BE CONSTRUCTED IN CONJUNCTION WITH THE DEVELOPMENT OF THIS PROJECT, SHALL BE CONSTRUCTED ACCORDING TO PLANS AS REVIEWED AND APPROVED BY THE TOWN OF MARANA.
- THE DEVELOPER HOLDS THE TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNEES HARMLESS IN THE EVENT OF FLOODING.
- DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE TOWN OF MARANA COUNCIL.
- 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 RELOCATION OF ANY UTILITIES SHALL BE AT NO EXPENSE TO THE PUBLIC OR THE TOWN OF MARANA.
- NO FURTHER LOT SPLITTING OF SUBDIVIDING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
- FIRE HYDRANTS AT 500-FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE MINIMUM FIRE FLOW REQUIREMENT IS 1,000 GALLONS/MINUTE. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO BEGINNING COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.
- AFFECTED PARCELS: ASSESSORS PARCEL NO. 217-33-002S; 217-33-002U; 217-33-0030; 217-33-0040; 217-33-0050; 217-33-006C; 217-34-002H; 217-34-002J.
- 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.
- THERE IS THE POTENTIAL FOR OFF-SITE FLOWS TO AFFECT THIS SITE. FINAL ANALYSIS OF THESE FLOWS WILL BE ANALYZED AT THE TIME OF RESUBDIVISION/DEVELOPMENT OF EACH INDIVIDUAL BLOCK. OFF-SITE FLOWS AFFECTING EACH BLOCK WILL BE ACCEPTED BY AND INCORPORATED INTO THE DRAINAGE DESIGN OF EACH INDIVIDUAL BLOCK.
- A PERMIT / USE LICENSE MUST BE OBTAINED FROM CORTARO-MARANA IRRIGATION DISTRICT PRIOR TO ANY CONSTRUCTION ACTIVITY OR DISTURBANCE WITHIN CORTARO-MARANA IRRIGATION DISTRICT PROPERTIES, EASEMENTS, RIGHT OF WAYS. A CORTARO-MARANA IRRIGATION DISTRICT PERMIT DOES NOT REPLACE OR ELIMINATE A REQUIRED PERMIT FROM OTHER ENTITIES.
- SOME OF THE LANDS WITHIN THIS PROJECT SHALL CONTINUE TO BE SUBJECT TO TAX AND/ OR ASSESSMENTS BY THE CORTARO-MARANA IRRIGATION DISTRICT AND CORTARO WATER USERS' ASSOCIATION.
- INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THIS FINAL PLAT, A RECORD OF SURVEY SHALL BE FILLED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH ARIZONA STATE STATUTES.
- OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30' AND 72' ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
- 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.
- 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.
- INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.



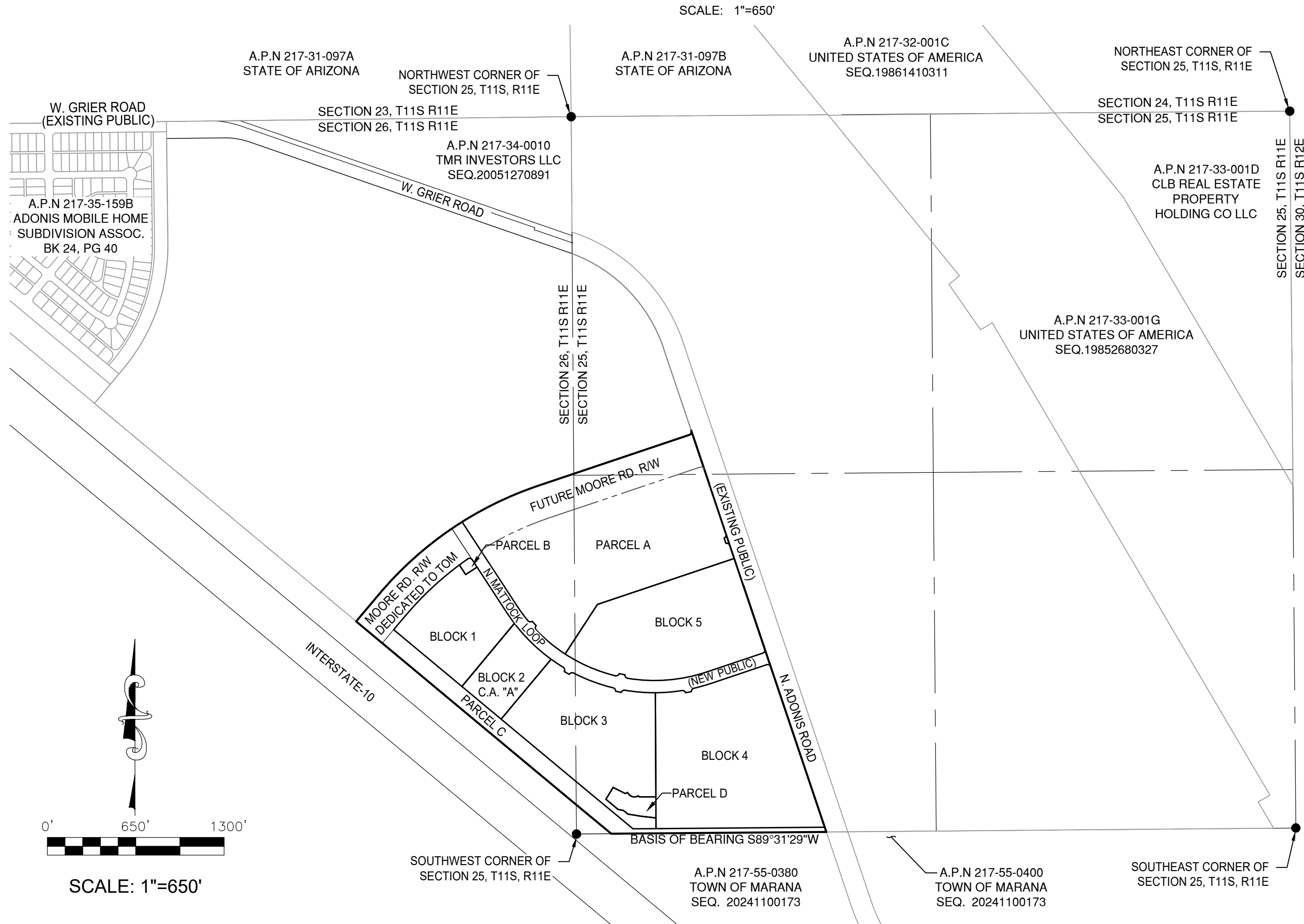
EXISTING ZONING MAP
NOT TO SCALE

FINAL PLAT FOR STONEGATE, BLOCKS 1-5, AND PARCELS A, B, C, & D

BEING PORTIONS OF SECTIONS 25 & 26, TOWNSHIP 11
SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

SHEET INDEX	
SHEET	DESCRIPTION
1	COVER SHEET AND NOTES
2	BLOCK COMPOSITE MAP

PROJECT LAYOUT



LEGEND

---	SUBDIVISION BOUNDARY
---	PARCEL LINE
---	SECTION LINE
---	EASEMENT LINE - AS DESCRIBED ON PLAT
---	PROPOSED R.O.W. LINE
---	CENTERLINE
●	FOUND MONUMENT

TOWN OF MARANA APPROVALS

BY	MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER	P.E.	DATE
BY	MARANA PLANNING MANAGER		DATE
BY	MARANA WATER DIRECTOR		DATE

CERTIFICATION

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

BY _____ CLERK OF THE TOWN OF MARANA DATE _____

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST FROM FIDELITY NATIONAL TITLE AGENCY, INC. 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 _____

RECORDING

STATE OF ARIZONA } SS FEE _____
COUNTY OF PIMA } NO. _____
THIS PLAT WAS FILED FOR RECORD AT THE REQUEST OF _____
ON THIS _____ DAY OF _____, 2025 AT _____ M. IN SEQUENCE
NUMBER _____

GABRIELLA CAZARES-KELLY

BY: _____
DEPUTY

ASSURED WATER SUPPLY

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

BY _____ MARANA WATER DIRECTOR DATE _____

CERTIFICATION



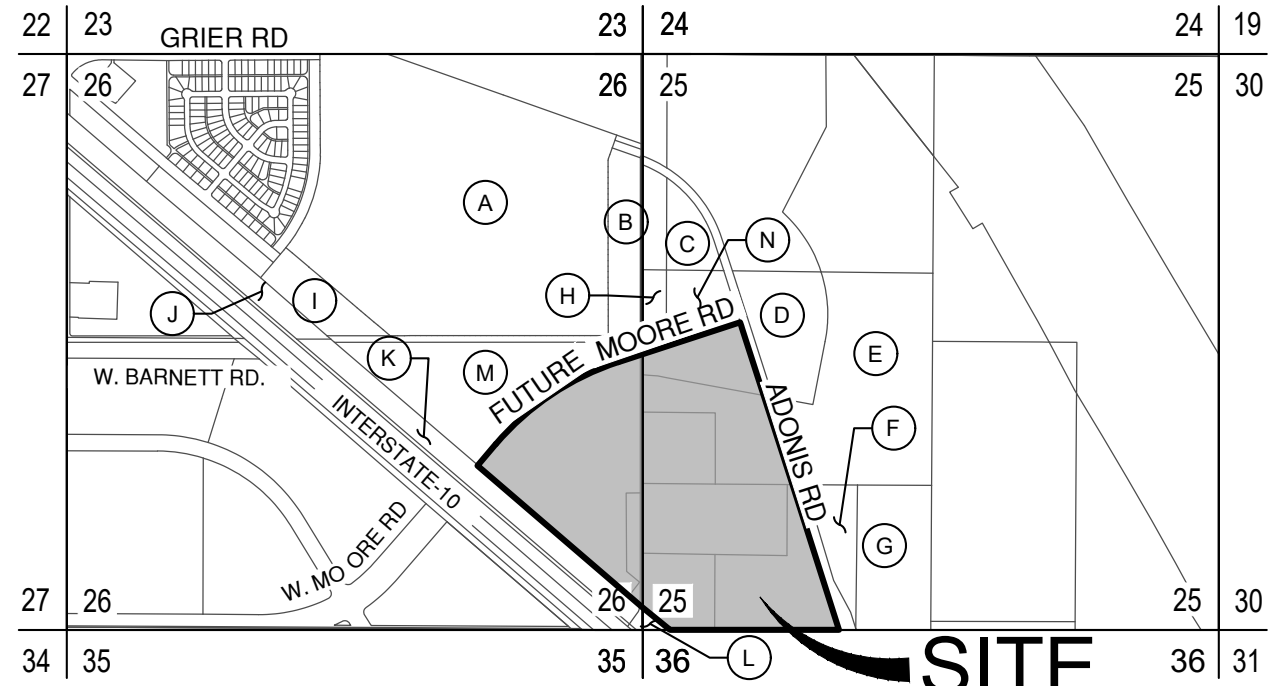
I HEREBY CERTIFY THAT THE FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS AS SHOWN ON THIS PLAT WERE PREPARED UNDER MY DIRECTION.

BY _____
CRAIG A. HUNT, PE NO., 40221

CERTIFICATION

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

KEVIN D. RILEY, RLS 42285



BEING PORTIONS OF SECTIONS 25 & 26, TOWNSHIP 11
SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

LOCATION MAP

SCALE: 3" = 1 MILE

ADJACENT CONDITIONS

(A) LA MIRAGE ESTATES • M&P 52/82	(H) A.P.N 217-33-002M • CLB REAL PROPERTY HOLDING CO LLC
(B) A.P.N 217-34-002P • CLB REAL PROPERTY HOLDING CO LLC	(I) A.P.N 217-34-002K • CLB REAL PROPERTY HOLDING CO LLC
(C) A.P.N. 217-33-002P • TANGERINE PBS LLC	(J) A.P.N 217-34-005D • UNION PACIFIC RAILROAD CO LLC
(D) A.P.N 217-33-002T • CLB REAL PROPERTY HOLDING CO LLC	(K) A.P.N 217-34-005C • UNION PACIFIC RAILROAD CO LLC
(E) A.P.N 217-33-002V • CLB REAL PROPERTY HOLDING CO LLC	(L) A.P.N 217-33-008A • UNION PACIFIC RAILROAD CO LLC
(F) A.P.N 217-33-006D • CLB REAL PROPERTY HOLDING CO LLC	(M) A.P.N 217-34-002H • CLB REAL PROPERTY HOLDING CO LLC
(G) A.P.N 217-33-007A • CLB REAL PROPERTY HOLDING CO LLC	(N) A.P.N 217-33-002S • CLB REAL PROPERTY HOLDING CO LLC

DEDICATION

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

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

WE HEREBY DEDICATE AND CONVEY TO THE TOWN OF MARANA PARCELS B, C, AND D SHOWN ON THIS PLAT.

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

COMMON AREA AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. TITLE TO ALL COMMON AREA SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NUMBER _____ IN THE OFFICE OF THE RECORDER OF 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 COMMON AREA WITHIN THIS SUBDIVISION.

FIDELITY NATIONAL TITLE AGENCY INC, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,562 AS TRUSTEE ONLY AND NOT OTHERWISE

BY: _____ TRUST OFFICER, RACHEL TURNIPSEED DATE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF PIMA

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____ WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF FIDELITY NATIONAL TITLE AGENCY, INC., AS TRUSTEE UNDER TRUST NO. 60,562 AND NOT OTHERWISE AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

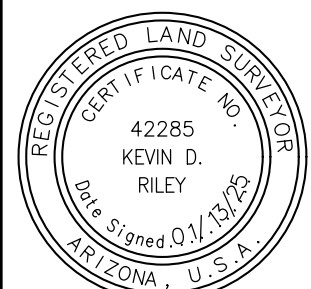
MY COMMISSION EXPIRES _____ NOTARY PUBLIC

BENEFICIARY OF TRUST

THE BENEFICIARY OF TRUST OF FIDELITY NATIONAL TITLE AGENCY, INC., AS TRUSTEE UNDER TRUST NO. 60,562

CLB REAL PROPERTY HOLDING CO LLC, AN ARIZONA LIMITED LIABILITY COMPANY
15420 E SILVER CREEK CT
GILBERT AZ 85298
ATTENTION: CARSON BROWN
PHONE: (480) 822 - 9111
EMAIL: CARSON@WHOLDINGS.COM
Administration Address 13106 N. Patton Rd. Marana, AZ 85658

PRV2206-003
GPA9902-001
REF CASE NO: PCZ1004-001



FINAL PLAT FOR
STONEGATE, BLOCKS 1-5, AND PARCELS A, B, C, & D
BEING PORTIONS OF SECTIONS 25 & 26, TOWNSHIP 11
SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

Bowman

3275 W. Ina Road, Suite 220, Tucson, Az 85741 Phone: (520) 463-3200 www.bowman.com © Bowman Consulting Group, Ltd.

SCALE: H: 1"=650' C.I.:	DRAWN: CYV DESIGN: KDR CHKD: KDR	DATE: 01/13/25 REV. DATE: 12/05/24 REV. DATE: 11/06/24	JOB No. 050985-01-001	SHEET 1 OF 3
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SEQUENCE NO:

FINAL PLAT FOR STONEGATE,
BLOCKS 1-5, AND PARCELS A, B, C, & D

BEING PORTIONS OF SECTIONS 25 & 26, TOWNSHIP 11
SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

PUBLIC UTILITY EASEMENT LINE DATA

LINE #	BEARING	DISTANCE
E1	N18°37'27"W	21.84'
E2	N71°22'33"E	20.00'
E3	S18°37'27"E	21.12'
E4	N71°24'22"E	765.99'
E5	N18°35'38"W	27.00'
E6	N71°24'22"E	21.00'
E7	S18°35'38"E	27.00'
E8	N71°24'22"E	600.78'
E9	S18°35'39"E	30.00'
E10	S71°24'22"W	1387.77'
E11	N33°10'40"W	30.08'

RIGHT OF WAY AREA

DESCRIPTION	AREA (SF)	AREA (AC)
MATTOCK LOOP	262406.25	6.0240
MOORE RD	237070.25	5.4424
01	1233.94	0.0283

PARCEL AREA

PARCEL #	AREA (SF)	AREA (AC)
A	1700624.15	39.0410
B	8594.84	0.1973
C	343790.00	7.8923
D	48270.58	1.1081

SEWER EASEMENT LINE DATA

LINE #	BEARING	DISTANCE
SE1	N62°12'50"E	261.71'
SE2	N27°47'10"W	25.00'
SE3	S62°12'50"W	264.07'
SE4	N40°01'41"E	129.37'
SE5	S0°46'07"E	164.03'
SE6	S89°31'29"W	25.00'
SE7	N0°46'07"W	164.03'

BLOCK AREA

BLOCK #	AREA (SF)	AREA (AC)
1	427513.41	9.8144
2	218036.29	5.0054
3	766302.68	17.5919
4	1149656.21	26.3925
5	843259.38	19.3586

LAND USE LINE DATA

LINE #	BEARING	DISTANCE
Z1	N0°25'23"W	170.28'
Z2	S50°11'34"E	109.84'
Z3	S50°18'18"E	434.28'
Z4	N89°31'29"E	1411.14'

LINE DATA

LINE #	BEARING	DISTANCE
L1	N40°01'41"E	259.93'
L2	S33°10'40"E	275.66'
L3	S33°10'40"E	63.24'
L4	N56°49'20"E	100.20'
L5	N33°10'40"W	84.84'
L6	S18°35'35"E	140.00'
L7	S83°41'34"E	108.44'
L8	S80°36'28"E	100.20'
L9	S50°42'51"E	42.25'
L10	S79°31'07"E	39.57'
L11	S50°18'18"E	117.11'
L12	S78°22'16"E	42.53'
L13	N40°01'41"E	130.00'
L14	N40°01'41"E	129.44'
L16	N89°31'29"E	1241.42'
L17	N18°35'38"W	99.14'
L18	N18°35'40"W	42.16'
L19	N89°31'29"E	1411.14'
L20	S41°36'01"E	42.53'
L22	N78°22'16"W	42.75'
L23	S78°59'42"W	42.75'
L24	S89°31'29"W	169.72'
L25	S33°10'40"E	126.93'
L26	S89°31'29"W	94.55'
L27	S01°7'28"E	78.78'
L28	S31°18'53"W	102.22'
L29	N63°15'40"W	100.03'
L30	S65°56'48"W	18.28'
L31	N45°17'28"W	11.51'
L32	S89°42'32"W	120.97'

CURVE DATA

CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD LENGTH
C1	732.79'	2500.00'	16°47'39"	S48°25'31"W	730.17'
C2	74.53'	2375.00'	1°47'53"	N54°12'59"E	74.53'
C3	40.01'	25.00'	91°42'25"	S79°01'52"E	35.88'
C4	93.10'	1295.00'	4°07'08"	S35°14'14"E	93.08'
C5	378.68'	1295.00'	16°45'15"	S45°40'25"E	377.33'
C6	104.58'	1295.00'	4°37'37"	S56°21'51"E	104.55'
C7	37.09'	25.00'	85°00'13"	S16°10'33"E	33.78'
C8	36.62'	25.00'	83°55'04"	N75°21'11"E	33.43'
C9	309.33'	1295.00'	13°41'10"	S69°31'52"E	308.60'
C10	39.27'	25.00'	90°00'00"	N26°24'06"E	35.35'
C11	90.00'	2625.00'	1°57'52"	N56°49'20"E	90.00'
C12	130.15'	1205.00'	6°11'18"	S36°16'19"E	130.09'
C13	36.59'	25.00'	83°51'27"	S81°17'42"E	33.41'
C14	36.59'	25.00'	83°51'27"	S01°54'20"E	33.41'
C15	275.78'	1205.00'	13°06'47"	S50°23'27"E	275.18'
C16	403.58'	1205.00'	19°11'23"	S66°32'32"E	401.70'
C17	1645.33'	1250.00'	75°24'58"	S70°53'09"E	1529.10'
C18	724.42'	2625.00'	15°48'43"	N47°56'03"E	722.13'
C19	550.86'	2375.00'	13°17'21"	N46°40'22"E	549.63'
C20	93.90'	55.00'	97°49'09"	N72°57'47"W	82.90'
C21	37.12'	25.00'	85°05'09"	S61°27'27"E	33.81'
C22	37.07'	25.00'	84°57'41"	S24°20'00"W	33.77'
C23	34.05'	25.00'	78°02'08"	N37°21'23"W	31.48'
C24	34.05'	25.00'	78°02'08"	S60°36'50"W	31.48'
C25	224.28'	1295.00'	9°55'23"	S85°19'47"E	224.00'
C26	196.52'	1295.00'	8°41'41"	S85°21'41"W	196.33'
C27	34.06'	25.00'	78°03'16"	N59°57'32"W	31.48'
C28	34.04'	25.00'	78°00'59"	S38°00'42"W	31.47'
C29	126.88'	1295.00'	5°36'49"	S74°12'47"W	126.83'
C30	39.27'	25.00'	90°00'18"	N63°35'47"W	35.36'
C31	39.28'	25.00'	90°00'49"	N26°24'06"E	35.36'
C32	588.63'	1205.00'	27°59'19"	N85°24'01"E	582.80'
C33	36.59'	25.00'	83°51'27"	S38°40'36"E	33.41'
C34	36.59'	25.00'	83°51'27"	N61°56'03"E	33.41'

DRAINAGE EASEMENT LINE DATA

LINE #	BEARING	DISTANCE
DE1	N71°22'33"E	449.89'
DE2	N69°49'26"E	161.14'
DE3	N71°24'22"E	1194.61'
DE4	N18°35'39"W	120.50'
DE5	S50°11'34"E	104.26'
DE6	S40°27'11"E	147.78'
DE7	N0°25'23"W	52.03'
DE8	S50°18'18"E	402.88'
DE9	S79°31'07"E	39.57'
DE10	S50°42'51"E	42.25'
DE11	S80°36'28"E	100.20'
DE12	S83°41'34"E	385.65'
DE13	N89°41'41"E	101.59'
DE14	S68°48'40"E	75.43'
DE15	S0°28'31"E	17.89'

PRV2206-003

GPA9902-001

REF CASE NO: PCZ1004-001

FINAL PLAT FOR
STONEGATE, BLOCKS 1-5, AND PARCELS A, B, C, & D
BEING PORTIONS OF SECTIONS 25 & 26, TOWNSHIP 11
SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

Bowman

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SCALE: H: 1"=200' C.I.:	DRAWN: CYV CHKD: KDR	DATE: 01/13/25 REV. DATE: 12/05/24 REV. DATE: 11/06/24	JOB NO. 050985-01-001	SHEET 2 OF 3
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SEQUENCE NO:

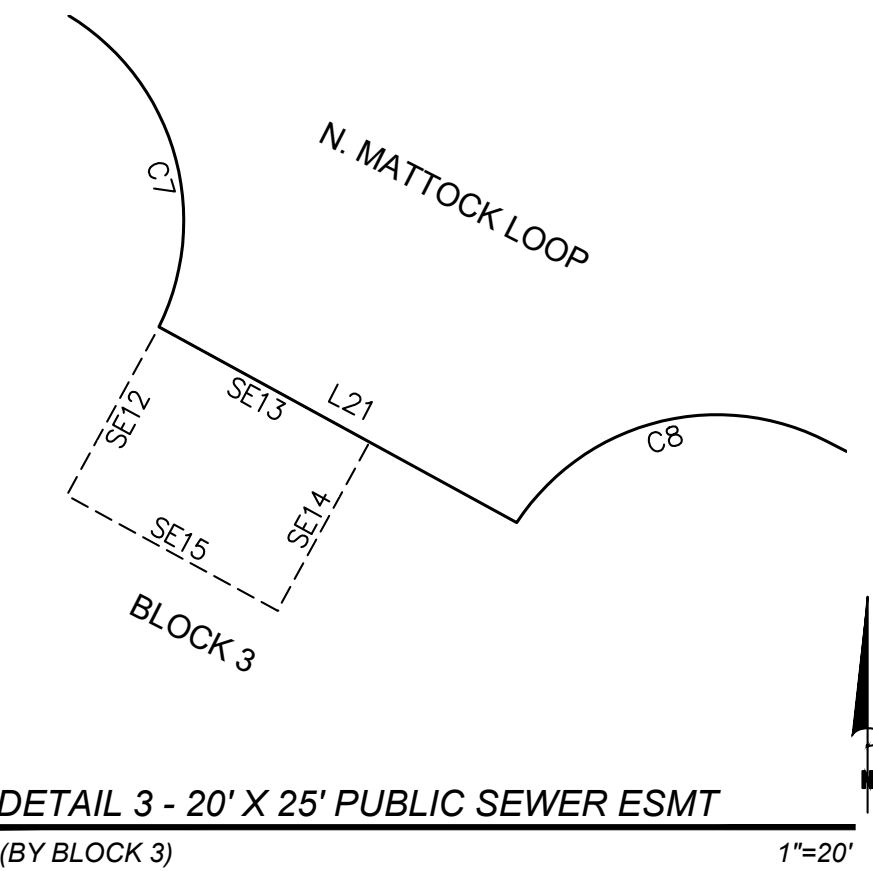
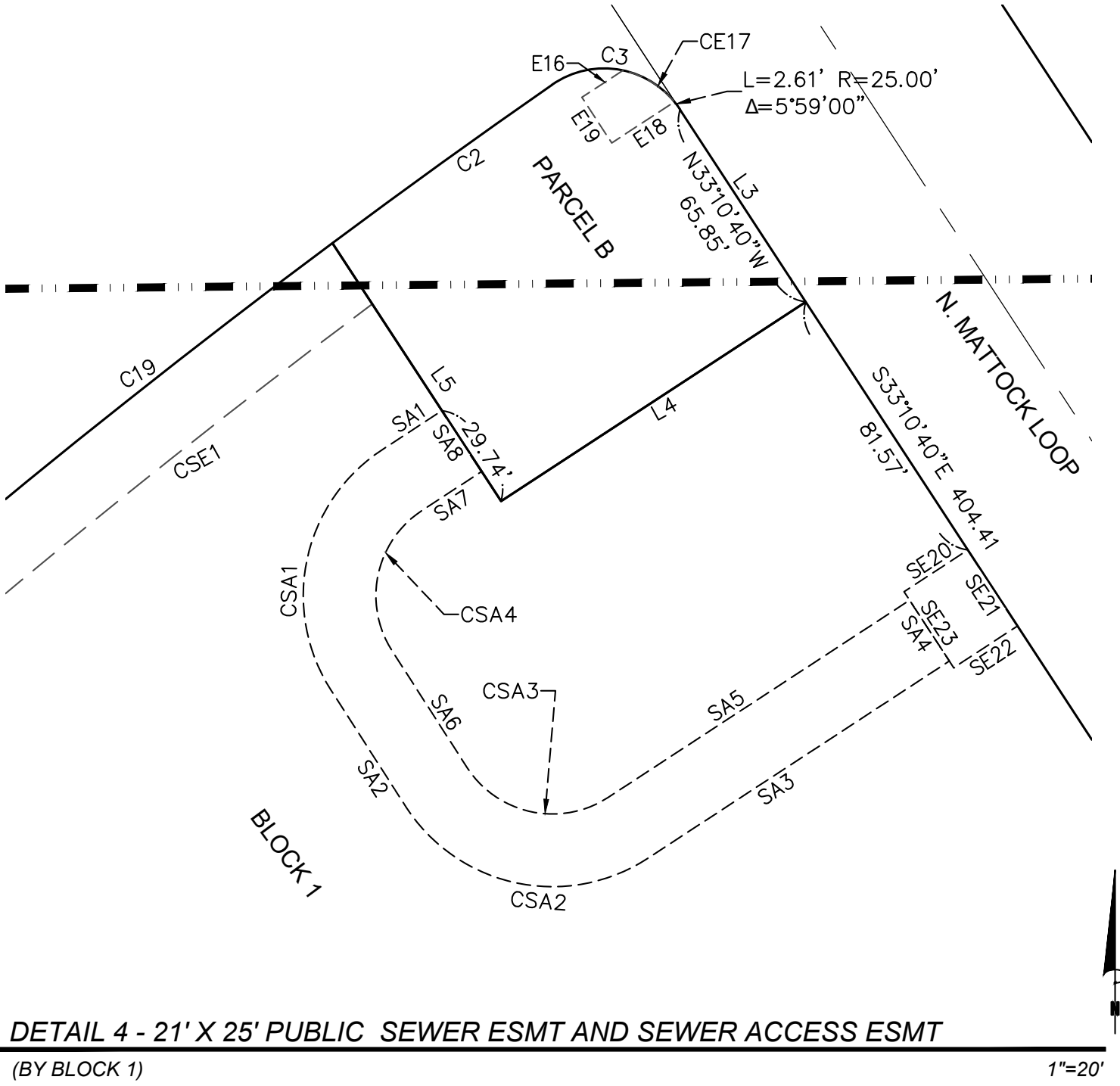
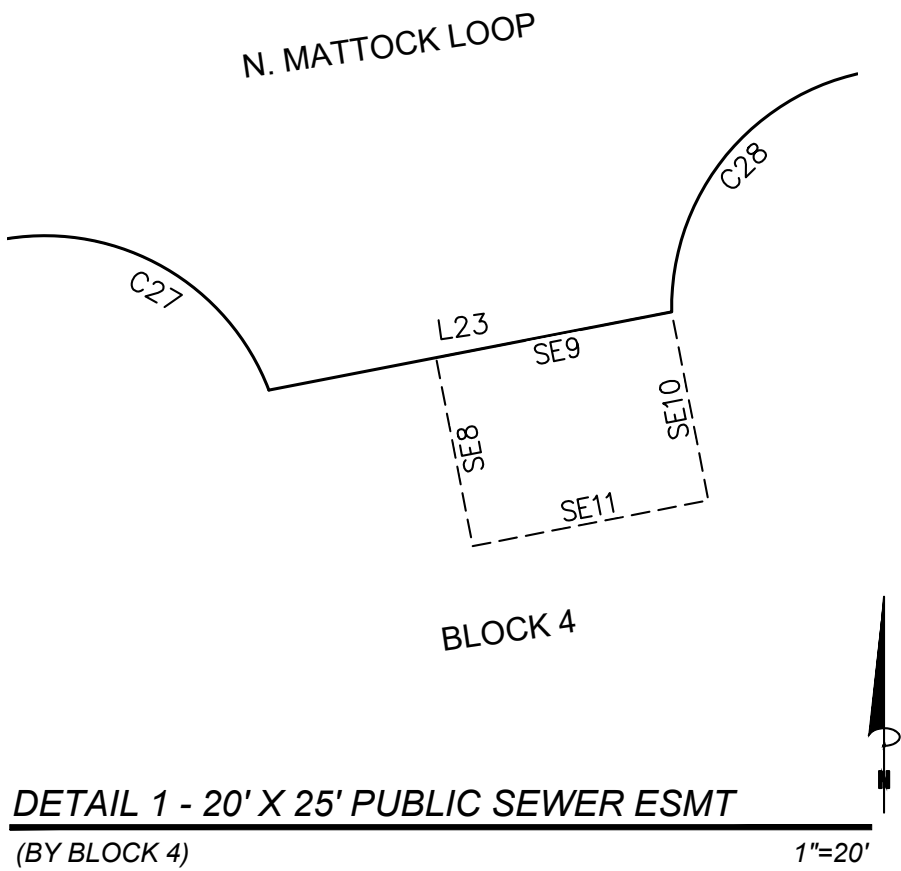
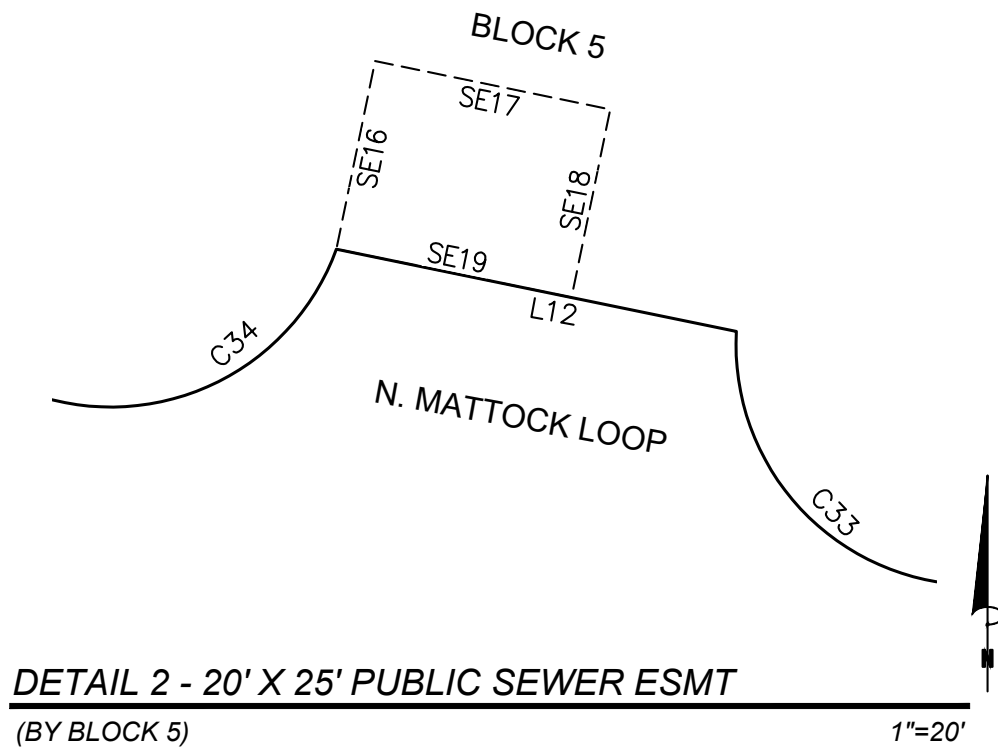
Page 13 of 96

SEQUENCE NO:

FINAL PLAT FOR STONEGATE,
BLOCKS 1-5, AND PARCELS A, B, C, & D

BEING PORTIONS OF SECTIONS 25 & 26, TOWNSHIP 11
SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

SEWER EASEMENT LINE DATA		
LINE #	BEARING	DISTANCE
SE8	S11°00'18"E	20.00'
SE9	S78°59'42"W	25.00'
SE10	N11°00'18"W	20.00'
SE11	N78°59'42"E	25.00'
SE12	N28°40'45"E	20.00'
SE13	S61°19'15"E	25.00'
SE14	S28°40'45"W	20.00'
SE15	N61°19'15"W	25.00'
SE16	N11°37'44"E	20.00'
SE17	S78°22'16"E	25.00'
SE18	S11°37'44"W	20.00'
SE19	N78°22'16"W	25.00'
SE20	N56°49'20"E	21.00'
SE21	S33°10'40"E	25.00'
SE22	S56°49'20"W	21.00'
SE23	N33°10'40"W	25.00'



SEWER ACCESS EASEMENT CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD LENGTH
CSA1	74.98'	48.00'	89°30'03"	N12°03'32"E	67.59'
CSA2	75.44'	48.00'	90°03'18"	N78°09'47"W	67.91'
CSA3	43.94'	28.00'	89°55'04"	S78°13'54"E	39.57'
CSA4	43.74'	28.00'	89°30'03"	S12°03'32"W	39.43'

SEWER ACCESS LINE DATA		
LINE #	BEARING	DISTANCE
SA1	N56°48'34"E	19.65'
SA2	N32°41'29"W	38.50'
SA3	S56°48'34"W	99.15'
SA4	S33°10'40"E	20.00'
SA5	N56°48'34"E	99.15'
SA6	S32°41'29"E	38.42'
SA7	S56°48'34"W	19.64'
SA8	S33°10'40"E	20.00'

PUBLIC UTILITY EASEMENT LINE DATA		
LINE #	BEARING	DISTANCE
E16	S56°49'20"W	13.50'
E18	N56°49'20"E	20.61'
E19	S33°10'40"E	15.00'

PUBLIC UTILITY EASEMENT CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD LENGTH
CE17	16.92'	25.00'	38°47'05"	N58°33'13"W	16.60'

CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD LENGTH
C2	74.53'	2375.00'	1°47'53"	N54°12'59"E	74.53'
C3	40.01'	25.00'	91°42'25"	S79°01'52"E	35.88'
C7	37.09'	25.00'	85°00'13"	S16°10'33"E	33.78'
C8	36.62'	25.00'	83°55'04"	N75°21'11"E	33.43'
C19	550.86'	2375.00'	13°17'21"	N46°40'22"E	549.63'
C27	34.06'	25.00'	78°03'16"	N59°57'32"W	31.48'
C28	34.04'	25.00'	78°00'59"	S38°00'42"W	31.47'
C33	36.59'	25.00'	83°51'27"	S38°40'36"E	33.41'
C34	36.59'	25.00'	83°51'27"	N61°56'03"E	33.41'
CSE1	545.00'	2355.00'	13°15'34"	S46°39'28"W	543.78'

LINE DATA		
LINE #	BEARING	DISTANCE
L3	S33°10'40"E	63.24'
L4	N56°49'20"E	100.20'
L5	N33°10'40"W	84.84'
L12	S78°22'16"E	42.53'
L23	S78°59'42"W	42.75'

NOTE: PUBLIC SEWER EASEMENTS ARE GRANTED TO MARANA
WATER BY THIS PLAT

FINAL PLAT FOR
STONEGATE, BLOCKS 1-5, AND PARCELS A, B, C, & D
BEING PORTIONS OF SECTIONS 25 & 26, TOWNSHIP 11
SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

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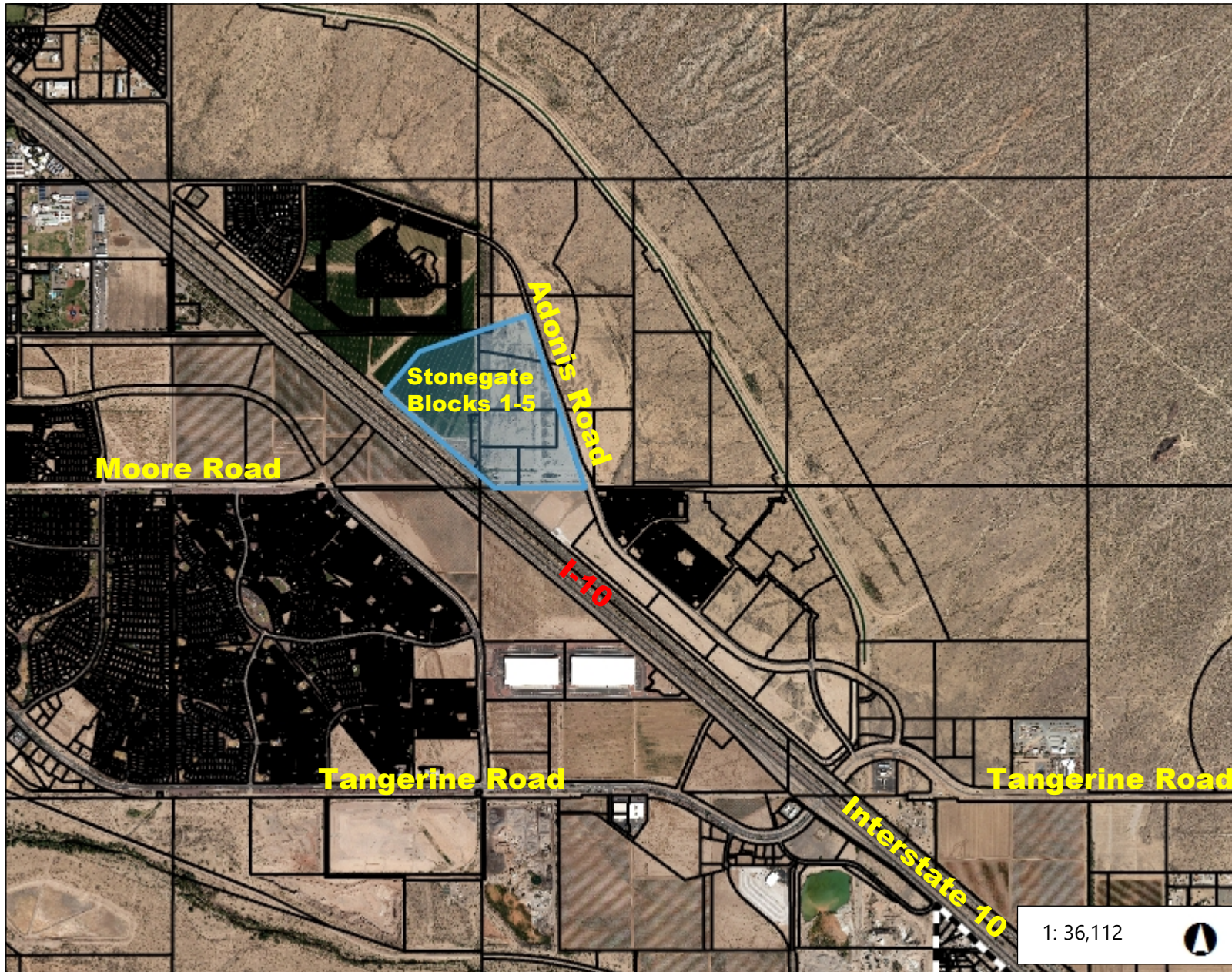
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DRAWN: CYV	DATE: 01/13/25	JOB No. 050985-01-001	SHEET
DESIGN:	REV. DATE: 12/05/24		
CHKD: KDR	REV. DATE: 11/06/24		

SCALE: H: 1"=20'
C.I.:

SEQUENCE NO:

3 OF 3



Legend

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

1: 36,112



1.1 0 0.57 1.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Marana Town Council Regular Meeting Agenda Packet
January 21, 2025

Notes



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: Stonegate

Description of Project: Block Plat 1 (Blocks 1-7)

Number of Lots: N/A

Parcel No.(s):

Gross Area (Acres): 860 +/-

Project Address: North of Mandarin, South of Adonis Trailer Park between I-10 & CAP Canel

Ref. Project No.: Bowman #050985-01-001 TOM#2206-003

CONTACT INFORMATION

Owner: CLB Real Estate Property Holdings Co., LLC

Contact Name: Carson Brown

Address: 15420 E Silver Creek Court

City: Gilbert

State: AZ

Zip: 85298

Email: carson@wholdings.com

Phone No.: (480) 831-2000

Applicant: Bowman

Contact Name: Kim Lucas

Address: 7464 N La Cholla Blvd.

City: Tucson

State: AZ

Zip: 85741

Email: klucas@bowman.com

Phone No.: (520) 329-8882

Consultant/Engineer: Bowman

Contact Name: Rob Schlicher, P.E.

Address: 7464 N La Cholla Blvd.

City: Tucson

State: AZ

Zip: 85741

Email: rschlicher@bowman.com

Phone No.: (520) 463-3200

OWNER/APPLICANT AUTHORIZATION

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

Kim Lucas

Kim Lucas

Digitally signed by Kim Lucas
DN: C=US, E=klucas@bowman.com, O=Bowman,
OU=Project Coordinator, CN=Kim Lucas
Date: 2022.08.08 10:58:08-0700

8/8/2022

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No. _____

Date Received _____



Council-Regular Meeting

C2

Meeting Date: 01/21/2025

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Scott Radden, Senior Planner

Date: January 21, 2025

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2025-005: Relating to Development; approving a Final Plat for Haciendas De Las Tortolitas at Saguaro Ranch, Lots 1-3, located north of the intersection of Old Ranch House Road and Conrads Way, within Section 17, Township 11 South and Range 11 East (Scott S. Radden)

Discussion:

Request

Rick Engineering Company, on behalf of the property owner, Saguaro Property Development, LLC, is requesting approval of a final plat consisting of three residential lots on approximately 126.3 acres within the Saguaro Ranch development.

Zoning and Land Use

The zoning of the property is "SP" Saguaro Ranch Specific Plan with a land use designation of Ranchette (R), per Ordinance No. 2015.16, adopted on August 4, 2015.

The minimum allowable lot size per the R land use designation is 36 acres. The minimum lot size provided is 41.4 acres with an average lot size 42.1 acres. The density for this subdivision is 0.24 residences per acre (RAC).

Access and Traffic Circulation

The subdivision is accessed from Old Ranch House Road, just north of the Conrads Way and Old Ranch House Road intersection. All three lots will be accessed from the end of Old Ranch House Road. No new private or public streets are proposed.

Infrastructure and Utilities

Water service will be provided to the subdivision by Tucson Water. Wastewater service will be provided by a private individual on-site disposal system. TRICO Electric will provide the electric service and Southwest Gas has natural gas facilities located within the areas adjacent to this development.

Staff Recommendation:

Staff has reviewed the request against the requirements of the Saguaro Ranch Specific Plan, the Marana Town Code, and the Marana General Plan. This Final Plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2025-005, approving a Final Plat for Haciendas De Las Tortolitas at Saguaro Ranch, Lots 1-3.

Attachments

Resolution No. 2025-005
Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2025-005

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT FOR HACIENDAS DE LAS TORTOLITAS AT SAGUARO RANCH, LOTS 1-3, LOCATED NORTH OF THE INTERSECTION OF OLD RANCH HOUSE ROAD AND CONRAD'S WAY, WITHIN SECTION 17, TOWNSHIP 11 SOUTH AND RANGE 11 EAST.

WHEREAS, on August 4, 2015, the Mayor and Town Council adopted Ordinance No. 2015.016, approving a rezoning of approximately 508 acres to create the Saguaro Ranch Specific Plan; and

WHEREAS, on September 2, 2003, the Mayor and Town Council adopted Resolution No. 2003-100, approving the Final Plat for Saguaro Ranch, Lots 9-52, Blocks 1, 2, 3 & 4, Parcel "A" (Tucson Water Res. Site), Common Area "A" (Private Streets), Common Area "B" (Landscape Buffer), recorded in the Pima County Recorder's office on September 9, 2003 in Book 57 of Maps and Plats, Page 57; and

WHEREAS, Rick Engineering Company, on behalf of the Owner, Saguaro Property Development, LLC, has applied for approval of the Final Plat for Haciendas De Las Tortolitas at Saguaro Ranch, Lots 1-3; and

WHEREAS the Mayor and Town Council, at its January 21, 2025 meeting, determined that the Final Plat for Haciendas De Las Tortolitas at Saguaro Ranch, Lots 1-3 should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that Final Plat for Haciendas De Las Tortolitas at Saguaro Ranch, Lots 1-3 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of January 2025

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

David Udall, Town Clerk

Jane Fairall, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 126.34 AC; 5,503,385 SF
2. THE EXISTING ZONING IS SP (SPECIFIC PLAN - SAGUARO RANCH) PER ORDINANCE NO. 2015.16. THE LAND USE DESIGNATION IS RANCHETTE (R).
3. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 3; DENSITY IS .024 RAC.
4. MINIMUM ALLOWABLE LOT SIZE IS 36 AC (1,568,160 SF) PER THE "R" LAND USE DESIGNATION.
5. MINIMUM LOT SIZE: 41.36 AC; 1,801,510 SF
MAXIMUM LOT SIZE: 43.24 AC; 1,883,565 SF
AVERAGE LOT SIZE: 42.11 AC; 1,834,462 SF
6. MAXIMUM BUILDING HEIGHT: 30 FEET
7. MINIMUM SITE SETBACKS:
FRONT: 40 FEET
SIDE: 30 FEET
REAR: 50 FEET
8. PARKING SPACES REQUIRED: (2 WITHIN A FULLY ENCLOSED GARAGE) = 6 SPACES
PARKING SPACES PROVIDED: (2 IN ENCLOSED GARAGE & 2 ON-SITE) = 12 SPACES
9. ALL REQUIRED PARKING WILL BE OFF STREET, ON SITE.
10. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
11. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
12. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
13. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30-INCHES AND 72-INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
15. TOTAL MILES OF NEW PRIVATE STREET IS 0.0.
16. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TUCSON WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.
17. DUE TO DESIGNED ACCESS RESTRICTIONS, ALL BUILDINGS IN THIS PROJECT WILL REQUIRE FIRE SPRINKLERS DESIGNED TO THE APPROPRIATE STANDARD. ANY BUILDING WITH ACCESS GREATER THAN 12% GRADE, ACCESS EXCEEDING 150 FEET IN LENGTH FROM THE ROADWAY TO ALL PORTIONS OF THE EXTERIOR OF THE STRUCTURE OR ACCESS WITH WIDTH OF LESS THAN 12 FEET AT ANY POINT SHALL BE EVALUATED BY NORTHWEST FIRE DISTRICT FOR FIRE PROTECTION MEASURES IN ADDITION TO AUTOMATIC FIRE SPRINKLERS.
18. THORNYDALE ROAD IS THE NEAREST PAVED ACCESS MAINTAINED BY THE TOWN OF MARANA WHICH SERVES THIS SUBDIVISION. OLD RANCH HOUSE ROAD, WHICH SERVES THIS SUBDIVISION, IS A PRIVATE STREET.
19. SEWAGE DISPOSAL FOR LOTS 1-3 SHALL BE BY A PRIVATE INDIVIDUAL ON-SITE DISPOSAL SYSTEM, AND PRIOR TO CONSTRUCTION EACH LOT MUST HAVE A SITE EVALUATION THAT MEETS THE REQUIREMENTS OF R18-9-A310 AND THAT IS PERFORMED BY AN ARIZONA REGISTERED PROFESSIONAL ENGINEER. THE COST OF AN ALTERNATIVE SYSTEM MAY BE SUBSTANTIALLY HIGHER THAN A CONVENTIONAL DISPOSAL SYSTEM.
20. BASED UPON PRELIMINARY SITE ANALYSIS, ADDITIONAL TREATMENT WITH TEXTILE FILTER WITH UV DISINFECTION, OR AN APPROVED EQUAL, WILL BE NECESSARY TO OVERCOME THE SITE LIMITATIONS ON EACH LOT. THE ALTERNATIVE SYSTEM SHALL BE DESIGNED BY AN ARIZONA REGISTERED PROFESSIONAL ENGINEER. THE TEXTILE FILTER AND UV DISINFECTION, OR APPROVED EQUIVALENT, SHALL MEET ALL APPLICABLE REQUIREMENTS OF A.A.C. TITLE 18 CHAPTER 9 AND SHALL INCLUDE THE FOLLOWING CRITERIA:
1. PRODUCE EFFLUENT THAT HAS A TSS OF 15 MG/L, 30 DAY ARITHMETIC MEAN.
2. BOD OF 15 MG/L, 30 DAY ARITHMETIC MEAN.
3. TOTAL NITROGEN OF 30 MG/L, 5 MONTH ARITHMETIC MEAN.
4. TOTAL COLIFORM OF 10 CFU/100 ML.
5. UNIT SHALL INCLUDE REMOTE MONITORING CAPABILITIES.
6. UV DISINFECTION UNIT WITH ALARM, OR APPROVED EQUIVALENT.
- DRIP IRRIGATION DISPOSAL SYSTEM SHALL MEET THE REQUIREMENTS SET FORTH IN R-18-9-E322 FOR CATEGORY.
21. THE MAXIMUM ALLOWABLE DISTURBANCE AREA FOR THE RANCHETTES LAND USE DESIGNATION WILL BE 100,000 SF PER LOT. THIS AREA DOES NOT INCLUDE DISTURBANCE FOR DRIVEWAYS OR SEWERAGE DISPOSAL SYSTEMS. TEMPORARY FENCING IS REQUIRED AROUND AREAS OF DISTURBANCE PRIOR TO GRADING. ALL NON DISTURBED AREAS ON LOTS ARE SUBJECT TO A NON DISTURBANCE EASEMENT.

FOR ADDITIONAL GENERAL NOTES SEE SHEET 2

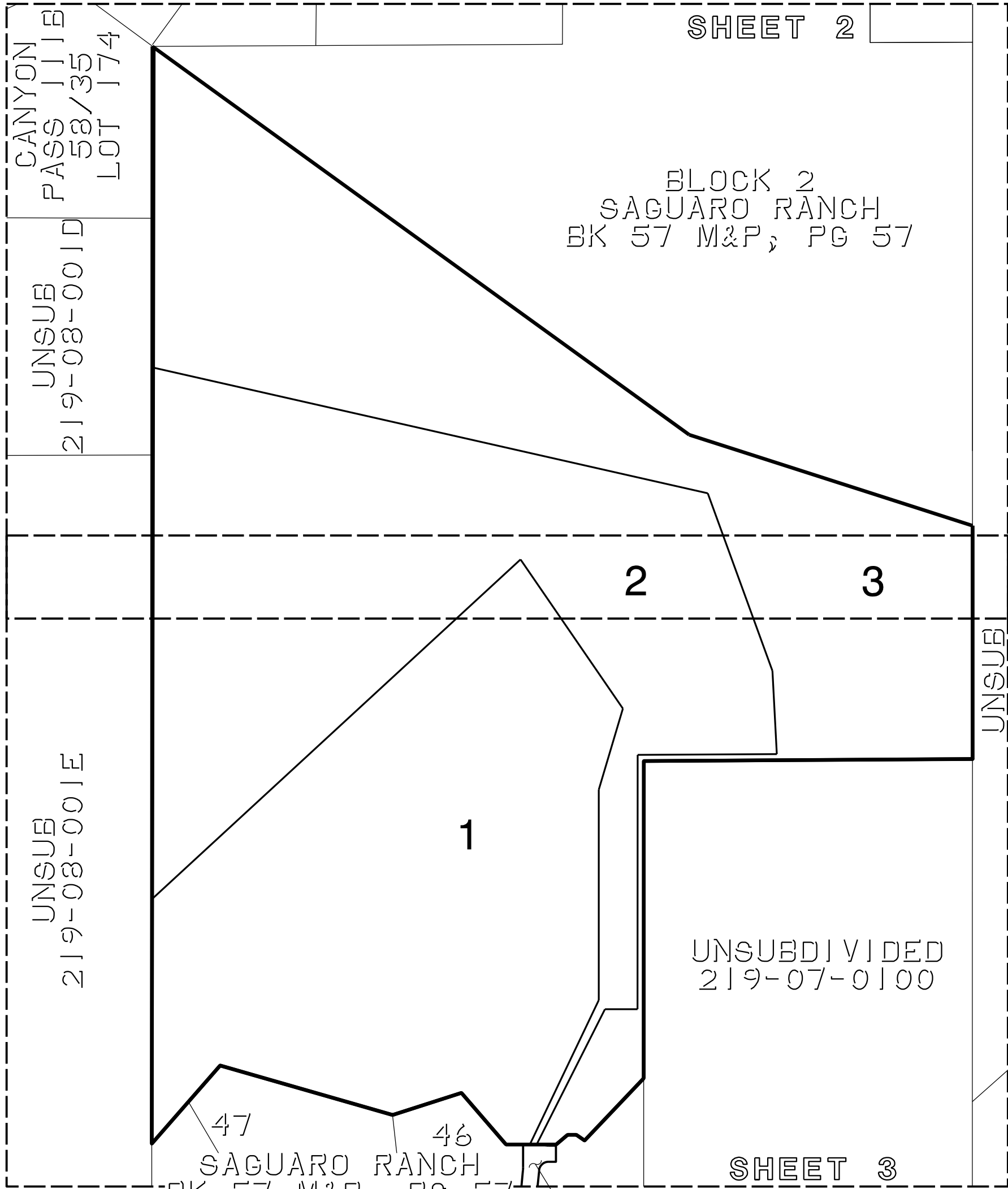


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TUCSON, AZ 85712
520-795-1000

rickengineering.com

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TOWN OF MARANA APPROVALS

MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER _____, P.E. _____ DATE _____

MARANA PLANNING MANAGER _____ DATE _____

CERTIFICATION

I, _____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 2025.

CLERK OF THE TOWN OF MARANA _____ DATE _____

ASSURED WATER SUPPLY

THE UNDERSIGNED CERTIFIES THAT IT IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY AND WILL PROVIDE WATER SERVICE TO THIS SUBDIVISION.

BY: _____

ITS: _____
CITY OF TUCSON WATER DEPARTMENT _____ DATE _____

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE BENEFICIARIES OF TRUST NO. 60,573, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST ARE:

SAGUARO PROPERTY DEVELOPMENT, LLC
2601 4TH AVE, SUITE F16
FLOOR 6
SEATTLE WA 98121-3208
(206)448-1992

RECORDING

SEQ: #2025 _____

FEE: _____

STATE OF ARIZONA _____

COUNTY OF PIMA _____

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.

DATE _____
TIME _____

WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN

GABRIELLA CAZARES-KELLY, COUNTY RECORDER

BY: _____

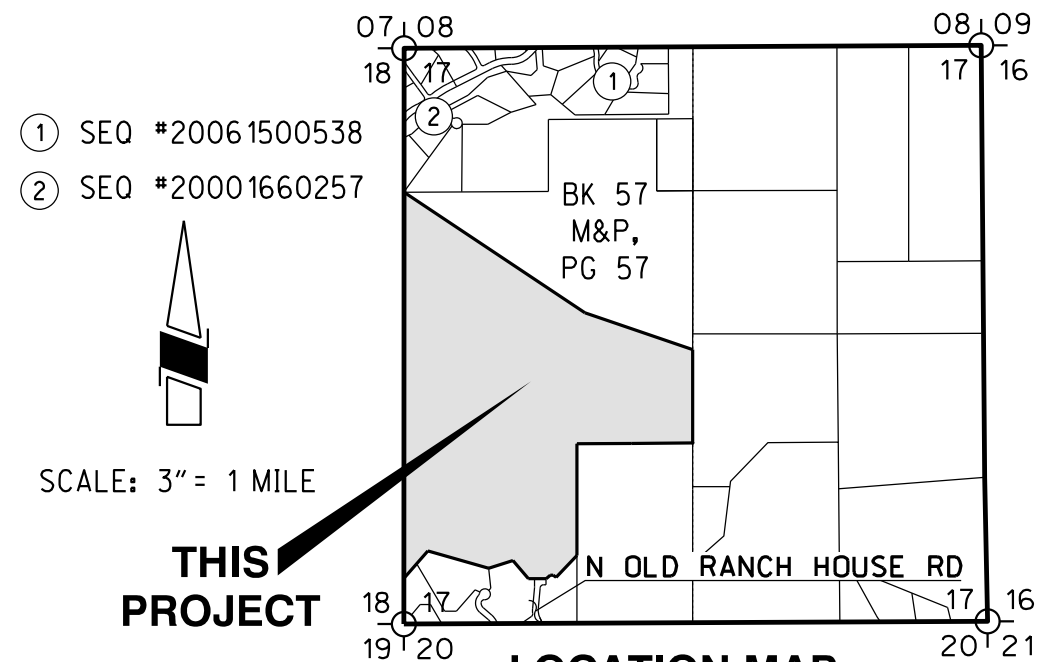
DEPUTY

ADMINISTRATIVE ADDRESS

14470 NORTH OLD RANCH HOUSE ROAD
MARANA, AZ 85658

SHEET INDEX

- 1 COVER SHEET
2 FINAL PLAT SHEET & NOTES
3 FINAL PLAT & TABLES



LEGEND

SYMBOL	ITEM
	MONUMENT/LOT CORNER PER SAGUARO RANCH 11 (BK 61 M&P, PG 89)
	LOT CORNER TO BE SET BY RLS
23	LOT NUMBER
23	EXISTING SUBDIVISION LOT NUMBER
---	EXIST R/W
----	SECTION LINE
=====	SUBDIVISION BOUNDARY
=====	LOT LINE
----	CENTERLINE
----	EASEMENT BOUNDARY
----	100-YEAR FLOOD PRONE LIMIT
----	BUILDING EROSION HAZARD SETBACK LIMIT
---	LOT 3 ACCESS
★	LOTS 1 & 2 ACCESS
(R)	RECORD PER BK 57 M&P, PG 57

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST FROM FIDELITY NATIONAL TITLE INSURANCE COMPANY, INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,573 AS RECORDED IN SEQ #2025. 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 _____

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17, T11S, R13E, AS SHOWN ON THE FINAL PLAT FOR SAGUARO RANCH, BOOK 57, PAGE 57, M&P, AS MONUMENTED BY A 3" GLO BRASS DISC AT THE SOUTHWEST QUARTER OF SAID SECTION AND A 3" GLO BRASS DISC AT THE WEST QUARTER OF SAID SECTION. SAID BEARING BEING N00°02'10"E.

CERTIFICATION OF FLOOD PLAIN

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

CERTIFICATION OF SURVEY

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

FINAL PLAT FOR

HACIENDAS DE LAS TORTOLITAS AT SAGUARO RANCH LOTS 1 - 3

BEING A RESUBDIVISION OF A PORTION OF BLOCK 2 OF SAGUARO RANCH, LOTS 9-52, BLOCKS 1, 2, 3, & 4, PARCEL "A" (TUCSON WATER RES. SITE), COMMON AREA "A" (PRIVATE STREETS), COMMON AREA "B" (LANDSCAPE BUFFER), RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE IN BOOK 57, PAGE 57, SECTION 17, TOWNSHIP 11 SOUTH, RANGE 13 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PRV-03072-f, PCZ1409-001,
ENG2411-004, ENG2412-001

PRV2401-001
SHEET 1 OF 3

SEQUENCE #2025

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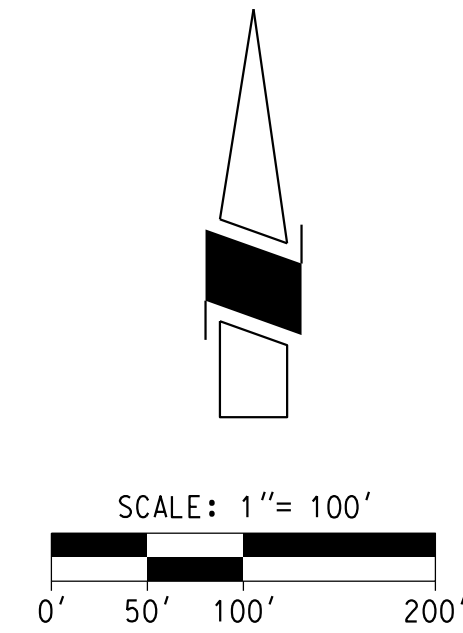
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CANYON PASS
1118
BK 58 M&P;
PG 35
LOT 174
SP -
DOVE MOUNTAIN

UNSUBDIVIDED
219-03-001D
SP -
DOVE MOUNTAIN

UNSUBDIVIDED
219-03-001E
SP -
DOVE MOUNTAIN

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TUCSON, AZ 85712
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BLOCK 2
SAGUARO RANCH
BK 57 M&P; PG 57
SP - SAGUARO RANCH

DELINEATION BOUNDARY OF 150'
OFFSET FROM EXISTING PEAKS
AND RIDGES PER PLAT BK-57 M&P, PG 57

3
1,801,510 SF
41.36 AC

2
1,883,565 SF
43.24 AC

1
1,818,310 SF
41.74 AC

SEE SHEET 3

GENERAL NOTES - CONTINUED

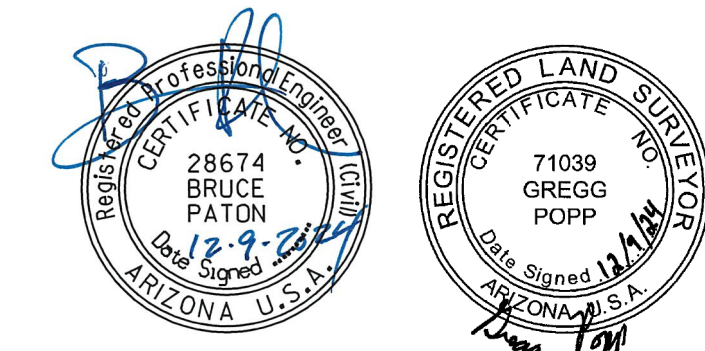
22. PATIO WALLS SHALL NOT BE CONSTRUCTED ALONG THE PERIMETER OF THE INDIVIDUAL LOTS, EXCEPT ON OCCASION TO PROTECT FROM OFFSITE VIEWS OR ADJACENT TRAFFIC OR HEADLIGHTS; HOWEVER, THEY MAY BE CONSTRUCTED AT THE BOUNDARY OF THE GRADING ENVELOPE.
23. ALL SLOPES HAVING A HEIGHT GREATER THAN 4 FEET SHALL BE CONSTRUCTED USING NATIVE STONE AS PART OF A RETAINED EARTH WALL OR AS A VENEER TO A MASONRY OR CAST-IN-PLACE CONCRETE RETAINING WALL UNLESS THEY ARE CUT IN ROCK AND A GEOTECHNICAL ENGINEER CERTIFIES THEIR STABILITY. IF A RETAINED EARTH WALL IS CONSTRUCTED, THE INTERSTITIAL AREAS BETWEEN THE ROCKS SHALL BE PLANTED WITH NATIVE PLANT MATERIAL AN SHALL AT A MINIMUM INCLUDE ONE NATIVE PLANT OF A TYPE INDIGENOUS TO THE SITE FOR EVERY 20 LINEAR FEET OF WALL. IF THE ROCK EMPLOYED IN THE VENEER OR THE FACE OF A STABLE ROCK CUT FACE IS NOT OF A PATINA MATCHING THE SURROUNDING FIELD STONE, A STAIN OR A WEATHERING TREATMENT SHALL BE APPLIED ON THE ROCK FACE. IF THE EXISTING VEGETATION ON THE LOTS AFFORDS EFFECTIVE SCREENING OF THE RETAINING WALL, THE PLANTING REQUIREMENTS MAY BE REDUCED UPON APPROVAL OF THE TOWN'S PLANNING AND ZONING DIRECTOR.
24. A SIGN IDENTIFYING THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE BUILDER AS WELL AS THE LOT NUMBER AND ADDRESS OF THE SITE SHALL BE POSTED IN A MANNER THAT IS VISIBLE AND LEGIBLE FROM THE FIRE DEPARTMENT ACCESS ROAD. THIS SIGN SHALL BE POSTED COMMENCING WITH PLACEMENT OF THE FLOOR SLAB AND SHALL REMAIN UNTIL COMPLETION OF THE FINAL INSPECTION.
25. ANNEXATION INTO THE NORTHWEST FIRE DISTRICT BY RESOLUTION 2005-016, A RESOLUTION OF THE NORTHWEST FIRE DISTRICT BOUNDARIES NORTH THORNYDALE ANNEXATION RECORDED IN DOCKET 12541 PAGE 441.
26. THE RELEVANT SAGUARO RANCH AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS AND SAGUARO RANCH ARCHITECTURAL DESIGN GUIDELINES REFERENCED THEREIN MAY CONTAIN MAXIMUM BUILDING HEIGHTS LESSER THAN CONTAINED IN GENERAL NOTE 6 AND SETBACKS GREATER THAN REFERENCED IN GENERAL NOTE 7.
27. THIS SUBDIVISION IS A RE-SUBDIVISION OF A PORTION OF BLOCK 2 OF SAGUARO RANCH, RECORDED IN BOOK 57, PAGE 57, (SECTION 17, TOWNSHIP 11 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA) AND SUPERSEDES AND REPLACES ANY PROVISIONS OR RESTRICTIONS THEREOF AS TO THE SUBDIVISION.
28. DESIGN EXCEPTION REQUESTS WERE APPROVED ON DECEMBER 5, 2024 FOR THE FOLLOWING:
 - A. ENG2411-004 - TO ALLOW FOR STREET FRONTAGES OF LESS THAN 30 FEET ALONG NORTH OLD RANCH HOUSE ROAD FOR LOTS 1 THROUGH 3.
 - B. ENG2412-001 - USE OF THE RANCHETTE STREET SECTION (MARANA STANDARD DETAIL NO. 100-7) PER SECTION 4.15 OF THE MARANA SUBDIVISION STREET STANDARDS MANUAL.

BLOCK 2
SAGUARO RANCH
BK 57 M&P; PG 57
SP - SAGUARO RANCH

SEE SHEET 3 FOR
FLOOD PLAIN
INFORMATION
& TABLES

SOUTH LINE OF THE NW 1/4 OF SECTION 17
NORTH LINE OF THE SW 1/4 OF SECTION 17

S72°11'48"E 959.85'



FINAL PLAT FOR HACIENDAS DE LAS TORTOLITAS AT SAGUARO RANCH LOTS 1 - 3

BEING A RESUBDIVISION OF A PORTION OF BLOCK 2 OF SAGUARO RANCH, LOTS 9-52, BLOCKS 1, 2, 3, & 4, PARCEL "A" (TUCSON WATER RES. SITE), COMMON AREA "A" (PRIVATE STREETS), COMMON AREA "B" (LANDSCAPE BUFFER), RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE IN BOOK 57, PAGE 57, SECTION 17, TOWNSHIP 11 SOUTH, RANGE 13 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PRV-03072-f, PCZ1409-001,
ENG2411-004, ENG2412-001

PRV2401-001
SHEET 2 OF 3

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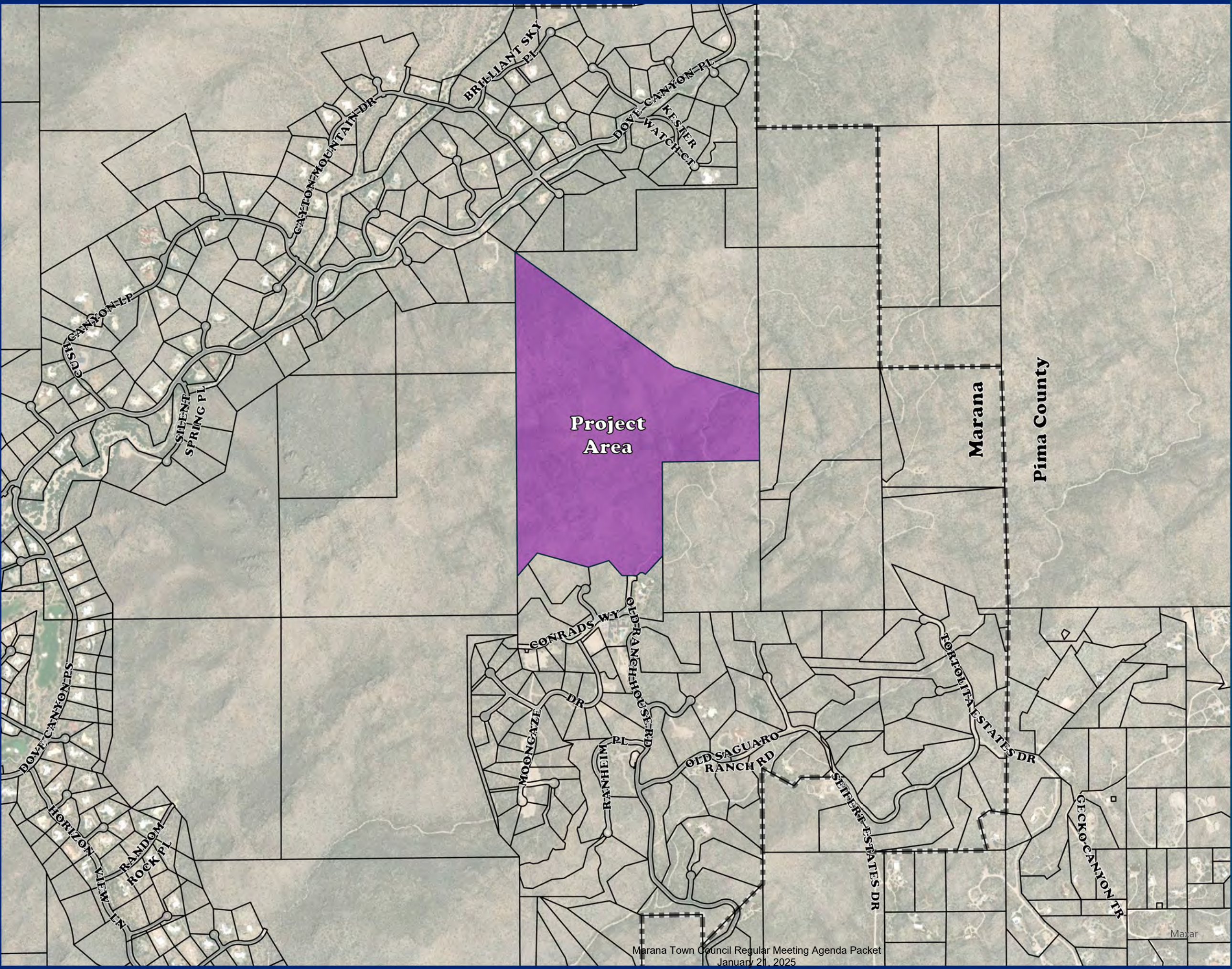
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TOWN OF MARANA

PIMA COUNTY, AZ

-  Project Area
-  Parcels



By: SSR Date: 12/27/2024

**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: Haciendas de las Tortolitas at Saguaro Ranch Lots 1-3 Final Plat

Description of Project: detached single family residential subdivision

Number of Lots: 3

Parcel No.(s): 219-10-075B

Gross Area (Acres): 126.34

Project Address: 14470 North Old Ranch House Road (Administrative Address)

Ref. Project No.: PCZ1409-001

CONTACT INFORMATION**Owner:** Saguaro Property Development, LLC

Contact Name: Scott Lundberg

Address: 2601 N. 4th Ave, Suite F16

City: Seattle

State: WA

Zip: 98121

Email: slundberg@glpattorneys.com

Phone No.: (206) 448-1992

Applicant: Rick Engineering Company

Contact Name: Steven Vasquez

Address: 3945 East Fort Lowell Rd., Suite 111

City: Tucson

State: AZ

Zip: 85712

Email: svasquez@rickengineering.com

Phone No.: (520) 795-1000

Consultant/Engineer: Rick Engineering Company

Contact Name: Paul Iezzi

Address: 3945 East Fort Lowell Rd., Suite 111

City: Tucson

State: AZ

Zip: 85712

Email: piezzi@rickengineering.com

Phone No.: (520) 795-1000

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.)

Steven E. Vasquez

Applicant Name (PRINT)


Signature

1/12/2024

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No. _____

Date Received _____



Council-Regular Meeting

C3

Meeting Date: 01/21/2025

To: Mayor and Council

Submitted For: Jeffrey Pridgett, Police Chief

From: Jennifer Mangialardi, Executive Assistant

Date: January 21, 2025

Strategic Plan Focus Area:

Not Applicable

Strategic Plan Focus Area Additional Info:

N/A

Subject: Resolution No. 2025-006: Relating to the Police Department; approving and authorizing the Police Chief to execute an agreement between Pima County Superior Court and Marana Police Department to allow the exchange of court information to determine disposition of cases (Chief Pridgett)

Discussion:

The Pima County Superior Court's STEPs (Supportive Treatment and Engagement Program) is an evidence-based, pre-indictment, drug diversion court providing short-term targeted treatment to suspects charged with first- or second-time felony drug possession. The Marana Police Department (MPD) currently has over 50 cases involving suspects arrested for drug-related charges that entered into the STEPs program. On November 21, 2023, the Town Council adopted Resolution No. 2023-115 approving a previous version of the data sharing agreement. MPD seeks to continue to gather necessary information regarding disposition of cases entered into the STEPs program so that MPD can accurately classify, clear, and properly document adjudication of drug-related arrest cases.

STEPS information is not separated by arresting agency or arresting agency case report number, so the Marana Police Department provides Pima County Superior Court with identifying information of STEPs participants initially arrested by MPD. The

identifying information includes the participant's name, date of birth, and Pima County Sheriff Department booking identification number. When Pima County Superior Court receives the identifying information, the Court provides MPD with the STEP's participant status update. Status is one of the following categories: in progress, graduated, not graduated/not indicted, or other. Pima County Superior Court requires MPD to sign the agreement to authorize the outlined data exchange. Once MPD receives the data authorized by the agreement, MPD is able to accurately classify, clear and properly document the adjudication of its drug-related arrest cases that were entered into the STEP's Program.

This agreement will expire on December 31, 2025 unless the parties mutually agree to an extension.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2025-006.

Suggested Motion:

I move to adopt Resolution No. 2025-006 approving and authorizing the Police Chief to execute an agreement between Pima County Superior Court and Marana Police Department to allow the exchange of court information to determine disposition of cases.

Attachments

Resolution No. 2025-006

Exhibit A - Data Exchange Contract

MARANA RESOLUTION NO. 2025-006

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

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

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

WHEREAS on November 21, 2023, the Town Council adopted Resolution No. 2023-115, approving a previous version of the data sharing agreement; and

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

WHEREAS Pima County Superior Court and MPD desire to enter into an updated data sharing agreement that will allow for the exchange of information to determine the disposition of MPD cases entered into the STEPs program; and

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

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

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

Police Chief is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of January, 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

**ARIZONA SUPERIOR COURT IN PIMA COUNTY
AND
MARANA POLICE DEPARTMENT**

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

1. **Purpose** - This Agreement is intended to allow the exchange of information, between the Court and the Marana Police Department (MPD). The Marana Police Department intends to gather STEPS program information from the court so it can accurately classify, clear and properly document adjudication for drug related arrest crimes. Currently the Marana Police Department has over 50 cases where a suspect was arrested for drug related charges with no court adjudication knowledge of the cases because the defendants were entered into the STEPS program. The Marana Police Department intends to mine the information provided so it can cross reference our “open” cases so a disposition can be attached and the cases can be closed.
2. **Effective Date** - This Memorandum of Understanding (MOU) shall begin upon execution and shall terminate on December 31, 2025, unless the parties mutually agree upon an extension.
3. **Process** - Because STEPS program information is not separated by arresting agency or arresting agency case report number, MPD requests STEPs participant status updates for individuals initially arrested by MPD. This information will allow the MPD to update its records or seek further prosecution to its drug association cases with no known disposition.

MPD shall provide the Court with identifying information of STEPs participants initially arrested by MPD. Identifying information includes participant’s name, date of birth, and Pima County Sheriff Department booking identification number.

Once the Court has received identifying information, the Court shall provide MPD with STEPs participant status update. Status will be one of five categories: in progress, graduated, indicted, not graduated/not indicted, or other.

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

4. **Payment** – Not applicable
5. **Confidentiality of Records** -The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules, and regulations concerning confidentiality, in particular, A.R.S. § 8-807, and Rule 123, Rules of the Supreme Court. Contractor has procedures and controls which allow the distinction between confidential records and records that must be disclosed under public records law. The Court will assist Contractor in making this distinction in response to a public records request for Court records. Contractor also agrees that personally identifiable records and

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

6. **Insurance** – Pima County Superior Court is insured by the State of Arizona Department of Administration Risk Management Division. The Town of Marana is insured by the Arizona Municipal Risk Retention Pool.
7. **Cancellation.** This Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511. Either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement, on behalf of the party canceling the agreement is, at any time while this Agreement or any extension is in effect, an employee or agent of the other party with respect to the subject matter of this Agreement.
8. **Waiver.** None of the provisions of the Agreement may be waived, changed, or altered except in writing signed by both parties.
9. **Indemnification.** Each party (as Indemnitor) agrees to defend, indemnify, and hold harmless the other party (as Indemnitee), from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as Claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
10. **Records.** Pursuant to A.R.S. §§ 35-214 and 35-215, Contractor shall retain all data books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the state of Arizona at reasonable times. Upon request, Contractor shall produce the original of any or all such records.
11. **Non-Discrimination.** The parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
12. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Arizona.
13. **Dispute Resolution.** The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

14. **Special Terms and Conditions for Records Access Agreements.** Contractor agrees to the following:
- A. **Duty to protect records.** Contractor shall protect the data from unauthorized access and misuse and shall ensure the security and confidentiality of any data that are sealed or closed by rule 123 or any other rule or law.
 - B. **Unauthorized re-dissemination prohibited.** Contractor will not copy or re-disseminate any data that are sealed or closed by rule or law other than for the stated purposes.
 - C. **Commercial use prohibited.** Contractor will not use the data to sell a product or service to an individual or the general public.
 - D. **Employee training.** Contractor will inform its employees of the requirements imposed by applicable federal and state laws, rules, and terms of this Agreement.
 - E. **Correcting data errors.** If requested by the individual who is the subject of any data provided, Contractor will cooperate with the individual and the Court in correcting any inaccurate or incomplete records provided by the Court. Contractor will notify Court of any data inaccuracies identified by Contractor.
 - F. **Response to public records requests.** Contractor agrees to consult with the Court prior to releasing any data provided under this Agreement in response to a public records request.
 - G. **Merging records.** Prior to merging any data obtained from the Court with other data concerning an individual or organization, Contractor will ensure there is sufficient identifying information to reasonably conclude that the data concerns the same individual or organization.
 - H. **Change management.** The parties shall agree on a change management process and allocation of responsibilities for ensuring any unilateral software modifications do not disrupt the ongoing exchange of electronic case record information.
 - I. **Compliance with audits and investigations.** Contractor agrees that the Court may audit Contractor's compliance with the terms and conditions of this Agreement and that Contractor will permit the Court's use of and access to the data provided.
 - J. **Assignment** – The parties shall agree on how the records or data will be exchanged, and if done so electronically, the format, timing, and frequency of exchanges.
 - K. **Release of records** - All applicable rules and laws pertaining to the release of the records and data have been disclosed by the parties.
15. **Entire Understanding** -This Agreement contains the entire understanding of the parties. There are no representations or other provisions other than those contained herein, and every amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

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

Notice to the Court:

Arizona Superior Court in Pima County
110 W. Congress
Tucson, Arizona 85701
Attn: Adam Redding
Contract and Procurement Manager

Notice to the Contractor:

Marana Police Department
11555 West Civic Center Drive
Marana, AZ 85653
Attn: Police Chief Jeffrey Pridgett

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

ARIZONA SUPERIOR COURT

MARANA POLICE DEPARTMENT

Hon. Danelle B. Liwski, Presiding Judge

Chief Jeffrey Pridgett, Marana Police Dept.

Date: _____

Date: _____



Council-Regular Meeting

C4

Meeting Date: 01/21/2025

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Diahn Swartz, Traffic Manager

Date: January 21, 2025

Strategic Plan Focus Area:
Vibrant Community

Strategic Plan Focus Area Additional Info:

A goal of the Vibrant Community Focus Area is to provide a safe and *connected* multi-modal transportation system to support the mobility needs of present and future residents. This IGA allows the Arizona Department of Transportation (ADOT) to share up to 12 strands of fiber installed in ADOT right of way for the exclusive use by the Town of Marana. The use of fiber along I-10 allows traffic signals in North Marana to be connected to the traffic signal system, for improved traffic operations and traffic signal monitoring.

Subject: Resolution No. 2025-007: Relating to Public Works; approving and authorizing the Mayor to execute the Intergovernmental Agreement between the State of Arizona and the Town of Marana for use of fiber and conduit for the Town's Intelligent Transportation System (ITS) (Fausto Burruel)

Discussion:

The Arizona Department of Transportation maintains Interstate 10, including Freeway Management System (FMS) elements, such as variable message signs. These FMS elements are connected throughout the State of Arizona using fiber optic communications cable that is installed underground along the I-10 corridor. The Town of Marana is able to enter into an Intergovernmental Agreement that would allow the Town of Marana exclusive access to up to 12 strands of fiber for communications connectivity along Interstate 10 within Town limits. The fiber will allow the Town of Marana to connect traffic signals in North Marana to the traffic signal system for

improved traffic operations and monitoring of traffic signals.

Staff Recommendation:

Staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2025-007, approving and authorizing the Mayor to execute the Intergovernmental Agreement between the State of Arizona and the Town of Marana for use of fiber and conduit for the Town's Intelligent Transportation System (ITS).

Attachments

Resolution No. 2025-007

Exhibit A - ADOT Fiber IGA

MARANA RESOLUTION NO. 2025-007

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF MARANA FOR USE OF FIBER AND CONDUIT FOR THE TOWN'S INTELLIGENT TRANSPORTATION SYSTEM (ITS)

WHEREAS the Arizona Department of Transportation (ADOT) maintains Interstate 10, including Freeway Management System (FMS) elements, such as variable message signs, which are connected throughout the State of Arizona using fiber optic communications cable that is installed underground along the I-10 corridor; and

WHEREAS ADOT has offered the Town of Marana the opportunity to enter into an Intergovernmental Agreement (IGA) that will allow the Town of Marana exclusive access to up to 12 strands of fiber for communications connectivity along Interstate 10 within Town limits, allowing the Town to connect traffic signals in north Marana to the traffic signal system for improved traffic operations and monitoring of traffic signals; and

WHEREAS the Town is empowered by A.R.S. §§ 9-240 and 11-952 to enter into this IGA; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the IGA addressed by this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Intergovernmental Agreement between the State of Arizona acting by and through its Department of Transportation and the Town of Marana for use of fiber and conduit for the Town's Intelligent Transportation System (ITS) as set forth on Exhibit A attached to and incorporated within this resolution by this reference is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of January 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

ADOT CAR No.: IGA 23-0009527-I
AG Contract No.: P0012024001947
Project Location/Name: Fiber and
Conduit for ITS
Type of Work: MAINTAGR

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF MARANA

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF MARANA, an Arizona municipal corporation, acting by and through its MAYOR and TOWN COUNCIL (the "Town" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 9-240 to enter into this Agreement and has by resolution, if required, a copy of which is attached to and made a part of this Agreement, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The Local Agency will design, for installation, fiber optic cabling, cabinets, pull boxes, and facilities running approximately 15 miles along Interstate 10, (I-10) from Marana Road to Orange Grove Road, to expand their Intelligent Transportation Systems (the "Project"). The Local Agency will utilize existing State fiber, pull boxes, and conduit to complete their Project, and may also construct new pull boxes adjacent to and within the existing State right of way and for splicing connections, as necessary. The Local Agency is responsible for all costs associated with the Project. The purpose of this Agreement is to establish the responsibilities of the Parties.
4. The foregoing Recitals shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. Any future modifications within the Project limits required for transportation purposes and resulting in the removal or alteration of the Project will have precedence over the Project and there will be no compensation owed to the Local Agency.
 - b. The Parties will coordinate with each other when responding to and repairing any damage to the fiber system which may impact the other systems through use of shared fiber, pull boxes, and/or conduit.
2. The State will:
 - a. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
 - b. Provide up to 12 strands of fiber for communications in the State's Freeway Management System (FMS) conduit to the Local Agency for the Local Agency's sole use.
 - c. Issue, in accordance with the established procedures of the State's Southcentral District Permit Office, a permit for the initial construction of the Project, separate permits for related pre-construction activities (such as pot-holing, utility work, survey, etc.), and a permit on a yearly basis for routine maintenance and emergency work. Routine maintenance and emergency work will be defined within the permit. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.
 - d. Review the design plans, specifications and other such documents and services required for the Project within the State's right of way and provide comments to the Local Agency as appropriate.
3. The Local Agency will:
 - a. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.
 - b. Be responsible for all Project costs incurred in performing and accomplishing the work as set forth under this Agreement.
 - c. Have sole access to 12 strands of fiber for the purpose of communications in the State's FMS conduit and will not lease said fiber to any other agency, private company or jurisdiction during the life of this Agreement.
 - d. Submit an encroachment permit application with all required documentation to the State's Southcentral District Permit Office for the initial construction of the Project, separate encroachment permit applications for related pre-construction activities as

- needed, and an encroachment permit application for routine maintenance and emergency work.
- e. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work to keep that permit valid.
 - f. Notify the State's Southcentral District Permit Office of any emergency maintenance work affecting the State right of way.
 - g. Submit an encroachment permit application for any new construction or installation.
 - h. Access the facilities only as approved in the encroachment permit(s).
 - i. Prepare and provide the design documents required for the Project and incorporate comments from the State as appropriate.
 - j. Not proceed with construction until ADOT has concurred with the location and reviewed and approved final design.
 - k. Comply with the latest edition Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and adopted by ADOT, as per A.R.S. § 28-641, when performing any work under this Agreement. Traffic Control plans will be processed through the State's Southcentral District Permits Office.
 - l. Be responsible for any and all costs, including maintenance costs, of all components, including but not limited to new pull boxes and spliced connections, associated with the Project. Restore any disturbed area to pre-Project conditions at the Local Agency's sole expense, at the request of the State.
 - m. In response to Arizona 811 (Blue Stake) ticket, be responsible for marking their own utility in the State's right of way.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be cancelled at any time, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that in the event this Agreement is terminated the State shall not allow the Local

Agency to construct the Project in the State's right of way without entering into subsequent agreements.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
7. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
8. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
9. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
10. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
11. Non-Discrimination. This Agreement 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. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
12. Non-Availability of Funds. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this

Agreement, this Agreement may be terminated by the applicable Party at the end of the period for which the funds are available. No liability shall accrue to the Party in the event this provision is exercised, and the Party shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
14. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
15. Contractor Certifications. The Local Agency shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
16. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
17. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

Town of Marana
Attn: Fausto Burruel, Public
Works Director
11555 W. Civic Center Drive
Marana, AZ 85653
520.382.1999
fburruel@maranaaz.gov

For Project Administration:

Arizona Department of Transportation
South Central District
1221 S. 2nd Ave
Tucson, AZ 85713
520.388.4231

Town of Marana
Attn: Fausto Burruel, Public
Works Director
11555 W. Civic Center Drive
Marana, AZ 85653
520.382.1999
fburruel@maranaaz.gov

18. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
19. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
20. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

TOWN OF MARANA

By _____ Date _____

Mayor

ATTEST:

By _____ Date _____

DAVID L. UDALL

Town Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the Town of Marana, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date _____

Town Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
BRENT A. CAIN, PE
Transportation Systems Management and Operations Division
Division Director

This Agreement between public agencies, the State of Arizona and the Town of Marana, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General



Council-Regular Meeting

C5

Meeting Date: 01/21/2025

To: Mayor and Council

Submitted For: Ricardo Carlos, Technology Services Director

From: Libby Shelton, Deputy Town Attorney

Date: January 21, 2025

Strategic Plan Focus Area:
Vibrant Community

Strategic Plan Focus Area Additional Info:
Community: Create a safe community

Subject: Resolution No. 2025-008: Relating to Technology Services; approving and authorizing the Town Manager to execute an agreement between the Arizona Department of Homeland Security and the Town of Marana for the Statewide Cyber Readiness Program (Ricardo Carlos)

Discussion:

The Arizona Department of Homeland Security (AZDOHS) is asking the Town to sign this agreement as part of our fiscal year 2024 State and Local Cybersecurity Grant Program Local Consent agreement. The Town originally applied for this grant in 2020. AZDOHS manages the Statewide Cyber Readiness Program (Program). AZDOHS selects, procures, and funds one or more cyber readiness products which may change over time depending on the evolution of cybersecurity requirements (Products). AZDOHS desires to assist the Town in its use of one or more of the Products which will benefit the Town's cyber operations. The Town participates in the Program and seeks assistance from AZDOHS regarding skills, tactics, techniques and procedures pertaining to the Products. The purpose of this agreement is to establish policies and procedures under which AZDOHS will provide Products to Marana and assist Marana with its participation in the Program. The Products, licenses and assistance to Marana are outlined in Exhibit A to the Agreement. The term of the agreement is ten years from the date of the last signature to the agreement.

Financial Impact:

The agreement does not have a financial impact to the Town's budget, unless the Town chooses to purchase additional add-on options for the products provided through the agreement. Funding for this program is provided through AZDOHS.

Staff Recommendation:

Staff recommends approval of the resolution.

Suggested Motion:

I move to adopt Resolution No. 2025-008; approving and authorizing the Town Manager to execute an agreement between the Arizona Department of Homeland Security and the Town of Marana for the Statewide Cyber Readiness Program.

Attachments

Resolution No. 2025-008

Exhibit A - Agreement

MARANA RESOLUTION NO. 2025-008

RELATING TO TECHNOLOGY SERVICES; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF HOMELAND SECURITY AND THE TOWN OF MARANA FOR THE STATEWIDE CYBER READINESS PROGRAM

WHEREAS since 2020, the Town has participated in the State and Local Cybersecurity Grant Program (Program) with the Arizona Department of Homeland Security (AZDOHS); and

WHEREAS AZDOHS manages the Statewide Cyber Readiness Program (Program); and

WHEREAS AZDOHS selects, procures, and funds one or more cyber readiness products which may change over time depending on the evolution of cybersecurity requirements (Products).; and

WHEREAS AZDOHS desires to assist the Town in its use of one or more of the Products which will benefit the Town's cyber operations; and

WHEREAS for the fiscal year 2024 Program, AZDOHS is requesting the Town sign an Agreement to establish policies and procedures under which AZDOHS will provide Products to the Town: and

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

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of January, 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

Agreement
Between
The State of Arizona Department of Homeland Security
And
Town of Marana (each, a "Party")

Recitals:

- a. State of Arizona Department of Homeland Security (hereinafter "AZDOHS") is an agency of the State of Arizona and operating pursuant to Title 41 of the Arizona Revised Statutes.
- b. Town of Marana (hereinafter "Marana") is a political subdivision of the State of Arizona.
- c. AZDOHS, pursuant to Arizona Revised Statutes (hereinafter "ARS") 41-4282, is responsible for the State of Arizona's enterprise cyber security strategy, manages the Statewide Cyber Readiness Program (hereinafter "Program"), and possesses certain skills, tactics, techniques and procedures and other Confidential Information pertaining to certain cyber readiness operations and the administration thereof as further defined in this Agreement (hereinafter, "Agreement"), which AZDOHS desires to share with Marana and/or use to aid Marana and its cyber operations, pursuant to the direction of the Governor of the State of Arizona. AZDOHS selects, procures, and funds one or more cyber readiness products which may change over time depending on the evolution of cyber security requirements (hereinafter "Products") offered through the Program. AZDOHS desires to assist Marana in Marana's use of one or more of the Products, as outlined in this Agreement, which will benefit Marana's cyber operations.
- d. Marana has opted to participate in the Program, to deploy and operationalize one or more of the Products, and desires to work with AZDOHS and is seeking assistance from AZDOHS regarding skills, tactics, techniques, and procedures pertaining to the Products, as outlined in this Agreement, which also will benefit AZDOHS.

Based upon the mutual promises contained in this Agreement, the Parties hereby agree to be bound as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby made terms of this Agreement.

2. Definitions.

- a. Disclosing Party. A Party to this Agreement, including directors, officers, employees, agents or representatives (collectively, "Representatives"), that discloses Confidential Information to the Receiving Party.
- b. Receiving Party. A Party to this Agreement, including its Representatives, that receives Confidential Information from the Disclosing Party.
- c. Transaction. Any interaction between the Parties undertaken pursuant to this Agreement regarding a specific cybersecurity event or incident, or the sharing of information about those events.
- d. Confidential Information. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. Confidential Information is any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including but not limited to:
 - i. Information relating to the Program, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the

Parties' cyber security measures whether or not such cyber security measures are a part of the Program, including but not limited to the skills, tactics, techniques and procedures associated with the Program;

ii. Information relating to the Products, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program, including but not limited to information obtained from or through a governmental or private entity providing one or more Products to the Parties to this Agreement and including but not limited to proprietary information belonging to such governmental or private entity.

iii. Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program;

iv. Any concepts, reports, data, know-how, tactics, techniques, procedures, works-in progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program;

v. Any internal data, user id's, passwords, configuration settings, infrastructure design, non-public employee information, personal identifiable information, or any other data maintained by a Disclosing Party to fulfill any of its functions, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program; and

vi. Any other information that should reasonably be recognized as confidential information of the Disclosing Party, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program.

3. Purpose. The purpose of this Agreement is to establish policies and procedures under which AZDOHS will provide Products to Marana and assist Marana with its participation in the Program. In furtherance of this purpose, the Parties further agree:

a. That the Products will be provided to Marana as a hosted solution in a multi-customer environment. AZDOHS personnel will have administrative access to the Product(s) to provide deployment and operational support to Marana.

b. That AZDOHS personnel with administrative access to the Product(s) will protect administrative credentials against unauthorized use and access by employing protection measures in compliance with State of Arizona Statewide Information Security Policies, Standards, and Procedures (available at <https://azdohs.gov/information-security-policies-standards-and-procedures>). Documentation of this will be provided by AZDOHS to Marana upon request.

c. That any Products and Product licenses and support provided by AZDOHS other than in response to a request under the Arizona Mutual Aid Compact will be funded by AZDOHS and shall be provided to Marana at no cost to Marana and with no requirement for reimbursement from Marana.

4. Scope of Products and Assistance. Marana and AZDOHS intend to work together, and AZDOHS will provide Products, Product licenses, and related assistance to Marana as set forth in Exhibit A to this Agreement. The Parties further agree that:

a. Additional exhibits or modifications and amendments to Exhibit A may be executed in the future. Any such changes will be made in accordance with Section 13 of this Agreement.

b. Marana shall not request, and AZDOHS shall not provide, any services not in compliance with all State and Federal laws regulating the access to, and utilization of, cyber information.

c. Marana and AZDOHS understand that AZDOHS will only access and/or make changes to the Products offered to Marana and/or Product modifications which impact the Marana with prior notification.

d. The Parties acknowledge that both Parties' records are subject to Arizona public records law and agree that in the event that either Party receives a public records request, subpoena, or other request or demand for records relating to the matters addressed in this Agreement, (1) the Party receiving the public records request, subpoena, or other request or demand for such records shall immediately notify the other Party and provide the other Party with a copy of the public records request, subpoena, or other request or demand for such records; and (2) the Parties shall communicate and cooperate with each other in responding to and/or resisting the public records request, subpoena, or other request or demand for such records, except that each Party shall retain the right to assert its own independent position on whether a record or portion of a record should or should not be produced. The Parties further agree:

i. AZDOHS may review alerts, statistical data, and other data collected to support the Program.

ii. Marana agrees that AZDOHS may report summary Program metric data to State executive leadership for the purposes of demonstrating the effectiveness and completeness of implementation of the Program.

iii. Marana agrees that AZDOHS may report aggregated and anonymized information (including but not limited to threat intelligence and technical indicators) to other AZDOHS strategic partners for the purposes of information sharing and furthering the mission of AZDOHS and the Program.

e. Marana will permit AZDOHS personnel access to Marana's systems and information as AZDOHS deems necessary. AZDOHS agrees to access Marana's systems only with prior notification to Marana and solely for serving the purposes of the Program.

5. Obligations Specific to Marana. Marana understands and acknowledges that participation in the Program is voluntary. The Parties agree that Marana will:

a. Assign primary technical and executive Points of Contacts ("POCs") for coordination with AZDOHS regarding all Products, Product licenses, and related assistance as set forth in this Agreement. The Marana's technical POCs will coordinate with AZDOHS for Marana's participation in the Program including but not limited to deployment and operation of the Products. Marana shall report to AZDOHS any change in the POCs' identity or the POCs' contact information in a timely manner.

- b. Utilize Products and the Program to reduce Marana’s cybersecurity risk, and reasonably collaborate with AZDOHS and other participating agencies to improve the Program.
- c. Make consistent progress with deployment of the Products and licenses and will maintain regular and open communications with AZDOHS as appropriate. Failure to communicate with AZDOHS is grounds for AZDOHS to reallocate Marana’s Product licenses to other Program participants.
- d. Participate in surveys and provide feedback to AZDOHS to improve the Program.
- e. Comply with all end user license agreements required by the Product manufacturers.
- f. Agree that any additional add-on options for Products, not already available under the Product portfolio, must be approved by the Arizona State and Local Cybersecurity Program Planning Committee (hereinafter “Committee”). The Committee will include representatives from Arizona local governments, tribal governments, and K-12 public school districts. The mission of the Committee will be to ensure greatest value for the Program participating agencies, approve annual purchases, authorize changes to the portfolio of services offered, oversee operations, and suggest improvements to the Program. The Marana is solely responsible for the funding, procurement, and implementation of all such add-on options.
- g. Be permitted to disclose the following items to any person at any time:
 - i. The fact that Marana has entered into this Agreement and the details of this Agreement.
 - ii. A description of Marana’s participation in the Program as stated in this Agreement.

6. Obligations Specific to AZDOHS. AZDOHS, under direction of the Governor of the State of Arizona, has the mission to assist Arizona local governments, tribal governments, and K12 public school districts to reduce cybersecurity risk and to reduce the impact of cyber-attacks. AZDOHS accomplishes this mission, in part, through the Program. Accordingly, the Parties agree that AZDOHS will:

- a. Establish a governance program for the Program, to be overseen by the Committee.
- b. Make efforts to maintain current, and identify future, funding sources to continue purchasing and maintaining the Program and Products.
- c. If funding is discontinued, AZDOHS will make efforts to ensure Marana has time to plan for a transition of cybersecurity services.
- d. Conduct all procurements relating to the subject matter of this Agreement unless otherwise provided in Section 5(f).
- e. Communicate to Marana all significant changes to the Program that could affect Marana.
- f. Acknowledge that data created by or transferred to Marana’s Product environment is owned by Marana. AZDOHS will provide Marana’s data to Marana upon termination of this Agreement and participation in the Program as feasible.
- g. Communicate system changes to the Product to the Committee and to Marana 48 hours prior to the change being made, with exception that in the event of an emergency, AZDOHS will make efforts to communicate, but will make emergency changes without prior communication if AZDOHS determines this is necessary.

- h. Communicate changes to Marana's Product environment and related information to Marana 48 hours prior to the change being made, with exception that in the event of an emergency, AZDOHS will make efforts to communicate, but will make emergency changes without prior communication if AZDOHS determines this is necessary.
- i. Notify Marana in writing promptly upon the discovery of a system breach or other unauthorized access and/or change to Marana's Products, but in no case later than 48 hours after discovery of a breach or other unauthorized access.
- j. Make efforts to assist Marana with its regulatory compliance requirements in relation to the Products.

7. Use of Confidential Information. A Receiving Party agrees to use Confidential Information solely in connection with the Program and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party.

8. Disclosure of Confidential Information. A Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

- a. Except as provided in Sections 4(d) and 5(g) of this Agreement, limit disclosure of any Confidential Information to only those within its control (i) who have executed a Non-Disclosure Agreement protecting Confidential Information to at least the same extent as this Agreement and (ii) who have a need to know such Confidential Information in connection with the relationship between the Parties under this Agreement. Each Non-Disclosure Agreement between a Party to this Agreement and a third-party shall include language providing that (a) the Party to this Agreement signing a Non-Disclosure Agreement with a third-party shall immediately provide a copy of that Non-Disclosure Agreement to the other Party to this Agreement, and (b) either Party to this Agreement shall have the right to enforce that Non-Disclosure Agreement with that third-party.
- b. Advise its personnel and representatives of the confidential nature of Confidential Information and of the obligations set forth in this Agreement.
- c. Be under no obligation with respect to any information:
 - i. Which is, at the time of disclosure, available to the general public; or which at a later date becomes available to the general public through no fault of Receiving Party, but only after that later date;
 - ii. Which Receiving Party can demonstrate was in its possession before receipt of the information from Disclosing Party, which can be proven by written records or other competent evidence;
 - iii. Which was developed independently by Receiving Party without reference to the information provided by Disclosing Party;
 - iv. Which is disclosed to Receiving Party without restriction on disclosure by a third-party who has the lawful right to disclose such information;
 - v. Which is required to be disclosed pursuant to any applicable law or regulation, or pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or similar method, except as provided in Section 4(d) of this Agreement.

9. Return of Confidential Information. Receiving Party shall immediately return and redeliver to the other Party all tangible material embodying Confidential Information received hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of:

- a. The completion or termination of the dealings between the Parties contemplated hereunder;
- b. The termination of this Agreement; or,
- c. At such time as the Disclosing Party may so request.

Provided however that the Receiving Party may retain such of its records as is necessary to enable it to comply with its record retention obligations and policies.

10. Notice of Breach. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

11. Limitation of Agreement. The Parties agree that neither Party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the Parties.

12. Term. This Agreement shall commence on the date of the last signature herein below, and shall end ten (10) years from such date, unless terminated or extended as set forth in Section 14 of this Agreement.

13. Modifications to this Agreement. Any amendments or changes to this Agreement, including but not limited to amendments or changes to Exhibit A hereto, must be in writing and signed by authorized representatives of both Parties.

14. Termination. Either Party may terminate this Agreement by giving 30 days written notice to the other Party. Such termination notice period shall not commence until receipt of the written notice by the other Party. Access to systems will not be terminated by either Party without prior agreement of both Parties.

15. Disclaimer of Liability. In no event shall the State of Arizona, AZDOHS, the Program or their employees, members, agents, servants, independent contractors or suppliers be liable to Marana or any third parties affected by the actions taken by AZDOHS pursuant to this Agreement for any damages of any kind whatsoever, including, but without limitation, damages for loss of profits, business interruption, loss of information, disclosure of confidential or private information, or other losses, including pecuniary loss arising out of training conducted pursuant to this Agreement or for special, indirect, consequential, incidental, or punitive damages however caused, and regardless of the theory of liability.

16. Warranty. Each Party warrants that it has the right to make the disclosures called for under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The Parties acknowledge that although they shall each endeavor to include in Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the Parties understand that no representation or warranty as to the accuracy or completeness of Confidential Information is being made by either Party as the Disclosing Party. Neither Party hereto shall have any liability to the other Party or to the other Party's Representatives resulting from any use of

Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

17. Severability. In the event that any provision or Section herein is held invalid or unenforceable, the remaining provisions and Sections shall remain in full force and effect.

18. No Indemnification. Neither Party shall indemnify or hold harmless the other Party.

19. Funding. Every obligation of AZDOHS under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the Legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by AZDOHS or Marana at the end of the period for which funds are available. No liability shall accrue to AZDOHS or any other agency of the State of Arizona in the event this provision is exercised, and neither AZDOHS nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20. Conflict of Interest. The requirements of ARS § 38-511 apply to this Agreement. Either Party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of that Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other Party with respect to the subject matter of this Agreement.

21. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions.

22. Dispute Resolution. The Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS § 12-1518, except as may be required by other applicable statutes.

23. Forum. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

24. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any other written or oral agreement between the Parties with respect to the subject matter of this Agreement.

25. Rule of Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

26. Further Actions. Each Party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

27. Compliance with All Applicable Law. The Parties agree to comply with all federal, state or local laws, rules or regulations applicable to the subject matter of this Agreement.

28. Independent Status. The Parties are independent contractors, and nothing contained in this Agreement creates a relationship of partnership, joint venture, agency, or employment between the Parties or any of their employees, officers, agents, or contractors.

29. Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute a single instrument. A signature on a counterpart may be made by facsimile or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature. Further, this Agreement may be retained in any electronic format, and all electronic copies thereof shall likewise be deemed to be an original and shall have the same force and effect as an original copy of this Agreement.

30. No Third-party Beneficiaries. This Agreement will inure exclusively to the benefit of and be binding upon AZDOHS and Marana as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities.

31. Separate Responsibility. Except as expressly provided in this Agreement, each Party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other Party and the results thereof. In the event that either Party becomes aware of any claim made by or expected from a claimant against a Party to this Agreement, which claim relates to the subject matter of this Agreement, that Party will immediately notify the other Party, and the Parties will share all information regarding such matter and cooperate with each other in addressing the matter.

32. Waiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. It is expressly agreed that in the execution of this Agreement, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

33. Assignment. Neither Party may directly or indirectly assign or transfer its rights and/or obligations under this Agreement by operation of law or otherwise without the prior written consent of the other Party.

34. Force majeure. The Parties shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

35. Publicity. No Party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other Party without the prior written consent of that Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____ day of _____, 20____.

Arizona Department of Homeland Security

Town of Marana

Signature

Signature

_____	Name	_____	Name
_____	Title	_____	Title
_____	Date	_____	Date

10966925.2

Agreement
Between
The State of Arizona Department of Homeland Security
And
Town of Marana (also referred to as “Marana”)

EXHIBIT A

Products provided by AZDOHS to Marana under this Exhibit A are as follows:

Products	Description
Advanced Endpoint Protection / Endpoint Detection & Response	Advanced Endpoint Protection (AEP) is next-generation antivirus protection that leverages artificial intelligence and machine learning to identify malware before it executes. Endpoint Detection and Response (EDR), also referred to as endpoint detection and threat response (EDTR), is an endpoint security solution that continuously monitors end-user devices to detect and respond to cyber threats like ransomware and malware.
Anti-Phishing / Security Awareness Training	Anti-phishing training provides employees with examples of how to spot phishing attempts and suspicious emails requesting sensitive information from users or infecting systems with malware. This includes sending emails to employees with fake links, mimicking real phishing attempts from outside threats. Employees who click on simulated links will be prompted to complete security awareness training. Security Awareness Training (SAT) features user-friendly online training courses that cover the latest cybersecurity best practices to educate employees on how to keep data and devices safe.
Converged Endpoint Management	Converged Endpoint Management (XEM) platforms provide unrivaled access to real-time asset visibility and the ability to patch at scale with certainty (including devices that are on or off-network or VPN). XEM brings IT Operations, Security, and Risk Management teams together – with a single platform for complete visibility, control, and trust in IT decision-making.
Multi-Factor Authentication	Multi-Factor Authentication (MFA) is a security system that requires more than one method of authentication to verify a user's identity for a login or other transaction. Categories for authentication may include knowledge (something a user knows), possession (something a user has), and inherence (something a user is). MFA provides an extra layer of security to prevent unauthorized access to systems.
Web Application Firewall	Web Application Firewall (WAF) is an application firewall for HTTP applications. It applies a set of policies to help protect web applications from common web exploits that could affect an application's availability and compromise data.

10724554.2



Council-Regular Meeting

C6

Meeting Date: 01/21/2025

To: Mayor and Council

Submitted For: Heidi Lasham, Water Director

From: Jerry Huerstel, Water Resources Administrator

Date: January 21, 2025

Strategic Plan Focus Area:

Proactive Public Services

Subject: Resolution No. 2025-009: Relating to Utilities; verifying certain information required under the WaterSMART Grants: Water and Energy Efficiency Grants for Fiscal Year 2024 and 2025 program pertaining to a grant application submitted to the Bureau of Reclamation in February 2024 (Heidi Lasham)

Discussion:

The Water Department has applied to the Bureau of Reclamation for a grant opportunity that will allow for the replacement of 2,543 meters as part of the Advanced Metering Infrastructure Replacement Program. This grant project is a component of Marana Water's effort that began in 2018 to upgrade approximately 7,600 meters. Installation of these meters will aid in early leak detection, produce more accurate readings, and result in enhanced conservation of the Town's water resources. The Town's match is anticipated to occur over the next three fiscal years, with \$240,050.00 to be used as match in FY2026 and FY2027 respectively, and \$120,000.00 in FY2028.

Before authorizing a grant, the Bureau requires the Town Council to adopt a resolution verifying the following:

- The identity of the official with legal authority to enter into an agreement;
- The Town Council or appropriate official who has reviewed and supports the application submitted; and
- That the Town will work with the Bureau of Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

If adopted, this resolution will verify the forgoing information to the Bureau of Reclamation.

Financial Impact:

The Town of Marana has consistently budgeted at least \$300,000.00 for meter replacements annually over the last few years within the Water operating budget. Use of the normal replacement budget as part of the match for this grant project, along with the additional grant funding will help the Town accelerate the meter replacement program, which among other benefits will result in more accurate readings, billings and revenue collections for the Water Department and the Town's customers. Funding will be split over three fiscal years, thus having no adverse financial impact to operations.

Staff Recommendation:

Staff recommends approval of Resolution No. 2025-009.

Suggested Motion:

I move to adopt Resolution No. 2025-009, verifying certain information required under the WaterSMART Grants: Water and Energy Efficiency Grants for Fiscal Year 2024 and 2025 program pertaining to a grant application submitted to the Bureau of Reclamation in February 2024.

Attachments

Resolution No. 2025-009

MARANA RESOLUTION NO. 2025-009

RELATING TO UTILITIES; VERIFYING CERTAIN INFORMATION REQUIRED UNDER THE WATERSMART GRANTS: WATER AND ENERGY EFFICIENCY GRANTS FOR FISCAL YEAR 2024 AND 2025 PROGRAM PERTAINING TO A GRANT APPLICATION SUBMITTED TO THE BUREAU OF RECLAMATION IN FEBRUARY 2024

WHEREAS the Town of Marana Water Department has applied to the Bureau of Reclamation for a grant opportunity that will allow for the replacement of 2,543 meters as part of the Advanced Metering Infrastructure Replacement Program; and

WHEREAS before authorizing a grant, the United States Bureau of Reclamation requires the Town Council to adopt a resolution verifying: (1) the identity of the official with legal authority to enter into an agreement, (2) the Town Council or appropriate official who has reviewed and supports the application submitted, and (3) that the Town will work with the Bureau of Reclamation to meet established deadlines for entering into a grant or cooperative agreement; and

WHEREAS the Mayor and Council find that 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, AS FOLLOWS:

SECTION 1. The Town hereby verifies that (1) the Town Manager is authorized to enter into an agreement for and on behalf of the Town of Marana for purposes of this grant opportunity, (2) the Town of Marana Water Director has reviewed and supports the application submitted to the Bureau of Reclamation in February 2024, and (3) the Town of Marana will work with the Bureau of Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of January, 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C7

Meeting Date: 01/21/2025

To: Mayor and Council

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

Date: January 21, 2025

Strategic Plan Focus Area:

Proactive Public Services

Subject: Resolution No. 2025-010: Relating to Water and Wastewater; approving and authorizing the Mayor to sign agreements for construction of water and sewer facilities under private contract with CLB Real Property Holding Company, LLC for Stonegate, Blocks 1-5, and Parcels A, B, C, & D (David L. Udall)

Discussion:

This agenda item presents water and sewer infrastructure construction agreements pursuant to Section 14-4-3 of the Marana Town Code for Stonegate, Blocks 1-5, and Parcels A, B, C, & D, generally located east of Interstate 10, west of Adonis Road, and south of Grier Road. If approved, these agreements will require the developer to construct water and sewer infrastructure necessary for its development.

Staff Recommendation:

Staff recommends approval of Resolution No. 2025-010.

Suggested Motion:

I move to adopt Resolution No. 2025-010, approving and authorizing the Mayor to sign agreements for construction of water and sewer facilities under private contract with CLB Real Property Holding Company, LLC for Stonegate, Blocks 1-5, and Parcels A, B, C, & D.

Attachments

Resolution No. 2025-010
Exhibit A - Water Facilities Agreement
Exhibit B - Sewer Facilities Agreement

MARANA RESOLUTION NO. 2025-010

RELATING TO WATER AND WASTEWATER; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AGREEMENTS FOR CONSTRUCTION OF WATER AND SEWER FACILITIES UNDER PRIVATE CONTRACT WITH CLB REAL PROPERTY HOLDING COMPANY, LLC FOR STONEGATE, BLOCKS 1-5, AND PARCELS A, B, C, & D

WHEREAS CLB Real Property Holding Company, LLC desires for the Town to provide water and sewer services to the land described and depicted in the Final Plat for Stonegate, Blocks 1-5, and Parcels A, B, C, & D, recorded in the Pima County Recorder's office on _____, at Sequence No. _____; and

WHEREAS Town staff has negotiated an Agreement for Construction of Water Facilities under Private contract and an Agreement for Construction of Sewer Facilities Under Private Contract with CLB Real Property Holding Company, LLC (collectively, the "Facility Service Agreements"); and

WHEREAS the Mayor and Town Council find that entering into the Facility Service Agreements 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 Facility Service Agreements, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibits A and B, are hereby approved and the Mayor is hereby authorized and directed to sign them for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF
MARANA, ARIZONA, this 21st day of January, 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

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

Stonegate:

Adonis Road Phase 1, Mattock Loop Phases 1 & 2, Red Core Loop Phase 1

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

RECITALS

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

B. The Developer is the current master developer of property zoned as (1) the Tortolita Shadows Specific Plan by Marana Ordinance No. 2012.05, recorded in the Pima County Recorder’s office on August 3, 2012, at Sequence No. 20122160463, (2) the Rancho Marana East Specific Plan by Marana Ordinance No. 99.13, recorded in the Pima County Recorder’s office on May 28, 1999, at Docket 11057 Page 1189, and (3) Stonegate East by Marana Ordinance No. 2023.004, recorded in the Pima County Recorder’s office on February 23, 2023, at Sequence No. 20230540041, which together comprise the “Stonegate Development.”

C. The Stonegate Development is being developed in phases. This Agreement relates to a portion of the Stonegate Development consisting of the southwest quadrant of the development more particularly described and depicted in the Final Plat for Stonegate, Blocks 1-5, and Parcels A, B, C, & D, recorded in the Pima County Recorder’s office on _____, at Sequence No. _____ (the “Subject Property”).

D. The Parties anticipate additional Agreements for Construction of Water Facilities Under Private Contract will be necessary for other portions of the Stonegate Development.

E. The Developer desires for the Town to provide water service to the Subject Property.

F. As a condition of securing water service from the Town for the Subject Property, the Developer agrees to install those certain water infrastructure improvements (the “Developer-Installed Facilities”) in accordance with the required plans, specifications, and materials as outlined and depicted in the following: (1) the Stonegate Public Potable Water Distribution Adonis Road, Phase 1, Plan No. ENG2306-003, sealed by Bowman Consulting Group, Ltd. on April 16, 2024, and approved by the Town of Marana on April 22, 2024; (2) the Stonegate Public Potable Water Distribution to Serve Mattock Loop, Phase 1, Plan No. ENG2211-010, sealed by Bowman Consulting Group, Ltd. on May 3, 2024, and approved by the Town of Marana on May 22, 2024; (3) the Stonegate Public Potable Water Distribution to Serve Mattock Loop, Phase 2, Plan No. ENG2402-011, sealed by Bowman Consulting Group, Ltd. on April 17, 2024, and approved by the Town of Marana on April 22, 2024; and (4) the Stonegate Water Distribution to Serve Red Core Loop, Phase 1, Plan No. ENG2211-001, sealed by Bowman Consulting Group, Ltd. on

April 24, 2024, and approved by the Town of Marana on May 6, 2024. Collectively, Plan Nos. ENG2306-003, ENG2211-010, ENG2402-011, and ENG2211-001 shall hereinafter be referred to in this Agreement as the “Facility Plans.” The Facility Plans are on file in the office of the Town of Marana Water Department.

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

H. The Town is willing to accept the Developer-Installed Facilities and permit them to be connected to the Town water system provided they meet Town standards and the work is done in accordance with Town requirements.

AGREEMENT

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

1. The Developer-Installed Facilities

1.1. *Developer installation of the Developer-Installed Facilities.* The Developer has designed and shall install, at the Developer’s own expense, the Developer-Installed Facilities as depicted in the Facility Plans. The Developer-Installed Facilities shall conform to the design standards of the City of Tucson Water Department and the Town of Marana Town Code Title 14 and special specifications and details as approved by the Town in the Facility Plans and by this reference made a part of this Agreement. The Facility Plans shall include a plan note identifying the Developer-Installed Facilities as new water facilities and shall show any and all alterations to the existing water system. Construction and installation of the Developer-Installed Facilities in accordance with the Facility Plans, including without limitation all labor, materials, equipment, supplies, and tools required for construction and installation, is referred to in this Agreement as the “Work.”

1.2. *Work by licensed contractor.* The Work shall be performed by a contractor properly licensed by the State of Arizona as determined by the Arizona Registrar of Contractors. In addition to any other contractor’s license classifications required by the Arizona Registrar of Contractors, the contractor shall hold contractor’s license classifications A, A-12 and A-16.

1.3. *Payment of connection fees.* Before any service connections are made from the Town’s water system to the Developer-Installed Facilities, the person or entity seeking the service connection shall pay to the Town the connection fees and any other fees required under Marana Town Code Title 14, including, but not limited to, any and all applicable oversizing recovery charges (also commonly referred to as “protected facility fees”).

1.4. *Anticipated cost per meter.* The person or entity seeking installation of a meter from the Town shall pay all applicable fees and charges in effect at the time of the meter installation request. As of the effective date of this Agreement, the Town’s fees and charges to install a five-eighths-inch water meter on the Subject Property are detailed below. Note that larger meters incur higher fees.

1.4.1. Meter Install Fee: \$360.00

1.4.2. Water Infrastructure Development Impact Fee: \$3,356.00

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

1.4.4. Wastewater Development Impact Fee: \$4,995.00

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

1.6. *Developer's certification.* Execution of this Agreement certifies that the Developer has reviewed the Facility Plans and all other specifications applicable to the Work and has approved and agrees with the location of all service lines.

1.7. *Termination for lack of Work.* Approval of the Facility Plans shall lapse and this Agreement shall terminate if the Work has not commenced within one year of the date of this Agreement, or if the Work is discontinued for a period of one year.

2. Engineering and Inspection

2.1. *Registered civil engineer.* The Developer shall employ a Civil Engineer registered in the State of Arizona to design, lay out, establish control lines for, and certify the layout of the Work according to the Facility Plans.

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

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

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

3. Preconstruction Procedure

3.1. *Request to begin construction.* The Developer shall submit a written request to the Town to begin construction five working days before the Work is to commence.

3.2. *Construction permit.* This Agreement shall be completed, signed and notarized, and returned to the Town prior to issuance of a construction permit for the Work.

3.3. *Start and completion of the Work.* No portion of the Work shall begin until the Town has issued a construction permit specifying the starting date and a reasonable time for completion.

3.4. *Progress of the Work.* The Work shall be commenced and carried on at such points and in such order as may be directed by the Town.

3.5. *Materials sampling and testing.* Materials shall be available for sampling and testing by the Town prior to being used in the Work. Materials that fail to meet Town specification shall be removed from the site.

3.6. *Permits and approvals.* The Developer shall, at Developer's expense, obtain all necessary permits and licenses for the Work, pay all fees and comply with all laws, ordinances and regulations relating to the Work.

4. Construction

4.1. *Developer's presence on site.* The Developer, or Developer's designated agent, shall be present at all times during performance of the Work. The name of the Developer's designated agent and the contractor performing the Work shall be furnished to the Town before the Work begins. Instructions given by the Town to the designated agent shall be deemed to have been given to the Developer.

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

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

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

4.5. *Worksite safety.* The Developer shall require all contractors and subcontractors performing any portion of the Work to comply with all safety requirements of the Occupational Safety and Hazards Act as set forth by the Federal Government and as implemented by the State of Arizona. The Developer or its contractors shall be solely responsible for all fines or other penalties provided for by law for any violations of the Occupational Safety Hazards Act.

5. Dedication

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

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

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

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

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

6. Miscellaneous

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

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

6.3. *Consent required for assignment.* The Developer may not assign this Agreement without the prior written consent of the Town, which shall not be unreasonably withheld.

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

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

6.6. *Entirety and Amendments.* This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the transaction described herein. This Agreement may be amended or supplemented only by an instrument in writing executed by the Parties.

[Signature page follows.]

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

THE "TOWN":

TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Jon Post, Mayor

Date: _____

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

THE "DEVELOPER":

CLB REAL PROPERTY HOLDING
COMPANY, LLC, an Arizona limited
liability company

By: CLB PARTNERS, LLC, an Arizona
limited liability company, its Manager

By: _____
Carson Brown, Member

Date: _____

By: PALOMA FARMS TRUST, its
Manager

By: _____
Larry Rollin, Management Trustee

Date: _____

[Notary Page Follows.]

STATE OF _____)
)ss
County of _____)

The foregoing instrument was acknowledged before me on _____,
20__ by Carson Brown, Member of CLB PARTNERS, LLC, an Arizona limited liability company,
Manager of CLB REAL PROPERTY HOLDING COMPANY, LLC, an Arizona limited liability
company, on behalf of CLB REAL PROPERTY HOLDING COMPANY, LLC.

(Seal)

Notary Public

STATE OF _____)
)ss
County of _____)

The foregoing instrument was acknowledged before me on _____,
20__ by Larry Rollin, Management Trustee of PALOMA FARMS TRUST, Manager of CLB
REAL PROPERTY HOLDING COMPANY, LLC, an Arizona limited liability company, on behalf
of CLB REAL PROPERTY HOLDING COMPANY, LLC.

(Seal)

Notary Public

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

Stonegate:

Adonis Road, Mattock Loop, Red Core Loop Phase 1, and Block 15/16 Offsite Sewer

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

RECITALS

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

B. The Developer is the current master developer of property zoned as (1) the Tortolita Shadows Specific Plan by Marana Ordinance No. 2012.05, recorded in the Pima County Recorder’s office on August 3, 2012, at Sequence No. 20122160463, (2) the Rancho Marana East Specific Plan by Marana Ordinance No. 99.13, recorded in the Pima County Recorder’s office on May 28, 1999, at Docket 11057 Page 1189, and (3) Stonegate East by Marana Ordinance No. 2023.004, recorded in the Pima County Recorder’s office on February 23, 2023, at Sequence No. 20230540041, which together comprise the “Stonegate Development.”

C. The Stonegate Development is being developed in phases. This Agreement relates to a portion of the Stonegate Development consisting of the southwest quadrant of the development more particularly described and depicted in the Final Plat for Stonegate, Blocks 1-5, and Parcels A, B, C, & D, recorded in the Pima County Recorder’s office on _____, at Sequence No. _____ (the “Subject Property”).

D. The Parties anticipate additional Agreements for Construction of Sewer Facilities Under Private Contract will be necessary for other portions of the Stonegate Development.

E. The Developer desires for the Town to provide sewer service to the Subject Property.

F. As a condition of securing sewer service from the Town for the Subject Property, the Developer agrees to install those certain sewer infrastructure improvements (the “Developer-Installed Facilities”) in accordance with the required plans, specifications, and materials as outlined and depicted in the following: (1) the Stonegate Public Sewer Improvement Plan – Adonis Road, Plan No. ENG2306-006, sealed by Bowman Consulting Group, Ltd. on April 2, 2024, and approved by the Town of Marana on April 9, 2024; (2) the Stonegate Public Sewer Improvement Plan – Mattock Loop, Plan No. ENG2401-009, sealed by Bowman Consulting Group, Ltd. on May 10, 2024, and approved by the Town of Marana on May 23, 2024; (3) the Stonegate Public Sewer Improvement Plan – Red Core Loop, Phase 1, Plan No. ENG2403-006, sealed by Bowman Consulting Group, Ltd. on June 7, 2024, and approved by the Town of Marana on June 28, 2024; and (4) the Stonegate Public Sewer Improvement Plan – Block 15/16 Offsite

Sewer, Plan No. ENG2403-009, sealed by Bowman Consulting Group, Ltd. on May 17, 2024, and approved by the Town of Marana on June 6, 2024. Collectively, Plan Nos. ENG2306-006, ENG2401-009, ENG2403-006, and ENG2403-009 shall hereinafter be referred to in this Agreement as the “Facility Plans.” The Facility Plans are on file in the office of the Town of Marana Water Department.

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

H. The Town is willing to accept the Developer-Installed Facilities and permit them to be connected to the Town sewer system provided they meet Town standards and the work is done in accordance with Town requirements.

AGREEMENT

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

1. The Developer-Installed Facilities

1.1. *Developer installation of the Developer-Installed Facilities.* The Developer has designed and shall install, at the Developer’s own expense, the Developer-Installed Facilities as depicted in the Facility Plans. The Developer-Installed Facilities shall conform to the design standards of the Pima County Regional Wastewater Reclamation Department and the Town of Marana Town Code Title 14 and special specifications and details as approved by the Town in the Facility Plans and by this reference made a part of this Agreement. The Facility Plans shall include a plan note identifying the Developer-Installed Facilities as new sewer facilities and shall show any and all alterations to the existing sewer system. Construction and installation of the Developer-Installed Facilities in accordance with the Facility Plans, including without limitation all labor, materials, equipment, supplies, and tools required for construction and installation, is referred to in this Agreement as the “Work.”

1.2. *Work by licensed contractor.* The Work shall be performed by a contractor properly licensed by the State of Arizona as determined by the Arizona Registrar of Contractors. In addition to any other contractor’s license classifications required by the Arizona Registrar of Contractors, the contractor shall hold contractor’s license classifications A, A-12 and A-16.

1.3. *Payment of connection fees.* Before any service connections are made from the Town’s sewer system to the Developer-Installed Facilities, the person or entity seeking the service connection shall pay to the Town the connection fees and any other fees required under Marana Town Code Title 14, including, but not limited to, any and all applicable oversizing recovery charges (also commonly referred to as “protected facility fees”).

1.4. *Developer-Installed Facilities acceptance by Town.* No service connections shall be made from the Town’s sewer system to the Developer-Installed Facilities until the Developer-Installed Facilities have been accepted by the Town in accordance with Marana Town Code Title 14.

1.5. *Developer’s certification.* Execution of this Agreement certifies that the Developer has reviewed the Facility Plans and all other specifications applicable to the Work and has approved and agrees with the location of all service lines.

1.6. *Termination for lack of Work.* Approval of the Facility Plans shall lapse and this Agreement shall terminate if the Work has not commenced within one year of the date of this Agreement, or if the Work is discontinued for a period of one year.

2. Engineering and Inspection

2.1. *Registered civil engineer.* The Developer shall employ a Civil Engineer registered in the State of Arizona to design, lay out, establish control lines for, and certify the layout of the Work according to the Facility Plans.

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

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

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

3. Preconstruction Procedure

3.1. *Request to begin construction.* The Developer shall submit a written request to the Town to begin construction five working days before the Work is to commence.

3.2. *Construction permit.* This Agreement shall be completed, signed and notarized, and returned to the Town prior to issuance of a construction permit for the Work.

3.3. *Start and completion of the Work.* No portion of the Work shall begin until the Town has issued a construction permit specifying the starting date and a reasonable time for completion.

3.4. *Progress of the Work.* The Work shall be commenced and carried on at such points and in such order as may be directed by the Town.

3.5. *Materials sampling and testing.* Materials shall be available for sampling and testing by the Town prior to being used in the Work. Materials that fail to meet Town specification shall be removed from the site.

3.6. *Permits and approvals.* The Developer shall, at Developer's expense, obtain all necessary permits and licenses for the Work, pay all fees and comply with all laws, ordinances and regulations relating to the Work.

4. Construction

4.1. *Developer's presence on site.* The Developer, or Developer's designated agent, shall be present at all times during performance of the Work. The name of the Developer's

designated agent and the contractor performing the Work shall be furnished to the Town before the Work begins. Instructions given by the Town to the designated agent shall be deemed to have been given to the Developer.

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

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

4.4. *Worksite safety.* The Developer shall require all contractors and subcontractors performing any portion of the Work to comply with all safety requirements of the Occupational Safety and Hazards Act as set forth by the Federal Government and as implemented by the State of Arizona. The Developer or its contractors shall be solely responsible for all fines or other penalties provided for by law for any violations of the Occupational Safety Hazards Act.

5. Dedication

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

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

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

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

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

6. Miscellaneous

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

subcontractor, or any person employed directly or indirectly by any of them in the performance of the Work or in the operation of the Developer-Installed Facilities.

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

6.3. *Consent required for assignment.* The Developer may not assign this Agreement without the prior written consent of the Town, which shall not be unreasonably withheld.

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

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

6.6. *Entirety and Amendments.* This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the transaction described herein. This Agreement may be amended or supplemented only by an instrument in writing executed by the Parties.

[Signature page follows.]

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

THE "TOWN":

TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Jon Post, Mayor

Date: _____

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

THE "DEVELOPER":

CLB REAL PROPERTY HOLDING
COMPANY, LLC, an Arizona limited
liability company

By: CLB PARTNERS, LLC, an Arizona
limited liability company, its Manager

By: _____
Carson Brown, Member

Date: _____

By: PALOMA FARMS TRUST, its
Manager

By: _____
Larry Rollin, Management Trustee

Date: _____

[Notary Page Follows.]

STATE OF _____)
)ss
County of _____)

The foregoing instrument was acknowledged before me on _____,
20__ by Carson Brown, Member of CLB PARTNERS, LLC, an Arizona limited liability company,
Manager of CLB REAL PROPERTY HOLDING COMPANY, LLC, an Arizona limited liability
company, on behalf of CLB REAL PROPERTY HOLDING COMPANY, LLC.

(Seal)

Notary Public

STATE OF _____)
)ss
County of _____)

The foregoing instrument was acknowledged before me on _____,
20__ by Larry Rollin, Management Trustee of PALOMA FARMS TRUST, Manager of CLB
REAL PROPERTY HOLDING COMPANY, LLC, an Arizona limited liability company, on behalf
of CLB REAL PROPERTY HOLDING COMPANY, LLC.

(Seal)

Notary Public



Council-Regular Meeting

C8

Meeting Date: 01/21/2025

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: January 21, 2025

Strategic Plan Focus Area:

Not Applicable

Subject: Relating to Procurement; approving a change order to the contract with McGann & Associates in the amount of \$54,450.00 for the Saguaro Bloom Community Park, Ph-2 (PK040); authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Fausto Burruel)

Discussion:

Marana Town Code Section 3-4-7(B)(3) provides that Town Council approval is necessary for change orders that individually or cumulatively exceed the amounts set forth in section 3-4-8(A)(3) of the town code.

The budget for fiscal year 2024-2025 was adopted on June 18, 2024 and included the Town's 5 year CIP program. The Saguaro Bloom Community Park, Ph-2 (PK040) project was properly included within the Town of Marana's FY2025 Capital Improvement Plan.

Effective March 3, 2023, the Town entered into a contract with McGann & Associates to provide professional landscape architectural services for the Saguaro Bloom Community Park, Ph-2 (PK040) project in the amount of \$268,630.00.

Prior to this request, the Town has processed one change order to this contract in the amount of \$49,130.00 for additional Geotechnical Investigations for a total contact amount of \$317,760.00.

An additional change order is now being requested to redesign the current plans to address site circulation concerns. These improvements include connecting a new pedestrian walkway from Phase 1 to Phase 2, converting the existing cul-de-sac/turnaround into a traffic circle, adding a speed table at the drop-off area crosswalk, creating a new drop-off area at the northeast end of the parking lot, and adding additional traffic circulation signage. Additional construction documents will also be required for three new sports courts: one basketball court, one tennis/pickleball court, and three sand volleyball courts.

This proposed change order will cost an additional \$54,450.00. Thus, including this proposed change order amount of \$54,450.00 and the previous change order amount of \$49,130.00, the cumulative amount of change orders for this contract exceeds \$100,000.00 and requires Town Council approval pursuant to MTC 3-4-7(B)(3). This additional proposed change order will bring the total amount of the contract to \$372,210.00.

Financial Impact:

Fiscal Year: 2025
Budgeted Yes
Y/N:
Amount: \$54,450.00

This change order will be funded with Park Impact Fees, GL Account #31651010-8010-PK040.

Staff Recommendation:

Staff recommends approval of the change order to the McGann & Associates contract for the Saguaro Bloom Community Park, Ph-2 (PK040) project in the amount of \$54,450.00.

Suggested Motion:

I move to approve the change order to the contract with McGann & Associates in the amount of \$54,450.00 for the Saguaro Bloom Community Park, Ph-2 (PK040) ; to authorize the transfer of appropriations if necessary for the change order; and to authorize the Town Manager or designee to execute the necessary documents to effectuate the change order.

Attachments

McGann Proposal

October 24, 2024
 Mr. Tom Houle
 CIP Project Manager, Engineering Department
 Town of Marana
 11555 West Civic Center Drive
 Marana, Arizona 85653

Ref: PK040 Saguaro Bloom Phase II Expansion Project – Change Order Request #2 – Redesign for Circulation and Sports Court Additions

Dear Tom,

We are requesting additional services for this project based on the Town of Marana's request to integrate improvements omitted from Phase 1 into Phase 2, as well as to redesign specific site circulation components. Below is a summary of the additional design items included in this change order request:

- Redesign the current plans to address site circulation concerns raised by the Town of Marana. These improvements include connecting a new pedestrian walkway from Phase 1 to Phase 2, converting the existing cul-de-sac/turnaround into a traffic circle, adding a speed table at the drop-off area crosswalk, creating a new drop-off area at the northeast end of the parking lot, and adding additional traffic circulation signage.
- Provide construction documents (plans, details, specifications, and cost estimates) for three new sports courts: one basketball court, one tennis/pickleball court, and three sand volleyball courts. These courts will include LED lighting, fencing, and related site furnishings. The layout and location will follow the original Phase 1 plans, updated with Phase 2 survey coordinates.

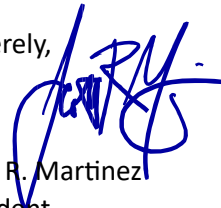
The fee breakdown for these additional services is outlined in the attached fee worksheet, along with our subconsultants' corresponding fee proposals.

Our proposed Time & Materials Fee for the subject work is as follows:

Redesign for Circulation and Sports Court Additions	\$54,450.00
Total Fee for Time & Materials Not to Exceed.....	\$54,450.00

Tom, please let me know if you have any questions or need further information. We look forward to receiving your authorization to proceed with these services.

Sincerely,



Scott R. Martinez
 President
 McGann & Associates

x.c. File 23-1255



Council-Regular Meeting

C9

Meeting Date: 01/21/2025

To: Mayor and Council

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

Date: January 21, 2025

Subject: Approval of Special Council Meeting Summary Minutes of January 7, 2025, and approval of Regular Council Meeting Summary Minutes of January 7, 2025 (David L. Udall)

Attachments

Special Council Meeting Summary Minutes, 01/07/2025

Regular Council Meeting Summary Minutes, 01/07/2025



MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Board Room, January 7, 2025, at or after 8:30 AM

Jon Post, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
John Officer, Council Member
Roxanne Ziegler, Council Member

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Vice Mayor Post called the meeting to order at 8:45 AM. He directed the Town Clerk to call the roll. All Council Members were present, constituting a quorum. Also present were **Legislative District No. 17 State Representatives Rachel Jones and Kevin Volk, Triadvocates Public Affairs Advisor Roxanna Pitones, Town Manager Terry Rozema, Deputy Town Manager Erik Montague, Assistant to the Town Manager Andrea De La Cruz, Town Attorney Jane Fairall, and Town Clerk / Assistant Town Attorney David Udall.**

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

Vice Mayor Post asked for a motion to approve the agenda.

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

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Intergovernmental Relations; discussion with the Town's legislative delegates regarding the Town of Marana, including the Town's operations, projected growth, and legislative priorities (Terry S. Rozema)

Vice Mayor Post welcomed **Representative Jones** and **Representative Volk**, congratulated them on their elections, and thanked them for attending the meeting. **Town Manager Terry Rozema** briefly introduced the meeting's topic and referenced the 2025 Marana Legislative Policy Priority Program document, a copy of which is on file with the Town Clerk's Office.

Vice Mayor Post, Council Members, **Representative Jones**, **Representative Volk**, and Town staff participated in a discussion regarding the Town's legislative priorities and the representatives' legislative priorities for the upcoming 2025 Legislative Session. General topics included traffic and transportation infrastructure, water quality, water resources and water resource conservation initiatives, water conservation, election integrity, affordable housing and housing supply and demand, statewide zoning measures, the ability of municipalities to govern themselves, economic development and the attraction of jobs to the Town, cost of living, law enforcement and criminal justice, family law, special interests and government, and veterans.

Vice Mayor Post thanked everyone for coming. **Representative Jones** presented **Vice Mayor Post** with a challenge coin before the meeting concluded.

[Vice Mayor Post and Council Member Kai left the meeting at 9:43 AM. Vice Mayor Post returned at 9:46 AM and Council Member Kai returned at 9:49 AM.]

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Vice Mayor Post asked for a motion to adjourn.

Council Member Cavanaugh moved to adjourn the meeting. Council Member Kai seconded the motion. Motion passed, 6-0. The meeting was adjourned at 10:07 AM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on January 7, 2025. I further certify that a quorum was present.

David L. Udall, Town Clerk



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, January 7, 2025, at or after 6:00 PM

Jon Post, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
John Officer, Council Member
Roxanne Ziegler, Council Member

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Vice Mayor Post called the meeting to order at 6:00 PM. He 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 **Vice Mayor Post**.

APPROVAL OF AGENDA

Vice Mayor Post asked for a motion to approve the agenda.

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

CALL TO THE PUBLIC

Ms. Maria Cano addressed the Council regarding late fees on her water bill. **Town Manager Terry Rozema** informed **Ms. Cano** that the Town's Water Director was present and invited her to speak with the Water Director in the lobby.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Cavanaugh said he met a cyclist while cycling on the Loop and conversed with her about how much she enjoys the Loop. **Council Member Cavanaugh** then began to play a recording of her from his phone. **Council Member Ziegler** asked if that was allowed and thought it might be out of line. **Vice Mayor Post** said he did not foresee it being a problem. **Council Member Cavanaugh** then played a recording of a woman who stated that she loved the new extension on the Loop.

Vice Mayor Post said the memorial services were a moving tribute to **Mayor Ed Honea** and that Town staff did a tremendous job. He also said the Marana Aquatics and Recreation Facility (MARC) is an unbelievable and amazing facility. He also wished his grandson a happy birthday.

Council Member Ziegler also wished her grandson a happy birthday.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Mr. Rozema said the Town issued 55 single-family residential permits in December 2024. In December 2023, the Town issued 83 permits. He provided an update on phase one of the Saguaro Bloom Park construction. He said the Town's lifeguard training with MUSD students started today and that 25 students are participating. He informed the Council that from January 8 through January 15, a traffic signal will be installed at the intersection of Dove Mountain and Moore Road. He said the Town received a \$20.4 million railroad crossing elimination grant from the federal government to assist with the Cortaro interchange. He also thanked Town staff and volunteers involved in **Mayor Ed Honea's** memorial services and highlighted the coordinating efforts of **Assistant to the Town Manager Andrea De La Cruz**. Clarifying questions were asked and answered during his report.

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2025-001: Relating to Administration; approving and authorizing the Finance and Purchasing Director to execute a Deed of Gift donating 92 Motorola handheld radios to the Arizona Rangers (Yiannis Kalaitzidis)

C2 Approval of Regular Council Meeting Summary Minutes of December 17, 2024
(David L. Udall)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEE

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No 2025.001: Relating to Development; approving a rezoning of approximately five acres of land located at 13049 N. Coyote Howl Road, approximately one-quarter mile north of the intersection of Moore Road and Coyote Howl Road, from AG (Agricultural) to R-36 (Single-Family Residential) (Scott S. Radden)

Vice Mayor Post opened the public hearing at 6:12 PM

Senior Planner Scott Radden presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Radden** said this rezoning application involved a request for a non-site analysis rezone from Agricultural to R-36 Residential of an approximately five-acre site generally located a fourth of a mile north of Moore Road and Coyote Howl Road. He showed a map depicting the surrounding zoning, and he said the intent is to split the parcel into three separate lots. He said the Planning Commission considered the request at its December 11, 2024, meeting and voted unanimously to recommend approval to the Town Council subject to recommended conditions. For more information, including relevant maps, please see the presentation slides.

Council Member Cavanaugh asked if the plan was to divide up the lots to have residential homes built on it or whether it would support rural use, such as livestock. **Mr. Rory Juneman of Lazarus & Silvyn, PC**, who represented the applicant, explained that this was a small-scale project. He said the property owners intend to divide the parcel into three lots for family members to live on the property.

Council Member Ziegler complemented the **Lazarus & Silvyn, PC** firm for the thorough work it does.

Vice Mayor Post closed the public hearing at 6:15 PM

Council Member Ziegler moved to adopt Ordinance No. 2025.001. Council Member Cavanaugh seconded the motion. Motion passed, 6-0.

A2 PUBLIC HEARING: Ordinance No. 2025.002: Relating to Land Development; adopting amendments to Marana Town Code Title 17 "Land Development"; amending sections 17-4-2 (Use matrix) and 17-4-3 (Use conditions matrix) to allow up to 6 chickens to be kept on a single-family detached residential lot that is one-half acre or less in size and prescribing development regulations related to the keeping of chickens; amending section 17-6-7 (Animal-keeping) to add additional animal-keeping requirements for chickens; approving the housing impact statement pertaining to this ordinance; and designating an effective date (Matt Taylor)

Resolution No. 2025-002: Relating to Land Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2025.002, revisions to Title 17 "Land Development" of the Marana Town Code, including amending sections 17-4-2 (Use matrix) and 17-4-3 (Use conditions matrix) to allow up to 6 chickens to be kept on a single-family detached residential lot that is one-half acre or less in size and prescribing development regulations related to the keeping of chickens; and amending section 17-6-7 (Animal-keeping) to add additional animal-keeping requirements for chickens (Matt Taylor)

Vice Mayor Post opened the public hearing at 6:17 PM

Planning Manager Matt Taylor presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. He explained that House Bill 2325, passed by the Arizona Legislature during the last Legislative Session, requires municipalities to allow the keeping of up to six chickens on any lot with a single family detached residence that is under a half-acre in size. The revisions outlined in this ordinance are designed to bring the Marana Town Code into compliance with the new law. He summarized the conditions as follows:

- The proposed ordinance would allow up to six chickens on lots less than 6,000 square feet, including lots with multi-family or commercial zoning that are used for single family residences.
- A limit would be placed on the height of a henhouse or similar enclosure to be lower than the height of the fence line, as required in the new law.
- The proposed ordinance includes restrictions related to the size, location, and setbacks of enclosures for chickens, which are optional under the law.
- The proposed ordinance would revise Section 17-6-7 of the Marana Town Code to establish best-management practices on smaller lots than are permitted under the statute.

Mr. Taylor said the Planning Commission voted unanimously in favor of the proposed revisions during its meeting on December 11, 2024. He said the revisions before Council did contain two minor changes to definitions, which have been withdrawn and deemed unnecessary after further review by Town staff.

Mr. Taylor said the proposed changes will not affect any land governed by a specific plan, that the keeping of roosters and other fowl will only be allowed in the AG and RA zones on lots larger than 80,000 square feet, and that the Town cannot adopt standards more stringent than those specified in the new law. For more information, please see the presentation slides.

Council Member Comerford asked if the “best-management practices” were spelled out in the new ordinance. **Mr. Taylor** confirmed they were and reviewed some of the Code requirements. **Council Member Comerford** said she was generally in favor of the ordinance, but expressed concern that there needed to be requirements regarding the cleaning up after chickens. **Town Attorney Jane Fairall** said the proposed revisions would add the following to the Code, which are authorized by the new law:

- Enclosures shall be maintained and manure picked up and disposed of or composted at least twice weekly.
- Composted manure shall be kept in a way that prevents migration of insects.
- Water sources shall have adequate overflow drainage.
- Feed shall be stored in insect-proof and rodent-proof containers.

Council Member Cavanaugh asked if HOAs would be included due to chickens only being allowed in AG and RA zones. **Mr. Taylor** said the proposed ordinance allows for chickens in smaller lots, but that it does not apply to areas zoned under a specific plan.

Vice Mayor Post closed the public hearing at 6:24 PM

Council Member Comerford moved to adopt Ordinance No. 2025.002 and Resolution No. 2025-002. Council Member Cavanaugh seconded the motion. Motion passed, 6-0.

A3 Relating to Mayor and Council; appointment of a Council member to fill the vacancy in the mayor’s position (Jane Fairall)

Ms. Fairall explained that this item involved the appointment of a Council Member that is willing to resign as a Council Member to fill the vacancy in the mayor’s position until the 2026 primary and general election, during which time a special election will be held for the mayor’s position to serve for the final two years of **Mayor Ed Honea’s** term. She

said any Council Member may make a motion to appoint a Council Member to serve as the mayor, followed by a second and a vote.

Council Member Comerford moved to appoint Vice Mayor Jon Post to fill the mayor's position. Council Member Ziegler seconded the motion. Motion passed, 6-0.

Mayor Post thanked the Council and said the following regarding his appointment:

"You know, I still every day think of Ed. I loved being second behind Ed. It was one of the best times of my life.... I didn't ever truly have aspirations to be mayor because Ed did such a great job; he made it such a great place to serve. With his passing, I appreciate the Council putting their trust in me to move the Town forward and I won't let you down."

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Mayor and Council; selection of the vice mayor (David L. Udall)

Town Clerk / Assistant Town Attorney David Udall said that this item was added to the agenda in the event there was a vacancy in the vice mayor position. He said that since there was now a vacancy in the vice mayor position, the Marana Town Code provides that the Council may select a vice mayor from among their number by majority vote, similar to how the mayor was just selected.

Council Member Kai moved to nominate Council Member Roxanne Ziegler to serve as vice mayor. Council Member Comerford seconded the motion. Motion passed, 6-0.

Vice Mayor Ziegler thanked the Council and said the following regarding her appointment:

"First of all, thank you, Council, for your support and confidence in me. It's hard for me to talk about the Mayor, so I'll keep it short. I didn't really want to get here that way, but Ed left a great vision for us, and we're going to keep promises that we made, and the vision that we have."

Mayor Post requested that Item D3 be heard next, followed by Item D2.

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=dae15ad306fb4a3fba65ee3bab21d54&page=Page&views=Water-Management%2CInspections>

D2 Resolution No. 2025-003: Relating to Administration; approving and authorizing the Mayor to execute the Town Manager's Employment Agreement between the Town of Marana and Terry S. Rozema (Jane Fairall)

Mayor Post asked for a motion to go into executive session.

Council Member Zigler moved to go into executive session. Council Member Kai seconded the motion. Motion passed, 6-0.

[An executive session on Item E2 below was held beginning at 6:41 PM and concluding at 6:57 PM.]

Once back in open session, **Mayor Post** complemented **Mr. Rozema** on the amazing job he has done as Town Manager.

Mayor Post moved to extend an offer of a contract to Mr. Terry Rozema of one year with a 4% salary increase, all other terms remaining the same. Council Member Kai seconded the motion. Motion passed, 6-0.

EXECUTIVE SESSIONS

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

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

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

Employment Agreement.

FUTURE AGENDA ITEMS

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

Mayor Post requested future agenda items. There were no requests for future agenda items.

ADJOURNMENT

Mayor Post asked for a motion to adjourn.

Council Member Comerford moved to adjourn the meeting. Motion passed, 6-0. The meeting was adjourned at 6:59 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on January 7, 2025. I further certify that a quorum was present.

David L. Udall, Town Clerk



Council-Regular Meeting

D1

Meeting Date: 01/21/2025

To: Mayor and Council

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

Date: January 21, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Mayor and Council; discussion and possible direction regarding the procedure and schedule for filling the existing vacancy on the Marana Town Council (Terry Rozema)

Discussion:

On January 7, 2025, Jon Post was appointed to fill the vacancy in the Town of Marana's mayoral seat resulting from the passing of Mayor Ed Honea. Mr. Post's appointment as mayor has created a Council member vacancy on the Marana Town Council.

Town Code Section 2-1-4 sets forth the procedure for filling Council vacancies and provides as follows:

1. The Town Clerk shall advertise, post, and give public notice of the vacancy and availability of the seat.
2. Anyone interested in filling the vacancy shall submit to the Town Clerk an application, resume, and other support materials as desired, and the Town Clerk shall distribute the application materials to all Council members.
3. The Council will fill the vacant seat by motion and a majority vote.

Based on these provisions, Town staff proposes to begin advertising for the open Council seat on Monday, February 3, 2025, with a closing date of Monday, February 17, 2025, at 12:00 p.m. All application materials will then be forwarded to the Council. An item will then be placed on a subsequent Council meeting agenda to appoint an applicant to fill the vacancy.

The purpose of this item is to confirm advertising dates, discuss selection processes and procedures, and select a Council meeting date for the Council to appoint an applicant to fill the vacancy.

Staff Recommendation:

Council's Pleasure.

Suggested Motion:

Council's Pleasure.

Attachments

No file(s) attached.
