MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 1, 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
Teri Murphy, 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 April 1, 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 Recognizing Water Awareness Month (David L. Udall)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C1 Ordinance No. 2025.007: Relating to Finance; retroactively exempting the Rotary Club of Marana from the Special Event Park Package fee for the March 8, 2025, Tour De Cookie event (Wayne Barnett)

C2 Resolution No. 2025-026: Relating to Marana Regional Airport; approving and authorizing the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the Airport as an air tanker base for fire suppression activities during fire season (David L. Udall)

C3 Resolution No. 2025-027: Relating to Parks and Recreation; approving and authorizing the Parks and Recreation Director to execute a facility usage agreement between the Town of Marana and the Marana Marlins Swim Team (Wayne Barnett)

C4 Resolution No. 2025-030: Relating to Administration; approving and authorizing the Finance Director to execute Amendment Two to the Inmate Work Contract between the Town of Marana and the Arizona Department of Corrections, Rehabilitation, and Reentry for inmate labor services (Curry C. Hale)

C5 Approval of Regular Council Meeting Summary Minutes of March 18, 2025 (Debbie Thompson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2025-028: Relating to Development; approving and authorizing the Mayor to execute the First Amendment to the Crossroads at Gladden Development Agreement (Jane Fairall)

A2 Resolution No. 2025-029: Relating to Economic Development; amending the Marana Job Creation Incentive Program (MJCIP) to increase the qualifications for a business to be considered a "Targeted Employer" for purposes of the MJCIP and to remove certain economic incentives from the program (Jane Fairall and Curt Woody)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Public Works; presentation, discussion, and possible direction regarding the draft Town of Marana Five-Year Capital Improvement Program for Fiscal Years 2026 through 2030 (Fausto Burruel, Heidi Lasham, Jim Conroy)

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

D3 Relating to Municipal Court; authorizing and directing staff to negotiate an employment agreement for future Council consideration between the Town and Libby Shelton, to fill the impending vacancy in the Marana Town Magistrate position (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)(1) for discussion of the possible appointment of Libby Shelton as Town Magistrate, including discussion of the terms of an Employment Agreement, and for possible interview of Libby Shelton for the Town Magistrate position.

E2 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: 04/01/2025

Date: April 1, 2025

Subject: Proclamation Recognizing Water Awareness Month (David L. Udall)

Attachments

Proclamation

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Recognizing Water Awareness Month

WHEREAS, access to clean water is essential for public health, economic prosperity, and environmental sustainability; and

WHEREAS, water is a precious resource that requires careful stewardship and conservation efforts to ensure its availability for future generations; and

WHEREAS, the month of April 2025 presents an opportunity to raise awareness about the importance of water conservation and celebrate the vital role that water plays in our daily lives; and

WHEREAS, by promoting responsible water usage practices, we can reduce water waste, protect our water sources, and mitigate the impacts of drought: and

WHEREAS, through education, outreach, and community engagement initiatives, we can empower individuals, businesses, and organizations to make a positive difference in water conservation efforts; and

WHEREAS, as stewards of our environment, it is our collective responsibility to safeguard our water resources and ensure equitable access to clean and safe drinking water for all residents.

NOW, THEREFORE, I, Jon Post, Mayor of the Town of Marana, do hereby proclaim the Month of April 2025 as Arizona Water Awareness Month and urge Marana residents to learn about and practice principles of water stewardship and conservation.

Dated this 1st day of April, 2025

ATTEST:

David L. Udall, Town Clerk

Jon Post, Mayor

Council-Regular Meeting **C1**

Meeting Date: 04/01/2025

To: Mayor and Council

Submitted For: Wayne Barnett, Deputy Director Parks & Recreation

From: Wayne Barnett, Deputy Director Parks & Recreation

Date: April 1, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2025.007: Relating to Finance; retroactively exempting the Rotary Club of Marana from the Special Event Park Package fee for the March 8, 2025, Tour De Cookie event (Wayne Barnett)

Discussion:

The Tour De Cookie event, held this year at Crossroads Park and on the Chuck Huckleberry Loop in Marana on Saturday, March 8, 2025, is an annual fundraising event for the Rotary Club of Marana. Proceeds from this year's event will benefit the Mayfly Project, which provides mentorship and support for youth in foster care.

If adopted, this ordinance would waive the $500.00 "Special Event Park Package - Minor less than 1000 attending" fee paid by the Rotary Club of Marana for the Tour De Cookie event held on March 8, 2025.

Financial Impact:

Fiscal Year:	2025
Budgeted Y/N:	N
Amount:	$500.00

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Ordinance No. 2025.007, retroactively exempting the Rotary Club of Marana from the Special Event Park Package fee for the March 8, 2025, Tour De Cookie event.

Attachments

Ordinance No. 2025.007

MARANA ORDINANCE NO. 2025.007

RELATING TO FINANCE; RETROACTIVELY EXEMPTING THE ROTARY CLUB OF MARANA FROM THE SPECIAL EVENT PARK PACKAGE FEE FOR THE MARCH 8, 2025, TOUR DE COOKIE EVENT

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

WHEREAS the Town Council has adopted a comprehensive fee schedule for the Town that includes a $500.00 "Special Event Park Package - Minor less than 1000 attending" fee; and

WHEREAS the Tour De Cookie event, held this year at Crossroads Park and on the Chuck Huckleberry Loop in Marana on Saturday, March 8, 2025, is an annual fundraising event for the Rotary Club of Marana; and

WHEREAS proceeds from this year's event will benefit the Mayfly Project, which provides mentorship and support for youth in foster care; and

WHEREAS the Mayor and Council of the Town of Marana find that retroactively exempting the Rotary Club of Marana from the $500.00 "Special Event Park Package - Minor less than 1000 attending" fee for the March 8, 2025, Tour De Cookie event is in the best interests of the Town and its residents.

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

SECTION 1. The Rotary Club of Marana is hereby retroactively exempted from the $500.00 "Special Event Park Package - Minor less than 1000 attending" fee included in the Town's comprehensive fee schedule, as adopted by the Town Council and amended from time to time, for the March 8, 2025, Tour De Cookie event.

SECTION 2. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance, including, but not limited to, refunding the aforementioned fee to the Rotary Club of Marana.

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

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

SECTION 5. This ordinance is administrative in nature, and shall be effective immediately.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 1st day of April, 2025.

_____
Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 04/01/2025

To: Mayor and Council

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

Date: April 1, 2025

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2025-026: Relating to Marana Regional Airport; approving and authorizing the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the Airport as an air tanker base for fire suppression activities during fire season (David L. Udall)

Discussion:

For a number of years, the Arizona Department of Forestry and Fire Management (formerly the Arizona State Forestry Division) has used property on the premises of the Marana Regional Airport each fire season as a base for air-based fire suppression, either through a sublease with Northwest Fire District or, more recently, through a direct agreement with the Town. The proposed Land/Facility Use agreement will continue this relationship.

If approved, the agreement will allow the Department to park single-engine air tankers at the airport during fire season (roughly May through July) and place temporary mobile office building/trailers on airport property. In addition, the Department may station an airplane and a helicopter at the airport for fire reconnaissance and fire support. Pursuant to the agreement, Town rental/parking fees would be waived, but the Department would be required to pay for its own water and electric utilities associated with its use of the airport property directly to the utility companies. The agreement will be effective from April 24, 2025, through September 1, 2025, to cover the 2025 fire season.

Staff Recommendation:

Staff recommends approval of Resolution No. 2025-026.

Suggested Motion:

I move to adopt Resolution No. 2025-026, approving and authorizing the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the Airport as an air tanker base for fire suppression activities during fire season.

Attachments

Resolution No. 2025-026

Exhibit A to Resolution

MARANA RESOLUTION NO. 2025-026

RELATING TO MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LAND/FACILITY USE AGREEMENT BETWEEN THE TOWN OF MARANA AND THE ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT FOR USE OF THE AIRPORT AS AN AIR TANKER BASE FOR FIRE SUPPRESSION ACTIVITIES DURING FIRE SEASON

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

WHEREAS the Town Council finds that entering into a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management to allow the use of property at the Marana Regional Airport as an air tanker base for fire suppression activities in Southern Arizona during fire season 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: The Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of April, 2025.

Mayor Jon Post

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT

LAND/FACILITY USE AGREEMENT

Agreement #: _____

Resource Order #: _____

The Town of Marana, as owner of the property described herein (the "Owner"), agrees to furnish the described land or facilities (the "Property) to the Arizona Department of Forestry and Fire Management (the "State") for use as a single engine air tanker base for fire suppression activities (the "Base") pursuant to the terms and conditions set forth in this Land/Facility Use Agreement (the "Agreement").

1. **DESCRIPTION OF PROPERTY/FACILITIES:** The Property is described as follows: that certain real property at the Marana Regional Airport, located at 11700 W. Avra Valley Road, Marana, Arizona, consisting of an approximately 19,250 square foot pad (175 feet x 110 feet) for aircraft parking on the southwest portion of the helicopter ramp area, west of Taxiway A. Additionally, aircraft can be parked on the main parking ramp located northwest of the Jet Apron if necessary. An area consisting of approximately 22,500 square feet (150'x150') has been designated for the placement of a 30'x76' office trailer and vehicle parking south of the airport perimeter road. The Property is more particularly shown in the location map attached to and incorporated in this Agreement as Exhibit A.

2. **TERM:** This Agreement shall be effective from April 24, 2025 through December 31, 2025, unless it is terminated sooner pursuant to the terms of this Agreement.

3. **USE:** The State shall use the Property as a single engine air tanker base for fire suppression activities during the fire season. The "fire season" is typically defined as May through July each year, but the State may occupy the Property earlier or later in the year as the State determines is necessary for fire suppression activities. The State shall notify the Town when the State intends to occupy the Property. The allowed uses under this Agreement shall include the use of tie down space for single engine air tankers parked on the Property by the State or the State's contractors for fire suppression activities. Additionally, the State shall be permitted to park trailers or other mobile building structures on the Property for use as office space for personnel operating out of the Base. The State shall also be permitted to station on the

Property an Air Attack platform (one airplane) for fire reconnaissance and a helicopter for fire support.

a. Under no circumstances may the State (i) use or permit the use of the Property for any purpose other than for the purposes described in this Agreement, (ii) cause or permit waste of the Property or (iii) adversely affect the Owner's title and rights to the Property, including any water rights or any other rights owned or claimed by the Owner.

b. The State shall make no structural or electrical modifications, painting or other alterations to the Property.

4. **TERMINATION:** This Agreement may be terminated by mutual written agreement of the parties or by and at the sole discretion of the Owner. If terminated by the Owner, the Owner shall give the State at least 60 calendar days' written notice of termination, unless the Owner determines that a shorter period of notice is necessary in order to address an imminent health or safety issue.

5. **ENVIRONMENTAL IMPACT:** The State, at its own expense, shall ensure that the State and the State's agents, employees, contractors, and invitees comply with all present and hereafter enacted Environmental Laws, and any amendments thereto, affecting operations on the Property. "Environmental Laws" means any and all laws, rules, regulations, regulatory agency guidance and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority) now in effect or hereafter enacted that deal with the regulation or protection of the environment (including the ambient air, ground water, surface water, waste handling and disposal, and land use, including sub-strata land), or with the generation, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment. The State shall be responsible for cleaning up any fire retardant or fuel spills associated with the State's use and occupation of the Property.

6. **INDEMNIFICATION:** The State shall defend, indemnify and hold harmless the Owner, its officers, agents, and employees from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorneys' fees) arising out of the State's use of the Property or the State's negligent acts or omissions in connection with this Agreement. The indemnification provisions set forth in this Article 6 shall survive termination of this Agreement.

7. **INSURANCE:** The parties understand and agree that the State's contractors are required to provide evidence of insurance to the State pursuant to written contract with the State. The State shall require those contractors who use the Property pursuant to this Agreement to (a) name the Owner as an additional insured in the contractor's insurance policies and (b) provide the Owner with certificates of insurance and additional insured endorsements evidencing the minimum coverages required under the contractors' contracts with the State.

8. **COMPLIANCE WITH LAWS:** In its use and occupation of the Property, the State shall abide by all existing laws of the State of Arizona, County of Pima and Town of Marana and all regulations of the Federal Aviation Administration, as they may be amended from time to time.

9. **INSPECTION:** A pre-use and post-use inspection of the property will be conducted and documented by both the Owner and the State to assess possible damage that may occur during occupancy.

10. **RATE:** The Owner agrees to waive any and all Town of Marana rental fees applicable to the State's use of the Property, including any tie down and parking fees listed in the Town of Marana comprehensive fee schedule. The Property is equipped with a fire hydrant and water meter. The State shall transfer water and electric utilities for the Property into the State's name and the State shall be responsible for paying all water and electric utility bills directly to the utility providers during the time the State uses and occupies the Property. In addition, the State, at its own expense, shall clean and restore the Property to pre-use conditions at the end of each fire season.

11. **LOSS, DAMAGE OR DESTRUCTION:** The State assumes liability for the loss, damage, or destruction of the Property or the Owner's equipment on the Property, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault of negligence of the Owner or Owner's agents.

12. **MODIFICATIONS:** Any changes to this Agreement shall be made in writing and signed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last party's signature date below.

The "Owner":

THE TOWN OF MARANA,
an Arizona municipal corporation

_____
Jon Post
Mayor

_____
Date

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

The "State":

ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT, an Arizona state agency

By:_____

Its:_____

_____
Date



Exhibit A to Marana Resolution No. 2025-026

Marana Town Council Regular Meeting Agenda Packet
April 1, 2025

Printed by: bcanale Path: U:\Airport\DeptForestry_Airport_Operation_Areas.mxd © Town of Marana 3/28/2019

Council-Regular Meeting **C3**

Meeting Date: 04/01/2025

To: Mayor and Council

Submitted For: Wayne Barnett, Deputy Director Parks & Recreation

From: Wayne Barnett, Deputy Director Parks & Recreation

Date: April 1, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-027: Relating to Parks and Recreation; approving and authorizing the Parks and Recreation Director to execute a facility usage agreement between the Town of Marana and the Marana Marlins Swim Team (Wayne Barnett)

Discussion:

The Marana Marlins Swim Team participates in the Pima County Swim League every summer, based out of the Ora Mae Harn Swimming Pool. In 2025, the Marlins will move their program to the Marana Aquatic and Recreation Center pool. The Marlins have previously used the pool in Ora Mae Harn Park at no charge. In an effort to help the Marlins transition to the Marana Aquatic and Recreation Center, and the new fees associated with the center, the Marlins will sign an agreement that will reduce facility use fees by 50%, for the 2025 season. Regular facility use rates beginning will apply following expiration of this agreement.

Financial Impact:

Fiscal Year:	2025/2026
Budgeted Y/N:	N
Amount:	$50% reduction in fees

The reduction in fees is estimated at $1,500. However, this may change due to weather conditions.

Staff Recommendation:

Staff recommends approval of the facility usage agreement between the Town of Marana and the Marana Marlins Swim Team.

Suggested Motion:

I move to adopt Resolution 2025-027 approving and authorizing the Parks and Recreation Director to execute a facility usage agreement between the Town of Marana and the Marana Marlins Swim Team.

Attachments

Resolution No. 2025-027

Exhibit A to Resolution

RESOLUTION NO. 2025-027

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO EXECUTE A FACILITY USAGE AGREEMENT BETWEEN THE TOWN OF MARANA AND THE MARANA MARLINS SWIM TEAM

WHEREAS the Town of Marana has had a longstanding facilities use agreement with the Marana Marlins Swim Team ("Marlins") to use the pool facility at Ora Mae Harn Park (the "OMH Pool") at no cost to the Marlins; and

WHEREAS with the opening of the new Marana Aquatic and Recreation Center (the "MARC"), the Marlins plan to use the MARC pool for swim team practices, swim meets, and related activities; and

WHEREAS on February 25, 2025, Town Council adopted Ordinance No. 2025.003 amending the Town of Marana Comprehensive Fee Schedule to add various fees related to the MARC; and

WHEREAS the Town and Marlins desire to enter into a facility usage agreement for the summer of 2025 that includes a 50% discount off the fees set for the MARC; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Facility Usage Agreement between the Town of Marana and the Marana Marlins Swim Team, attached to this resolution as Exhibit A, is hereby approved, and the Parks and Recreation Director 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 Facility Usage Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of April, 2025.

_____
Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Exhibit A to Marana Resolution No. 2025-027

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (hereinafter "TOWN"), and the MARANA MARLINS SWIM TEAM, an Arizona non-profit corporation (hereinafter "MARLINS"). TOWN and MARLINS are sometimes referred to collectively as the "Parties," either of which is sometimes individually referred to as a "Party."

1. Purpose of Agreement. The purpose of this Agreement is to permit MARLINS to use the Marana Pool facility at Marana Aquatic and Recreation Center (MARC), 13455 N. Marana Main Marana, Arizona (hereinafter the "Premises"), for swim team practices and swim meets and related activities as provided in this Agreement and in consideration of MARLINS' performance of its obligations under this Agreement.

2. Term. The term of this Agreement shall be from June 2, 2025 to July 24, 2025.

3. Availability of Premises. During the term of this Agreement, the Premises shall be available to MARLINS on the days and during the times described in Exhibit A.

4. Payment. For use of the Premises on the days and during the times described in Exhibit A, the MARLINS will have a 50% discount off the applicable MARC fees added to the Town's Comprehensive Fee Schedule effective April 1, 2025.

5. Conditions and Scope of Use. MARLINS' use of the Premises shall be subject to the following conditions and scope:

a. MARLINS shall provide TOWN with a season schedule of practices and meets at least two weeks prior to the beginning of the swim season. Notice regarding any changes to the season schedule shall be provided at least 48 hours in advance of practice or meet to avoid being charged rental fees.

b. MARLINS shall be responsible for all promotion, registration, record keeping, recruitment of staff, supervision of staff, and programming for the swim team.

c. This Agreement and license are non-exclusive and TOWN may lease or license the Premises to other parties during periods of non-use by MARLINS throughout the term of this Agreement.

d. MARLINS shall ensure that a Marana Marlins team staff member is available at all times during MARLINS' usage of the Premises. The staff member shall be responsible for all aspects of practices and swim meets including safety rules and closure because of inclement weather.

e. If practices or swim meets are canceled, Notice shall be made by MARLINS at least 48 hours in advance to avoid being charged rental fees..

f. TOWN may need to periodically close the Premises for maintenance or repairs and TOWN will make reasonable efforts to notify MARLINS in advance of any such closures.

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

h. MARLINS shall report all damage to Premises to Town of Marana Parks and Recreation Department (520-382-1950) or to the Marana Police Department (ph. 520-382-2000) as soon as possible.

i. Any equipment provided by MARLINS that is for exclusive use must be brought to and taken from the facility for each time of use. Any equipment left stored at the facility is deemed communal use and TOWN is not held accountable for any of the equipment left stored at the facility for communal use.

j. MARLINS may sell concessions on the Premises at scheduled practices and swim meets with appropriate Town of Marana business license(s) and Pima County Health Department permit(s). All money and merchandise must be removed from the Premises at the end of the activity.

k. MARLINS may host outside vendors at events listed in Exhibit A to conduct business on TOWN premises on the dates and times listed in Exhibit A. Vendors must be approved by the TOWN at least 14 days in advance of event. MARLINS acknowledge that there is no guarantee the TOWN will approve additional outside vendors and that outside vendors may be required to obtain insurance and obtain or show proof of a Town of Marana business license and/or Pima County Health Department permit. All money and merchandise must be removed from the Premises at the end of the activity.

l. MARLINS shall ensure that all persons using the Premises pursuant to this Agreement:

    i. Observe posted MARC Pool Rules and Diving Board rules as posted.

    ii. Observe Town of Marana park rules, as codified in the Marana Town Code, Title 13

    iii. Use the Premises in a safe manner that will not jeopardize the safety and welfare of park users, park equipment or park facilities

m. Notwithstanding the provisions of this paragraph 5, TOWN reserves the right to close the Premises and or deny MARLINS use of the Premises due to inclement weather, an inadequate number of lifeguards, or any other safety concern or other concern.

6. Relationship of Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between any employees, managers, subcontractors, volunteers, or agents of MARLINS and any employees, managers, subcontractors, volunteers, or agents of TOWN. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without

limitation) the other Party's obligation to withhold Social Security and income taxes for any of its employees. Neither MARLINS nor its employees, managers, subcontractors, volunteers, or agents shall be entitled to receive compensation from TOWN, whether in money or in kind, for their services unless prior written approval is received by MARLINS from TOWN.

7. Ownership, Repairs, Maintenance and Operation. MARLINS shall not make any alterations, improvements, additions, or changes of any kind to the facilities or Premises nor will MARLINS relocate any personal property or equipment or build any permanent structure on the Premises without prior written approval of TOWN. Upon receipt of said written approval, all expenses incident thereto shall be paid by MARLINS. MARLINS agrees to repair any and all damage to the facilities or Premises caused, in whole or in part, by the MARLINS, its managers, employees, subcontractors, agents, volunteers, participants or visitors. MARLINS agrees to surrender the Premises to TOWN in as good a condition as when received, ordinary wear and tear or damage resulting from accidental fire or from causes beyond the reasonable control of MARLINS excepted. MARLINS agrees that the personal property of TOWN shall not be removed from the Premises but shall be surrendered at the end of the term in good condition. MARLINS agrees to remove all equipment and personal property belonging to MARLINS at the end of the term without causing damage to the facilities or Premises.

8. Sanitation. MARLINS shall be responsible for the cleanliness of the Premises, including but not limited to, spectator areas, parking lots and surrounding areas when used by MARLINS. MARLINS shall be responsible for trash, debris and litter removal generated as a result of MARLINS' operations and MARLINS shall be responsible for the placing and depositing of said trash, debris and litter in appropriate receptacles provided by TOWN for such use. In addition, TOWN, in its sole discretion, may clean the Premises at MARLINS' expense.

9. Indemnification. MARLINS shall indemnify, defend and hold harmless TOWN, its departments, officers, employees and agents from, for, and against any and all claims, suits, actions, legal proceedings, administrative proceedings, demands, losses or expenses, including reasonable attorney's fees, which are attributable to any negligent or intentional act or omission of MARLINS, its employees, agents, subcontractors, volunteers or anyone acting under MARLINS' direction, control or on its behalf or anyone employed by them.

10. Insurance.

a. MARLINS shall secure and maintain in force throughout the life of this Agreement, comprehensive general liability insurance with carriers acceptable to TOWN, with a minimum coverage of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for personal injury, and one million ($1,000,000) per occurrence/aggregate for property damage.

b. MARLINS shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph to TOWN upon execution of this Agreement, prior to using the Premises pursuant to this Agreement. MARLINS shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to the Town of Marana Parks and Recreation Department.

c. TOWN shall be named as an additional insured on the commercial general liability insurance policies required by this paragraph 10. As an additional insured, TOWN shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of MARLINS. MARLINS shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by subparagraph b above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance.

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

e. The coverage requirements specified in this paragraph 10 may not be changed or modified except by written agreement signed by the Parties.

f. MARLINS shall give TOWN at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph 10. MARLINS shall give TOWN immediate notice of any other cancellation or reduction of any coverage required by this paragraph 10. Cancellation or reduction of any coverage required by this paragraph 10 is grounds for termination of this Agreement by TOWN.

11. Compliance with Laws. MARLINS shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders without limitation.

12. Liens. All equipment leases, debts, loans or encumbrances of MARLINS are the sole responsibility of MARLINS and are subordinate to any ownership interest of TOWN. TOWN will not recognize any claims or liens placed upon the facilities or Premises as a result of any default by MARLINS.

13. Law to Govern. This Agreement will be governed by the laws of the State of Arizona, statutory and decisional, both as to interpretation and performance. All Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement shall be in Tucson, Arizona.

14. Mediation. If there is a dispute between the Parties arising from the interpretation or enforcement of this Agreement, the Parties agree that they shall first attempt to resolve the dispute through mediation prior to filing a lawsuit. If arbitration fails to resolve the dispute and either Party brings an action to interpret this Agreement or to enforce any right which such Party may have hereunder, or in the event an appeal is taken from any judgment or decree of a trial court, the Party ultimately prevailing in such action will be entitled to receive from the other Party its costs and reasonable attorney's fees incurred, in an amount to be determined by the court in which such action is brought.

15. Severability. If any provision of this Agreement is declared illegal, void or unenforceable, the remaining provisions will not be affected and will remain in full force and effect.

16. Right to Require Performance. The failure of either Party at any time to require performance by the other Party of any provisions of this Agreement will in no way affect the right of that Party thereafter to enforce the same. No waiver by either Party of any breach of any of the provisions of this Agreement will be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any other provision. The acceptance by either Party of any sum less than may be due and owing to it at any time shall not be construed as an accord and satisfaction of any amount outstanding.

17. Headings. The headings used herein are for convenience only and are not to be construed as part of this Agreement.

18. Nondiscrimination. Neither MARLINS nor TOWN will, in the performance of this Agreement, discriminate or knowingly permit discrimination against any person on account of race, sex, handicap, age, color, national origin, political or religious opinion or affiliation.

19. Nonwarranty. TOWN does not warrant its powers or right to enter into this Agreement and, if the same is destroyed or limited by court action initiated by any third party or third person, there shall be no liability of TOWN to MARLINS by reason of such action or by reason of this Agreement.

20. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511 relating to conflicts of interest.

21. Completeness of Agreement. This Agreement contains all the terms and conditions of the contract between the Parties and any alterations or variations of the terms of this Agreement shall be invalid unless made in writing and signed by the Parties to this Agreement. There are no other understandings, representations or agreements, written or oral, not incorporated herein.

22. Termination. If, in the judgment of TOWN, MARLINS does not perform in accordance with the conditions of this Agreement or if MARLINS is in default of any provision of this Agreement, TOWN shall give MARLINS written notice specifying the nature of the nonperformance or default. If, after receipt of such written notice, MARLINS fails to diligently pursue rectification or correction of said nonperformance or breach, TOWN may terminate this Agreement by giving ten days' written notice prior to the effective date of termination.

23. Notices. Any notice of communication required or permitted to be given pursuant to this Agreement shall be given in writing and shall be served by email with confirmation by first class mail upon either Party addressed to the Party to whom such notice is to be given as hereinafter provided. The Notice shall be deemed conclusively made at the time the email is sent.

To Town:

TOWN OF MARANA
Attn: Jim Conroy, Parks and Recreation Director
Marana.Parks@MaranaAZ.gov
11555 W. Civic Center Drive
Marana, Arizona 85653

With a COPY to:

Deputy Town Attorney
Libby Shelton

lshelton@maranaaz.gov
11555 W. Civic Center Dr.
Marana, Arizona 85653

To MARLINS:

MARANA MARLINS SWIM TEAM
Amy Ruiz, President
Stephanie Lippert, Vice President
MaranaMarlins@gmail.com
11459 W. Caliche
Marana, Arizona 85653

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

TOWN:

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Jim Conroy
Parks & Recreation Director

Date: _____

ATTEST:

_____
David Udall, Town Clerk

APPROVED AS TO FORM:

_____
Libby Shelton, Deputy Town Attorney

MARLINS:

MARANA MARLINS SWIM TEAM, an Arizona non-profit corporation

By: _____
Amy Ruiz, President

Date: _____

EXHIBIT A

FACILITY USE AGREEMENT
BETWEEN TOWN OF MARANA AND MARANA MARLINS SWIM TEAM

2025 Marana Marlins Season: June 2, 2025 through July 24, 2025

Marlins will have eight swim lanes for all practices, meets and events. Marlins can use MARC timing equipment when running events at no extra cost.

Swim Team Practices: Monday - Thursday 7:00 a.m. - 8:00 a.m. and 7:00 p.m. - 8:00 p.m.

MARLINS Home Swim Meet: Tentatively Saturday, June 21, 2025, 6:00 a.m. to 1:00 p.m. Any alternative date for the Home Swim Meet must be approved by the Town, at its sole discretion, a minimum of two weeks in advance of Home Swim Meet.

Team Swim Suit Pop Up Shop and Swim Team Picture Days:: Dates TBD. Date for Team Pop Up Shop and Swim Team Picture Days must be approved by the Town, at its sole discretion, a minimum of two weeks in advance of Team Swim Suit Pop Up Shop and Swim Team Picture Days. Any vendor soliciting or conducting business must have a current Marana Business License or a Peddler, Solicitor or Transient Merchant License and provide proof to the Town at least two weeks in advance of Team Pop Up Shop and Swim Team Picture Days. License applications are available on the Town of Marana website at www.maranaaz.gov.

MARLINS End of Season Party: Date TBD. Date for End of Season Party must by approved by the Town, at its sole discretion, a minimum of two weeks in advance of End of Season Party.

Council-Regular Meeting **C4**

Meeting Date: 04/01/2025

To: Mayor and Council

From: Curry C. Hale, Human Resources Director

Date: April 1, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-030: Relating to Administration; approving and authorizing the Finance Director to execute Amendment Two to the Inmate Work Contract between the Town of Marana and the Arizona Department of Corrections, Rehabilitation, and Reentry for inmate labor services (Curry C. Hale)

Discussion:

The Town seeks to amend the contract between the Town of Marana and the Arizona Department of Corrections, Rehabilitation, and Reentry. The proposed amendment to the contract would increase the hourly rate for inmate labor services from $1.35/hour to $1.50/hour.

Financial Impact:

Budget capacity exists in the current year and will be programmed in the upcoming fiscal year in the Parks and Recreation department and other departments that make use of this contract. The increase is not significant and will not have any adverse financial impact to the Town's operations.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2025-030 authorizing the Finance Director to execute Amendment Two to the Inmate Work Contract between the Town of Marana and the Arizona Department of Corrections, Rehabilitation, and Reentry for inmate labor services.

Suggested Motion:

I move to adopt Resolution No. 2025-030 authorizing the Finance Director to execute Amendment Two to the Inmate Work Contract between the Town of Marana and the Arizona Department of Corrections, Rehabilitation, and Reentry for inmate labor services.

Attachments

Resolution No. 2025-030

Exhibit A to Resolution

MARANA RESOLUTION NO. 2025-030

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE AMENDMENT TWO TO THE INMATE WORK CONTRACT BETWEEN THE TOWN OF MARANA AND THE ARIZONA DEPARTMENT OF CORRECTIONS, REHABILITATION, AND REENTRY FOR INMATE LABOR SERVICES

WHEREAS the Town of Marana has an agreement with the Arizona Department of Corrections, Rehabilitation, and Reentry to obtain use of inmate labor crews from the Arizona State Prison Complex - Tucson; and

WHEREAS on January 16, 2024, the Town Council adopted Resolution No. 2024-001 approving the Inmate Work Contract; and

WHEREAS on May 21, 2024, the Town Council adopted Resolution 2024-043 approving Amendment One to the Inmate Work Contract increasing the hourly rate for inmate labor services from $0.75/hour to $1.35/hour; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to amend the Inmate Work Contract to increase the hourly rate for inmate labor services.

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

SECTION 1. Amendment Two to the Inmate Work Contract between the Town of Marana and the Arizona Department of Corrections, Rehabilitation, and Reentry for inmate labor services, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Finance Director 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 implement and carry out the terms, obligations, and objectives of the contract.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of April, 2025.

_____
Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

DEPARTMENT OF CORRECTIONS, REHABILITATION & REENTRY	**Inmate Work Contract Amendment No. 2 24-063-28**	Arizona Department of Corrections, Rehabilitation & Reentry 701 E. Jefferson Street Phoenix, AZ 85034

This Contract, entered into between the Town of Marana (Contractor), and the Arizona Department of Corrections, Rehabilitation, and Reentry (ADCRR), for and on behalf of its Arizona State Prison Complex – Tucson (ASPC-Tucson), is amended in accordance with Special Terms and Conditions, Paragraph 3.11, Changes as follows;

1) The inmate labor rate of pay for this IWC is being changed from one dollar and thirty-five cents ($1.35) per hour to one dollar and fifty cents ($1.50) per hour, effective upon execution of this amendment.

All other terms and conditions of this Contract remain the same.

IN WITNESS WHEREOF, the parties hereto agree to this Amendment.

TOWN OF MARANA	**ARIZONA DEPARTMENT OF CORRECTIONS, REHABILITATION, AND REENTRY**
Signature of Authorized Individual Date	Signature of Authorized Individual Date
	Kerry Wells
Typed Name	Typed Name
	Chief Procurement Officer
Typed Title	Typed Title
	701 E. Jefferson St. Phoenix, AZ 85034
Typed Address	Typed Address

Additional Signatures if Applicable

Signature Date	Signature Date
Typed Name	Typed Name
Typed Title	Typed Title

Council-Regular Meeting **C5**

Meeting Date: 04/01/2025

To: Mayor and Council

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

Date: April 1, 2025

Subject: Approval of Regular Council Meeting Summary Minutes of March 18, 2025 (Debbie Thompson)

Attachments

Regular Council Meeting Summary Minutes, 03/18/2025

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 18, 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
Teri Murphy, Council Member
John Officer, Council Member

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Post called the meeting to order at 6:01 PM. He directed the Deputy Town Clerk to call the roll. All other Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Mayor Post asked for a motion to approve the agenda.

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

CALL TO THE PUBLIC

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Officer complimented Founder's Day, and the great job staff did with the event.

Council Member Murphy praised the Founder's Day event, commenting that she met a lot of new people, who had not previously attended the parade.

Council Member Kai expressed his appreciation for Founder's Day, especially the fact that the parade was a little shorter.

Council Member Cavanaugh enjoyed the parade and the car he was able to ride in during the Founder's Day event. **Mr. Cavanaugh** also made a comment about an Impact Marana event he came across at El Rio Reserve. He was impressed with the work Parks and Recreation Department staff had done to support the event.

Council Member Comerford said she appreciated the Founder's Day and parade, she enjoyed being able to watch the parade this year. She complimented **Council Member Murphy** on the great job she did as the announcer. **Council Member Commerford** also spoke about attending the grand opening for Sweet Repeats, a new retail store located in the Safeway Plaza at Silverbell and Twin Peaks. She attended with **Vice Mayor Ziegler**, who was also impressed with the store. They encouraged all to support the store.

Vice Mayor Ziegler thought Founder's Day was fantastic. She appreciated the brunch and thanked **Ms. Tammy Burchett** for all the work she did. **Vice Mayor Ziegler** also recognized Gladden Farms for ranking number eight in the top ten for master planned communities in Southern Arizona, according to the 2025 edition of Ranking Arizona.

Mayor Post also enjoyed Founder's Day and enjoyed driving **Mr. Drew Harrison's** Tractor, who also provided an antique firetruck for the parade. He thanked **Council Member Murphy** for her willingness to emcee the parade.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema reported that there were 66 single-family residental permits issued so far in March. Last March, there were 121 total permits issued. He said the Town is beginning to see an increase and an upward trend, and that by the end of the month the Town should be close to where it was last year. The Marana Aquatics and Recreation Center (MARC) is getting very close to opening. Two events are planned for the opening: an unveiling of the art on May 2nd and a ribbon cutting on May 3rd. **Mr. Rozema** also reported that Parks and Recreation staff and Marana Unified School District (MUSD) have partnered to train students to become lifeguards. Eleven students were part of the training, and they will all become lifeguards at the MARC. He also reminded the

Council that the Marana State of the Town is coming up on April 17th at the Ritz Carlton, noting that this year's theme is Blazing Trails, Building Legacy. **Mayor Post** will be speaking at the event, along with **Chief of Police Jeff Pridgett**, and **Ms. Kirsten Reedy.**

PRESENTATIONS

CONSENT AGENDA

C1 Ordinance No. 2025.005: Relating to Procurement; revising Marana Town Code Title 3 (Administration), Chapter 3-4 (Procurement), sections 3-4-5 (Definitions) and 3-4-23 (Cooperative Purchasing) to authorize the town to participate in national purchasing cooperatives; and designating an effective date (Yiannis Kalaitzidis)

C2 Resolution No. 2025-022: Relating to Budget; approving the transfer of $450,000 of budgeted expenditure authority from the General Fund contingency line item to the General Fund non-departmental budget in the fiscal year 2024-2025 budget for the payment of attorneys' fees pursuant to the settlement agreement between the Town of Marana and the Southern Arizona Home Builders Association (SAHBA) in settlement of the litigation captioned *Southern Arizona Home Builders Association v. Town of Marana*, No. C20184411 (Pima County Superior Court) (Yiannis Kalaitzidis)

C3 Resolution No. 2025-023: Relating to Public Works; approving and authorizing the Mayor to sign a public improvement participation agreement with SAS Properties, LLC for the construction of driveway improvements as part of the Tangerine Road widening project Phase 2A (Jane Fairall)

C4 Approval of Special Council Meeting/Retreat Summary Minutes of February 19 - 21, 2025, approval of Special Council Meeting Summary Minutes of February 25, 2025, and approval of Regular Council Meeting Summary Minutes of March 4, 2025 (David L. Udall)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Ordinance No. 2025.006: Relating to Mayor and Council; amending Marana Town Code Title 2 (Mayor and Council), amending Chapter 2-1 (Council) Section 2-1-4 (Vacancies) to provide for the filling of Council vacancies consistent with Arizona state

law; amending chapter 2-2 (Council Elections) Section 2-2-8 (Automatic recount) to clarify when an automatic recount is required under state law; amending Chapter 2-3 (Mayor and Vice Mayor) Section 2-3-1 (Vice mayor) to add a provision for appointment of a vice mayor when the seat is vacant; and designating an effective date

Resolution No. 2025-024: Relating to Mayor and Council; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2025.006, amending Marana Town Code Title 2 (Mayor and Council), amending Chapter 2-1 (Council) Section 2-1-4 (Vacancies) to provide for the filling of Council vacancies consistent with Arizona state law; amending Chapter 2-2 (Council Elections) Section 2-2-8 (Automatic recount) to clarify when an automatic recount is required under state law; amending Chapter 2-3 (Mayor and Vice Mayor) Section 2-3-1 (Vice mayor) to add a provision for appointment of a vice mayor when the seat is vacant (Jane Fairall)

Town Attorney Jane Fairall presented on this item. This item involved amending three of the provisions in Title 2 of the Marana Town Code to align the Town Code with state law. The first change related to the filling of Council vacancies**:** Updating the Town Code to clarify the process for filling vacancies for the Mayor and Council in accordance with A.R.S. § 9-235(A). The second change related to automatic recounts: Modifying the Town Code to conform its automatic recount provisions to the provisions of A.R.S. § 16-661(A). And lastly, the changes include a provision establishing a procedure to select a Vice Mayor when there is a vacancy in the seat. A copy of the presentation slides is on file with the Town Clerk's Office. For more detailed information, please see the presentation slides.

Following the presentation, **Council Member Cavanaugh** asked **Ms. Fairall** about the difference between a special election and a regular election. She explained that during the next election cycle, the Town will have a special election to fill the mayor's position for the remainder of his term. **Mayor Post** asked if there was a law requiring the Town to fill a vacant council seat. **Ms. Fairall** explained that the Town Code states that the Council shall appoint a new council member if there is a vacancy, and it is in the Town's best interest to do so. **Vice Mayor Ziegler** asked whether the Town Code specifies a specific timeframe for appointing a new council member in relation to an upcoming election. **Ms. Fairall** responded that such decisions are considered on a case-by-case basis. She explained that factors such as the proximity of the next election and the feasibility of appointing someone before that election are taken into account when determining whether to proceed with an appointment.

Council Member Kai moved to adopt Resolution No. 2025-024 and Ordinance No. 2025.006. Vice Mayor Ziegler seconded the motion. Motion passed, 7-0.

*[**Council Member Kai** left the meeting at 6:28 PM.]*

A2 Resolution No. 2025-025: Relating to the Marana Regional Airport; approving and authorizing the Mayor to sign the Second Amendment to Marana Regional Airport Lease Agreement with The J.D. Russell Company (David L. Udall)

Town Clerk / Assistant Attorney David L. Udall presented on this item. He explained that in 2020, the Town entered into a lease with The J.D. Russell Company. The lease is for 25 years with a ten-year extension. He said that J.D. Russell would like to expand from one to three hangers by building two additional box hangers on the leased premises. To amortize the hangers, J.D. Russel is requesting ten years to be added onto the current ten-year extension period. The resolution allows the Mayor to sign the second amendment to the lease agreement, which adds ten years to the ten-year extension period, but only if the box hangars are actually constructed as evidenced by certificates of occupancy.

Council Member Comerford and Vice Mayor Ziegler asked if there was a required time frame for development of the box hangars. **Mr. Udall** stated that J.D. Russell would have to build the hangers first and only then would they receive the ten-year extension. If J.D. Russell did not build the box hangars, the agreement would remain unchanged. **Council Member Cavenaugh** clarified that the reason for the lease extension is so that J.D. Russell can receive a return on its investment in the box hangars. **Mr. Udall,** along with **Director of Public Works Fausto Burruel** confirmed that was the case. **Mayor Post** expressed his approval of the lease amendment and stated that J.D. Russell have been good tenants. **Vice Mayor Ziegler** also asked about the provision in the original lease requiring that rent be increased after three years of occupancy and asked if J.D. Russell had been charged the new rent amount. **Mr. Udall** confirmed that the agreement required rental increases after three years, but he did not know if J.D. Russell had been invoiced for the new rental amount yet. **Mr. Udall** agreed to look into the current billing for J.D Russell.

Vice Mayor Ziegler moved to adopt Resolution No. 2025-025. Council Member Cavanaugh seconded the motion. Motion passed, 6-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

Mr. Rozema provided an update on the legislative activities of the state, he highlighted and provided updates on the following bills:

- HB 2371, sponsored by **Representative Biasiucci** from Lake Havasu: the bill strips jurisdictions of any rights when it comes to establishing what they want their community to look like; and SB 1229, sponsored by **Senator Bolick** from Phoenix:

the bill essentially mirrors HB 2371. The Town has registered in opposition to these bills and will continue to monitor both bills as they progress. It was noted that the Governor is engaged in discussions with the League of Arizona Cities and Towns and is trying to negotiate a compromise acceptable to all parties. **Mayor Post** inquired about the Governor's involvement. **Assistant to the Town Manager Andrea De LaCruz** explained that the Governor's engagement is largely driven by a political push to address affordability concerns. However, **Ms. De LaCruz** noted that much of what has been proposed does not effectively address affordability issues. The League has submitted its own bill for the Governor's consideration, while the Governor's team has also drafted a proposal that the League has not yet agreed upon. Negotiations remain ongoing in hopes of reaching a resolution. **Mayor Post** further inquired whether the Governor's involvement was providing cities and towns with a greater voice or complicating matters**. Mr. Rozema** responded that the Governor's outreach to the Town's legal team and Development Services Department for feedback suggests that municipalities are being given a meaningful role in the discussions, which bodes well for the Town.

- HB 2426, sponsored by **Representative Kolodin**: this bill would require municipal councils to fill council seats within 60 days. The Town has not registered an opinion on this bill.

- HB 2221, sponsored by **David Marshall**: is a bill that would prohibit cities and towns from reducing the annual operating budget of their municipal police departments below the previous year's budget under any circumstances. The Town has registered against this bill.

- SB 1308, sponsored by **Sen. Frank Carroll**: is a sober living homes bill that puts more responsibility on the Arizona Department of Health Services and require a visit to the facility and jurisdiction input regarding the impacts of the home. The Town has registered in favor of this bill.

- HB 2430, sponsored by **Representative Livingston** from Peoria: is a bill that would require a study to be done on the Marana prison facility to see if it can be turned into a transitional facility. The Town is supporting it, as it would be useful to know what options are available for the facility.

- SB 1294, sponsored by **Senator Cavanaugh** from Foutain Hills: is a bill that would mandate that the state lease the Marana prison facility to the United States government for $1.00 per year for the facility to house individuals who have immigration violations.

- SB 1611, sponsored by **Senator Shope**: is a water bill that is not currently moving.

- HB 2299, sponsored by **Representative Gail Griffin**: is a bill related to assured water supply allowing for irrigation districts to be able to sell water to municipalities. The Town is registered in favor of this bill.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

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

ADJOURNMENT

Mayor Post asked for a motion to adjourn the meeting.

Vice Mayor Ziegler moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 6-0. Meeting adjourned at 6:47 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on March 18, 2025. I further certify that a quorum was present.

_____

Debbie Thompson, Deputy Town Clerk

DRAFT

Council-Regular Meeting **A1**

Meeting Date: 04/01/2025

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: April 1, 2025

Strategic Plan Focus Area:
Vibrant Community, Proactive Public Services

Strategic Plan Focus Area Additional Info:
Vibrant Community: GOAL: PROVIDE A SAFE AND CONNECTED MULTI-MODAL TRANSPORTATION SYSTEM TO SUPPORT THE MOBILITY NEEDS OF PRESENT AND FUTURE RESIDENTS.

Proactive Public Services: GOAL: PRIORITIZE INFRASTRUCTURE AND MAINTENANCE THAT SUPPORT NEW GROWTH AND DEVELOPMENT IN A PROACTIVE AND SUSTAINABLE MANNER.

Subject: Resolution No. 2025-028: Relating to Development; approving and authorizing the Mayor to execute the First Amendment to the Crossroads at Gladden Development Agreement (Jane Fairall)

Discussion:

On August 17, 2021, the Town Council adopted Ordinance No. 2021.018, approving the Crossroads at Gladden Specific Plan, rezoning 281 acres of land located along the west side of Interstate 10 approximately 575 feet northwest of the Tangerine Road and Interstate 10 interchange. The Crossroads at Gladden Specific Plan envisioned a master-planned development that allows for a variety of residential, commercial, office and commerce park land uses. On December 7, 2021, the Council approved a final block plat for Crossroads at Gladden, Blocks 1-8 (the cover sheet of the plat is included in the Council packet for reference). Ordinance No. 2021.018 provided that the rezoned property would be developed in accordance with a development agreement adopted prior to approval of any further plat or development plan for any portion of the rezoning area. Town staff and the master developer, Tangerine 2021, LLC (the "Developer") negotiated a development agreement to facilitate the development of the

property. On April 19, 2022, the Town Council adopted Resolution No. 2022-039, approving The Crossroads at Gladden Development Agreement between the Town, the Developer, and Fidelity National Title Agency, Inc. (the "Owner") (the "Original Agreement"). A copy of the Original Agreement is included in the Council packet for reference.

Among other things, the Original Agreement provides that the Developer is to substantially complete construction of several transportation improvements (more particularly defined in Exhibit "C" to the Original Agreement), prior to issuance of certificates of occupancy in excess of 25,000 square feet of cumulative structure(s) on Blocks 1 through 5, inclusive, 7, and 8 of the property, including:

- Initial improvements to the Tangerine and I-10 traffic interchange (the "Initial TI Improvements"):
  - Construction of a westbound left-turn lane within the ADOT right of way of the westbound off ramp
  - Restriping the existing pavement for Tangerine Road to provide two westbound through lanes, one westbound left-turn lane that extends the full distance between signals, one eastbound left-turn lane that extends the full distance between signals, and one eastbound through lane, for a total of five lanes
  - Restriping and modifications to the median on the west leg of the intersection to provide additional storage for the eastbound left turn at the westbound I-10 Frontage Road
- Reconstruction of Crossroads Trail to a three-lane major collector road to the town's standard detail
- Replacement of the painted median northwest of the intersection of Tangerine Road and Crossroads Trail with a raised median built in accordance with the standard detail for an arterial road cross-section and reconstruction of the intersection
- Construction of a traffic signal at the intersection of Tangerine Road and Crossroads Trail
- In conjunction with the developer of Gladden Farms II, construction of traffic signals at the intersections of Clark Farms Boulevard and Mike Etter Boulevard and at Clark Farms Boulevard and Tangerine Road

As of this date, the Developer has substantially completed construction of all the above-described transportation improvements, except for the Initial TI Improvements. None of the improvements have been formally accepted into the Town's system for maintenance yet, but the parties expect the improvements to be accepted by the Town through the normal closeout process.

In addition to the developer-constructed transportation improvements described above, the Original Agreement required the Developer to contribute $2.6 million towards the design and construction of the Tangerine TI Improvements, as those improvements are described in Exhibit "D" to the Original Agreement. In compliance with the Original Agreement, the Developer paid $600,000 cash to the Town on May 12, 2022, and provided a $2 million performance bond to the Town on May 3, 2022, to be replaced with cash upon written notice from the Town.

Due to issues outside the parties' control, including construction coordination issues with the Town project known as Tangerine Road Phase 2A, Town of Marana Project No. ST098 (the "Road Project"), the Initial TI Improvements have not been completed. The Town and the Developer now believe that the most economical and least disruptive way to accomplish the construction of the Initial TI Improvements is for the Town to have the Initial TI Improvements constructed by the Town's contractor (Borderland Construction Company, Inc.) in connection with the construction of the Road Project.

The proposed First Amendment to The Crossroads at Gladden Development Agreement includes the following provisions:

- Provides that in lieu of the Developer's construction of the Initial TI Improvements, the Town will construct the improvements in conjunction with its construction of the Tangerine Road Phase 2A Road Project and the Tangerine TI Improvements.
- Replaces the detailed descriptions of the Initial TI Improvements and the Tangerine TI Improvements in the Original Agreement with an illustrative concept, with final design being determined by the Town through the engineering process.
- Provides that in lieu of the $2.6 million contribution to the Tangerine TI Improvements, the Developer shall contribute a total amount of $3.1 million to the now combined Tangerine TI Improvements/Initial TI Improvements. Within 30 days of the effective date of the proposed First Amendment, the Developer will pay the Town $2.5 million in cash, and upon receipt of the $2.5 million payment, the Town will return the previously-provided $2 million performance bond to the Developer.
- Acknowledges that the Developer has substantially completed construction of all the other transportation improvements defined in Exhibit C to the Original Agreement and that the Town will not withhold certificates of occupancy on Blocks 1 through 5, inclusive, 7 and 8.
- Acknowledges that the Town's 2022 Streets Facilities Infrastructure Improvements Plan ("IIP") adopted on September 20, 2022, includes the Tangerine TI Improvements and that upon the Town's receipt of the Developer's payment of $3.1 million, the Developer will receive impact fee credits for that amount.
- Clarifies that if a lot or block of the Crossroads and Gladden Specific Plan property is finally subdivided and sold to an end user for non-residential or multi-family use, it shall remain subject to the terms of the development agreement
- Makes other changes conforming to the revisions outlined above.

Financial Impact:

Pursuant to the First Amendment, the Developer will be required to contribute $3.1M towards the Tangerine TI Improvements. The Developer has already paid the Town $600,000, and will be required to pay the additional $2,500,000 within 30 days of the effective date of the First Amendment.

Staff Recommendation:

Staff recommends approval of the First Amendment to the Crossroads at Gladden Development Agreement.

Suggested Motion:

I move to adopt Resolution No. 2025-028, approving and authorizing the Mayor to execute the First Amendment to the Crossroads at Gladden Development Agreement.

Attachments

Resolution No. 2025-028

Exhibit A to Resolution: First Amendment

Crossroads at Gladden Final Plat cover sheet

Original Development Agreement

MARANA RESOLUTION NO. 2025-028

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE CROSSROADS AT GLADDEN DEVELOPMENT AGREEMENT

WHEREAS, on August 17, 2021, the Town Council adopted Ordinance No. 2021.018, approving the Crossroads at Gladden Specific Plan, rezoning 281 acres of land located along the west side of Interstate 10 approximately 575 feet northwest of the Tangerine Road and Interstate 10 interchange; and

WHEREAS Ordinance No. 2021.018 provides that the rezoned property will be developed in accordance with a development agreement which must be adopted prior to approval of any plat or development plan for any portion of the rezoning area; and

WHEREAS the Town and the developer of Crossroads at Gladden entered into The Crossroads at Gladden Development Agreement recorded in the Pima County Recorder's office on April 22, 2022 at Sequence No. 20221120085 (the "Original Agreement"); and

WHEREAS the parties desire to amend the Original Agreement; and

WHEREAS the Town is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a land owner or other person or entity having an interest in real property located within the Town to facilitate development of the property by providing for, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure; and

WHEREAS the Town Council finds that the First Amendment to the Crossroads at Gladden Development Agreement is in the best interest of the Town and its citizens and should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the First Amendment to the Crossroads at Gladden Development Agreement, as set forth on Exhibit A attached to and incorporated within this resolution by this reference, is hereby approved, the Mayor is authorized to execute it for and on behalf of the Town of Marana, and Town staff is authorized to carry out its terms.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of April, 2025.

_____
Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

FIRST AMENDMENT TO THE CROSSROADS AT GLADDEN DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS FIRST AMENDMENT TO THE CROSSROADS AT GLADDEN DEVELOPMENT AGREEMENT (this "First Amendment") is made by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, TANGERINE 2021, LLC, a Delaware limited liability company (the "Developer"), and FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, solely in its capacity as trustee under Trust No 60,528 and not in its corporate capacity (the "Owner"). The Town and the Developer are collectively referred to in this First Amendment as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The development project commonly known as Crossroads at Gladden and referred to in this First Amendment as the "Project" consists of the land area included within the Specific Plan.

B. The Developer is the master developer of the Project.

C. Title to portions of the Project is held by the Owner, whose sole beneficiary is the Developer.

D. The Parties entered into The Crossroads at Gladden Development Agreement recorded in the Pima County Recorder's office on April 22, 2022 at Sequence 20221120085 (the "Original Agreement") affecting the development of the Project.

E. Paragraph 2.3 of the Original Agreement provides that the Developer is to substantially complete construction of the Developer-Constructed Transportation Improvements, described in Exhibit C, Section I (Initial TI Improvements) and Sections II.1 (Crossroads Trail), II.3 (Tangerine Road and Crossroads Trail), and II.4 (Traffic Signals) of the Original Agreement, prior to issuance of certificates of occupancy in excess of 25,000 square feet of cumulative structure(s) on Blocks 1 through 5, inclusive, 7, and 8 of the Property.

F. Paragraph 2.3 of the Original Agreement also provides that the Town will require substantial completion of construction of all of the Developer-Constructed

Transportation Improvements described in Exhibit C of the Original Agreement prior to issuance of any certificate of occupancy on Block 6.

G. Paragraph 10.11 of the Original Agreement provides that the Original Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot or block which has been finally subdivided and conveyed to an end purchaser or user and thereupon such end purchaser or user and lot or block shall be released from and no longer be subject to or burdened by the provisions of the Original Agreement.

H. As of the Effective Date (as defined below), the Developer has conveyed Blocks 1, 2, 3, and 6 of the Project; thus, by operation of paragraph 10.11 of the Original Agreement, Blocks 1, 2, 3, and 6 have been released from the provisions of the Original Agreement, but the Developer remains obligated to construct the Developer-Constructed Transportation Improvements described in Exhibit C of the Original Agreement.

I. As of the Effective Date, the Developer has substantially completed construction of the following improvements described in Exhibit C of the Original Agreement: the Crossroads Trail improvements identified in Exhibit C, Section II.1, the Tangerine Road and Crossroads Trail improvements identified in Exhibit C, Section II.3, and the traffic signal at Tangerine Road and Crossroads Trail, as identified in Exhibit C, Section II.4 (first bullet point). Additionally, the developer of the Gladden Farms II project has substantially completed the design and construction of the traffic signals at Clark Farms Boulevard and Mike Etter Boulevard, and at Clark Farms Boulevard and Tangerine, as identified in Exhibit C, Section II.4 (second bullet point). As of the Effective Date, none of these improvements have been formally accepted into the Town's system for maintenance yet, but the Parties expect the improvements to be accepted by the Town through the normal closeout process.

J. Due to issues outside the Parties control, including supply chain, permitting, and construction coordination issues, the Initial TI Improvements have not been completed.

K. Block 2 is currently being developed pursuant to the Development Plan for Southern Arizona Logistics Center (DPP2202-002) approved September 29, 2022; Blocks 1, 3, and 6 remain undeveloped as of the Effective Date.

L. Southern Arizona Logistics Center expects to require a certificate of occupancy for more than 25,000 square feet of cumulative structures prior to the completion of the delayed Initial TI Improvements.

M. The Town project known as Tangerine Road Phase 2A, Town of Marana Project No. ST098 (the "Road Project") is currently underway. The Town has entered into a design contract with Psomas, Inc. ("Psomas") for the design of the Road Project. Additionally, the Town has selected Borderland Construction Company, Inc. ("Borderland") as the Construction Manager at Risk ("CMAR") for the Road Project

N. As the Original Agreement requires the Developer to fund the design and construction of the Initial TI Improvements, Psomas has completed design of the Initial

TI Improvements for the Developer and has been fully paid for the design by the Developer.

O. The Parties believe that the most economical and least disruptive way to accomplish the prompt construction of the Initial TI Improvements is for the Town to have the Initial TI Improvements constructed by Borderland in connection with the construction of the Road Project.

P. Paragraph 2.4 of the Original Agreement provides that the Developer shall contribute $2,600,000 to the design and construction of the Tangerine TI Improvements as described in Exhibit D to the Original Agreement, and required that that the Developer pay $600,000 and deliver a performance bond or bonds in the amount of $2,000,000 to the Town within 60 days of the Effective Date of the Original Agreement.

Q. The Developer paid $600,000 to the Town on May 12, 2022, and provided the performance bond to the Town on May 3, 2022, as required by Paragraph 2.4 of the Original Agreement.

R. The Parties understand and acknowledge that this First Amendment is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, Arizona Revised Statutes section (A.R.S. §) 9-500.05.

S. This First Amendment is consistent with the portions of the Town's General Plan applicable to the Project.

T. The Parties desire to amend the Original Agreement to memorialize their agreement concerning the issues addressed in this First Amendment.

AGREEMENT

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

1. *Definitions; Recitals*. Capitalized words and phrases in this First Amendment shall have the meanings set forth in the Original Agreement as modified by this First Amendment. The Recitals set forth at the beginning of this First Amendment are hereby acknowledged and confirmed to be accurate and are incorporated herein by this reference.

2. *Town construction of Initial TI Improvements*. In lieu of the Developer's construction of the Initial TI Improvements as required by paragraph 2.2 of the Original Agreement, the Town will construct the Initial TI Improvements in conjunction with its construction of the Tangerine Road Phase 2A Road Project. The Initial TI Improvements will be integrated into and become a part of the Tangerine TI Improvements. Paragraphs 2.2 and 2.3 of the Original Agreement are hereby amended to conform to the provisions of this paragraph 2.

3. *Developer's Substantial Completion of the Developer-Constructed Transportation Improvements*. As described in Recital I, above, the Developer has substantially completed construction of the following improvements described in Exhibit C of the Original

Agreement: the Crossroads Trail improvements, the Tangerine Road and Crossroads Trail improvements, and the traffic signal at Tangerine Road and Crossroads Trail. Additionally, the developer of the Gladden Farms II project has substantially completed the design and construction of the traffic signals at Clark Farms Boulevard and Mike Etter Boulevard, and at Clark Farms Boulevard and Tangerine, as identified in Exhibit C. Based on the substantial completion of these improvements, the Town will not withhold certificates of occupancy on Blocks 1 through 5, inclusive, 7 and 8. Paragraph 2.3 of the Original Agreement is hereby amended to conform to the provisions of this paragraph 3.

4. *Revision to "Tangerine TI Improvements" definition*. The Tangerine TI Improvements shall consist of the design and construction of the roadway improvements to the existing Interstate 10 traffic interchange at Tangerine Road, as has been and will be determined by engineering analysis(es) commissioned by the Town for the project. Exhibit D1 is provided as an illustrative concept for the Tangerine TI Improvements but final design will be determined through the engineering process.

5. *Developer contribution to Tangerine TI Improvements*. In lieu of the contribution requirements of paragraph 2.4 of the Original Agreement as described in recital P above, the Developer shall contribute a total amount of $3,100,000 to the Tangerine TI Improvements, as defined in paragraph 3 above, which shall now be considered the "In Lieu Contribution." The Parties acknowledge that the Developer has already paid $600,000 in cash to the Town as of May 12, 2022, and provided a performance bond in the amount of $2,000,000 to the Town on May 3, 2022. Within 30 days of the Effective Date of this First Amendment, the Developer shall pay the Town $2,500,000 in cash. Upon receipt of the $2,500,000 payment required by this paragraph, the Town will return the performance bond to the Developer. Paragraph 2.4 of the Original Agreement is hereby amended to conform to the provisions of this paragraph 5.

6. *Conformance of the Original Agreement*. The terms of the Original Agreement are further modified to conform to this First Amendment, including without limitation, the following:

a. Exhibit C (Developer-Constructed Transportation Improvements) to the Original Agreement is hereby amended by deleting Section I (Initial TI Improvements) in its entirety.

b. Exhibit D (Tangerine TI Improvements) to the Original Agreement is hereby deleted in its entirety.

c. Paragraph 6.8.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

> 6.8.2. <u>Tangerine TI Improvements</u>. The Town Council adopted the Town's 2022 Streets Facilities Infrastructure Improvements Plan on September 20, 2022, via adoption of Resolution No. 2022-100 (the "2022 Streets IIP"). The 2022 Streets IIP includes the Tangerine TI Improvements. The Property is subject to the revised Northwest Streets Development Impact Fees, and upon

the Town's receipt of payment of the In Lieu Contribution, the Developer shall receive Impact Fee Credits for the total In Lieu Contribution of $3,100,000.

7. *Termination upon sale to end purchaser or user.* Paragraph 10.11 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

> 10.11. Termination upon sale to end purchaser or user. Blocks 1, 2, 3, and 6 have been released from the provisions of this Agreement. In regard to Blocks 4, 5, 7, and 8, this Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot which has been (i) finally subdivided and (ii) individually (and not in "bulk") leased (for a period of longer than one year) or sold to the end purchaser or user for residential use, and thereupon such lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement. The Town and the Developer will execute such documents and instruments as the end purchaser or user or a title company requires in order to effectuate the intent of this paragraph. For the avoidance of confusion, the Parties expressly agree and acknowledge that this Agreement shall not terminate as to any lot or block which has been (i) finally subdivided and (ii) individually (and not in "bulk") leased (for a period of longer than one year) or sold to the end purchaser or user for non-residential use. For purposes of this paragraph, multi-family use is considered non-residential use.

8. *Term*. This First Amendment shall become effective (the "Effective Date") upon the date of recording in the office of the Pima County Recorder. The term of this First Amendment shall begin on the Effective Date and shall terminate concurrently with the termination of the Original Agreement.

9. *Effect on the Original Agreement and other agreements*. Except as expressly modified in this First Amendment, the terms, provisions and obligations of the Original Agreement shall remain in full force and effect. Nothing in this First Amendment is intended to modify other agreements not mentioned in this First Amendment that affect the development of the Project, and the failure of this First Amendment to mention such other agreements shall not affect their validity.

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

11. *Good standing; authority*. The Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of Delaware and is authorized to do business in the state of Arizona. The Town represents and warrants to the Developer that it is an Arizona municipal corporation with authority to enter into this First Amendment under applicable state laws. Each Party represents and warrants that the individual

executing this First Amendment on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

12. *Severability*. If any provision of this First Amendment is declared void or unenforceable, it shall be severed from the remainder of this First Amendment, which shall otherwise remain in full force and effect. If a law or court order prohibits or excuses the Town from undertaking any contractual commitment to perform any act under this First Amendment, this First Amendment shall remain in full force and effect, but the provision requiring the act shall be deemed to permit the Town to act at its discretion, and if the Town fails to act, the Developer shall be entitled to terminate this First Amendment.

13. *Governing law*. This First Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of paragraph 7.5 of the Original Agreement, requiring disputes to be resolved by binding arbitration.

14. *Interpretation*. This First Amendment has been negotiated by the Town and the Developer, and no party shall be deemed to have drafted this First Amendment for purposes of construing any portion of this First Amendment for or against any party.

15. *Recordation*. The Town shall record this First Amendment in its entirety in the office of the Pima County Recorder no later than ten days after it has been executed by the Town and the Developer.

16. *No representations of development*. Except as specifically set forth in this First Amendment, nothing contained in this First Amendment shall be deemed to obligate the Town or the Developer to complete any part or all of the development of the Project.

17. *Approval*. If any Party is required pursuant to this First Amendment to give its prior written approval, consent or permission, such approval, consent or permission shall not be unreasonably withheld or delayed.

18. *Force majeure*. If any Party shall be unable to observe or perform any covenant or condition of this First Amendment by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute a default under this First Amendment so long as such Party shall use its best effort to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure," as used in this paragraph, means any condition or event not reasonably within the control of such party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; pandemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people;

explosions; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing Party or Parties, in either case when such course is in the judgment of and unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

19. *Conflict of interest*. This First Amendment is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this First Amendment 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":
TANGERINE 2021, LLC, a Delaware limited liability company

By: _____
Dean Wingert
Authorized Signatory

Date: _____

The "Owner":
FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, solely in its capacity as trustee under Trust No 60,528 and not in its corporate capacity

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____, 2025, by Dean Wingert, Authorized Signatory of TANGERINE 2021, LLC, a Delaware limited liability company, on behalf thereof.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____, 2025, by _____, the _____ of FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, solely in its capacity as trustee under Trust No 60,528 and not in its corporate capacity, on behalf thereof.

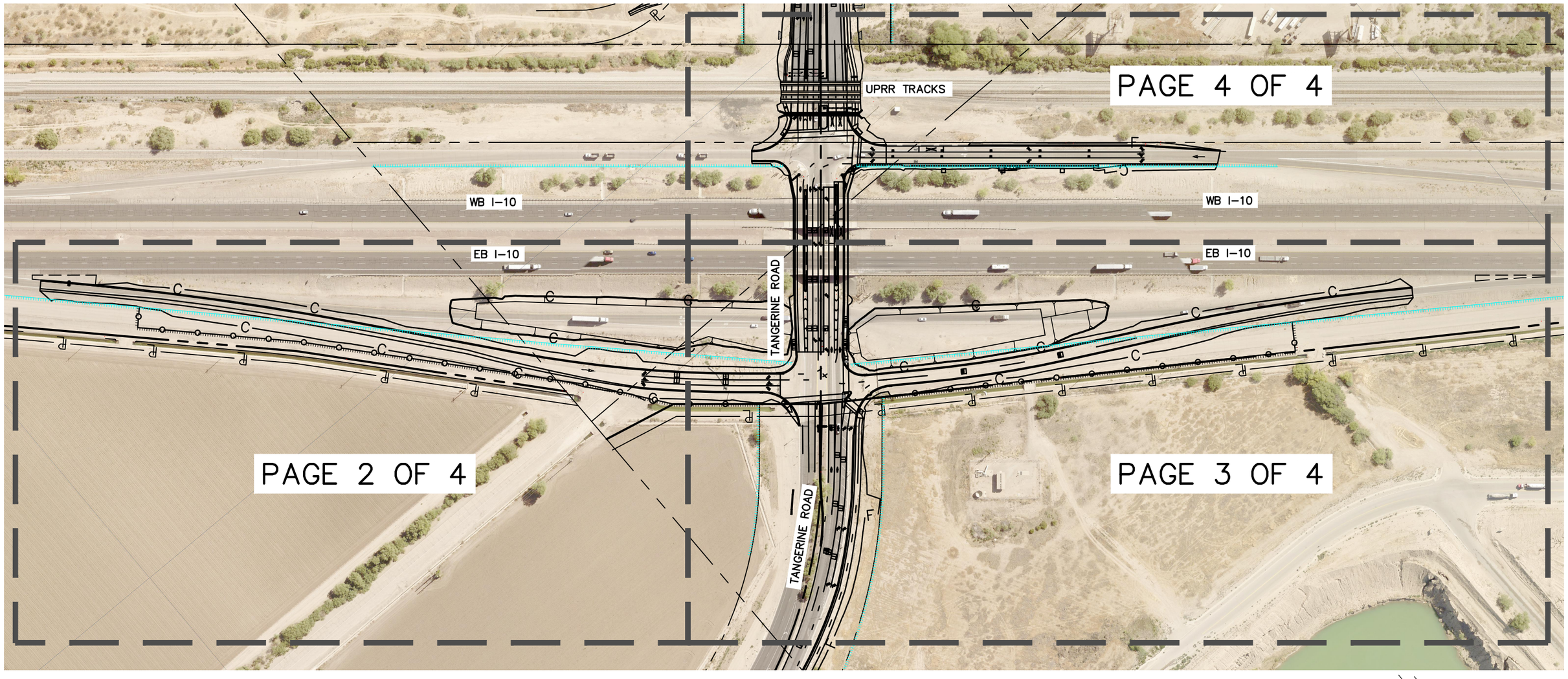
(Seal)

_____
Notary Public

Exhibit D1
Illustrative Concept for the Tangerine TI Improvements (4 pages)

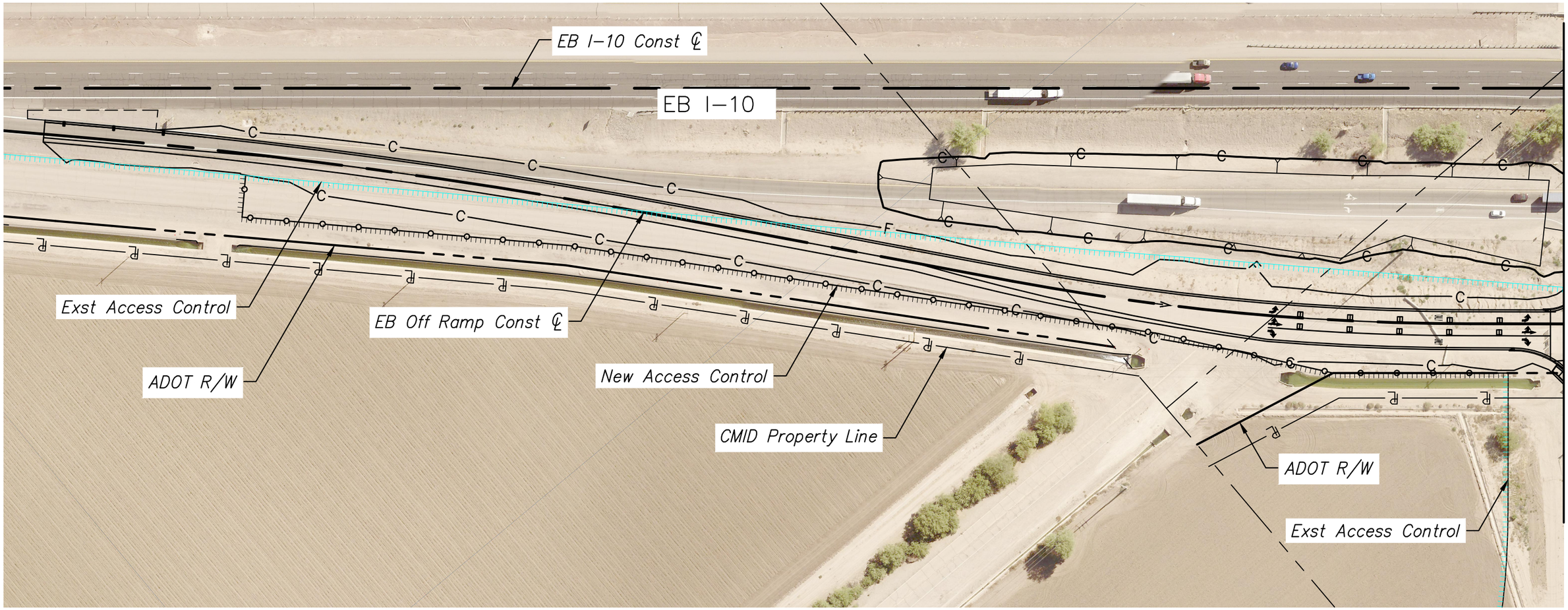
TANGERINE TRAFFIC INTERCHANGE IMPROVEMENTS

Page 1 of 4



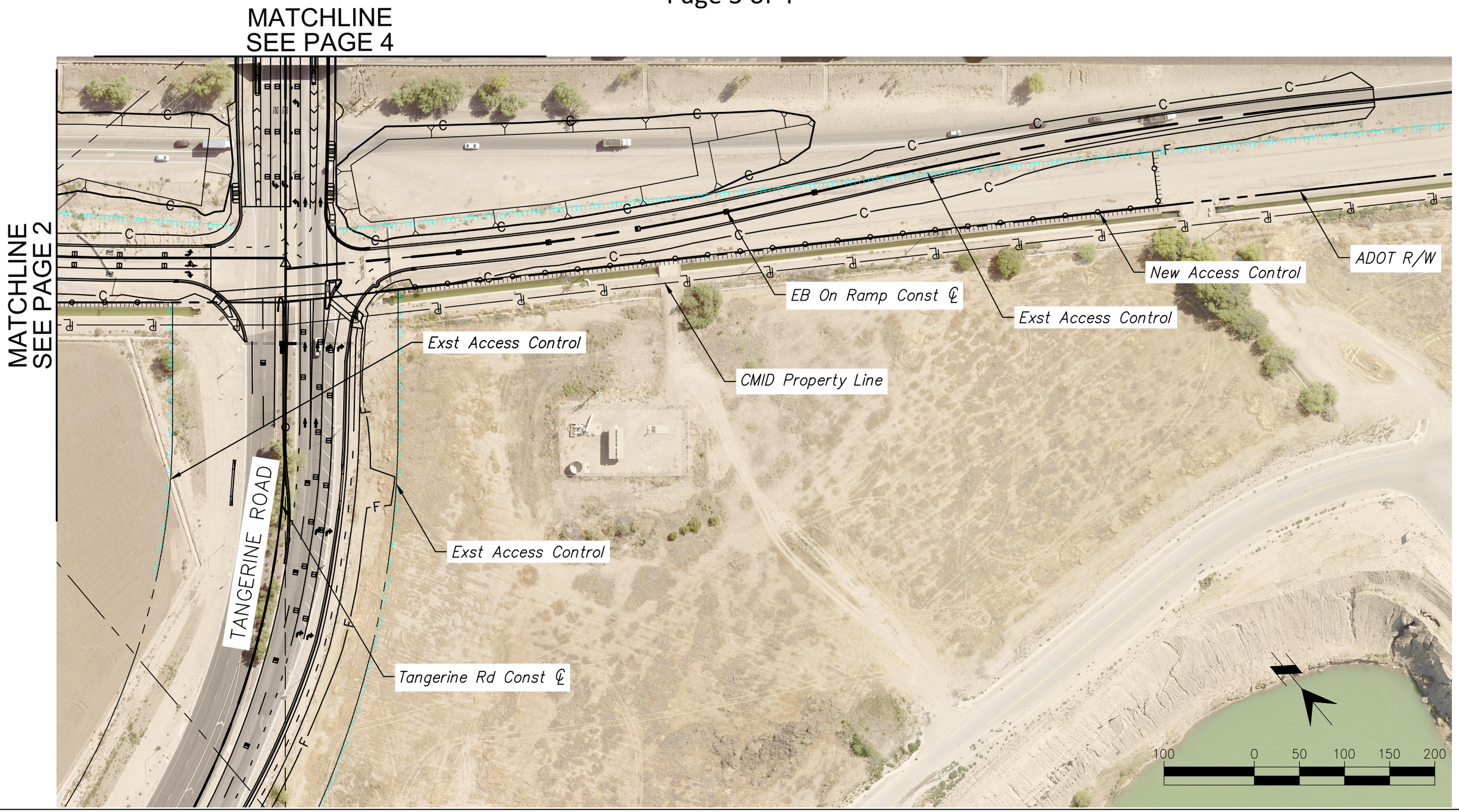
TANGERINE TRAFFIC INTERCHANGE IMPROVEMENTS

Page 2 of 4



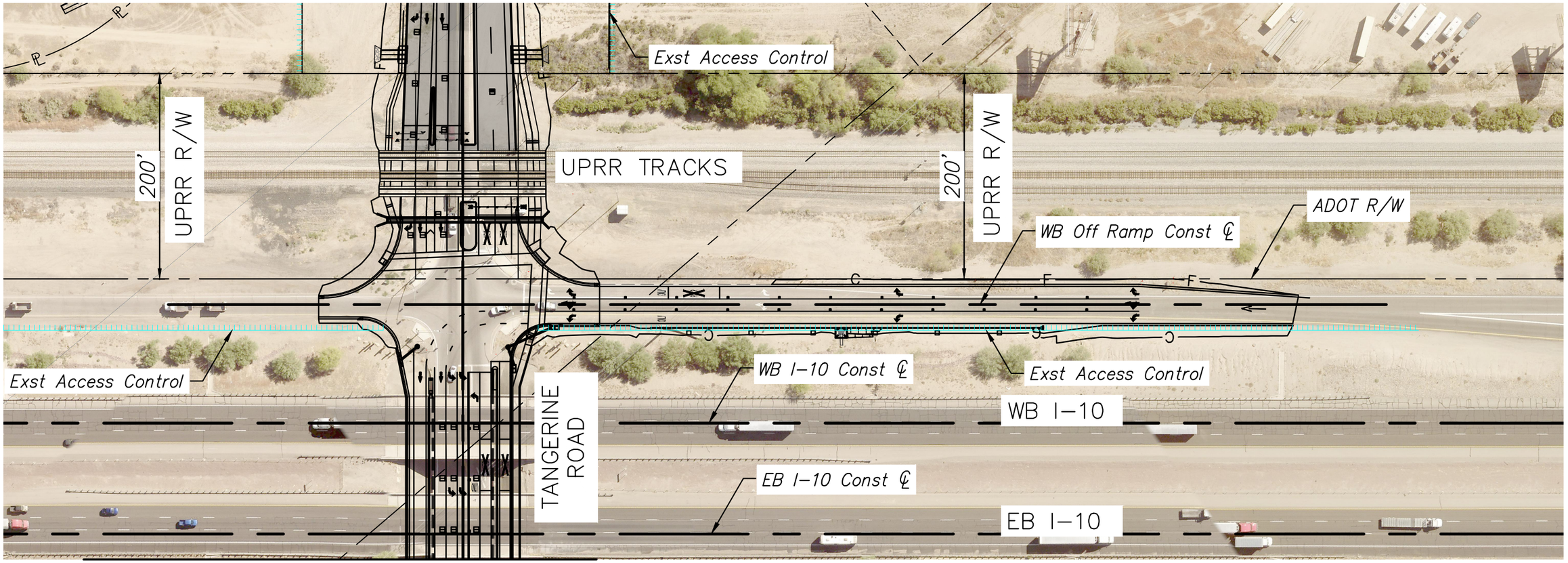
TANGERINE TRAFFIC INTERCHANGE IMPROVEMENTS

Page 3 of 4



TANGERINE TRAFFIC INTERCHANGE IMPROVEMENTS

Page 4 of 4



SEQUENCE #20213440123-1

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 280.59 AC (12,222,606 SF).
2. THE NUMBER OF BLOCKS IS 8.
3. TOTAL MILES OF NEW PUBLIC STREET IS 0.75.
   TOTAL AREA OF NEW PUBLIC STREET IS 8.24 AC/359,173 SF.
   TOTAL MILES OF NEW PRIVATE STREETS IS 0.0.
4. THE EXISTING ZONING IS **SP** (SPECIFIC PLAN – THE CROSSROADS AT GLADDEN) PER ORDINANCE NO. 2021.018. THE LAND USE DESIGNATIONS WITHIN THE SPECIFIC PLAN AREA ARE TRANSITIONAL (TR), COMMERCIAL (C) AND COMMERCE PARK (CP).
   TR: TRANSITIONAL (BLOCKS 1 – 3 AND 6) 232.2 AC/10,114,704 SF
   C: COMMERCIAL (BLOCKS 4 & 5) 12 AC/522,720 SF
   CP: COMMERCE PARK (BLOCKS 7 & 8) 28.14 AC/1,226,009 SF
5. THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 73 PAGE 92. AS MONUMENTED BY A 3" TOWN OF MARANA BRASS CAP AT THE SOUTHWEST CORNER OF SAID SECTION AND A 3.5" BRASS CAP (FORMERLY A 1/2" REBAR) AT THE SOUTH QUARTER OF SAID SECTION. SAID BEARING BEING S89°27'28"W.
6. 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.
7. 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.
8. THE DEVELOPER HOLDS THE TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNEES AND CORTARO-MARANA IRRIGATION DISTRICT HARMLESS IN THE EVENT OF FLOODING.
9. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
10. THIS PROJECT LIES WITHIN THE PLANNED WATER SERVICE AREA OF THE TOWN OF MARANA WATER AND RECLAMATION DEPARTMENT WHICH IS DESIGNATED BY THE DEPARTMENT OF WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY.
11. THE RELOCATION OF ANY UTILITIES SHALL BE AT NO EXPENSE TO THE PUBLIC, TOWN OF MARANA OR THE CORTARO-MARANA IRRIGATION DISTRICT.
12. NO FURTHER LOT SPLITTING OR SUBDIVIDING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
13. FIRE HYDRANT AND MINIMUM FIRE FLOW WILL BE PROVIDED FOR ALL PROJECTS AFTER DETERMINATION OF NEED IN ACCORDANCE WITH BUILDING PROJECT SPECIFICATIONS.
14. AFFECTED PARCELS: ASSESSORS PARCEL NO. 217-55-012A; 217-55-012D; 217-55-013F; 217-55-013G.
15. 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.
16. POTENTIAL BUYERS WILL BE NOTIFIED OF THE PROXIMITY OF THE NORTHWEST MARANA REGIONAL AIRPORT VIA FINAL PLAT NOTES FOR ALL DEVELOPMENT PARCELS. ADDITIONAL RESTRICTIONS RELATED TO THE AIRPORT MAY BE PROMULGATED BY THE TOWN.
17. AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA FOR THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO AIRCRAFT NOISE AND AIRCRAFT OVERFLIGHT. AVIGATION EASEMENT RECORDED IN SEQ #20213440125.
18. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, SIGNAGE, MONUMENTS, AND WALLS WITHIN 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. THE HOMEOWNER'S ASSOCIATION SHALL REVIEW AND APPROVE ALL INSTALLATIONS WITHIN THE RIGHTS-OF-WAY PRIOR TO AND UPON COMPLETION, AS THESE ITEMS WILL BE REGULATED UNDER THE LICENSE AGREEMENT EXECUTED BETWEEN THE HOMEOWNER'S ASSOCIATION AND THE TOWN OF MARANA.
19. 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.
20. A PROFESSIONAL ENGINEER SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
21. 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.
22. THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF MARANA ORDINANCE 2021.018 AS ADOPTED BY THE MARANA TOWN COUNCIL ON AUGUST 17,2021, AND THE CROSSROADS AT GLADDEN SPECIFIC PLAN.
23. 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 OR RIGHT OF WAYS. A CORTARO-MARANA IRRIGATION DISTRICT PERMIT DOES NOT REPLACE OR ELIMINATE A REQUIRED PERMIT FROM OTHER ENTITIES.
24. SOME OR ALL 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.
25. ANY WELLS CONSTRUCTED AS PART OF THIS PROJECT, WITH THE EXCEPTION OF ANY WELL FOR THE TOWN OF MARANA OR CORTARO-MARANA IRRIGATION DISTRICT, ARE RESTRICTED TO A MAXIMUM FLOW RATE OF 50 GALLONS PER MINUTE.
26. IF REQUIRED, RELOCATION AND PROTECTION OF CORTARO-MARANA IRRIGATION DISTRICT PROPERTIES SHALL BE COMPLETED AT NO EXPENSE TO THE DISTRICT. ADDITIONAL LANDS MUST BE DEDICATED BY FINAL PLAT OR SEPARATE INSTRUMENT WHERE NECESSARY TO ALLOW FOR A MINIMUM OF A 25' EASEMENT OVER ALL CMID INFRASTUCTURES.

(a) County of Recordation PIMA
(b) Date of Recording 12/10/2021
(c) Fee/Recording Number 20213440123

DEDICATION

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

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

I, THE UNDERSIGNED, MY 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.

FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,528, AS TRUSTEE ONLY AND NOT IN ITS CORPORATE CAPACITY.

BY: Rachel Turnipseed
TRUST OFFICIAL DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS.
COUNTY OF PIMA }

ON THIS 18 DAY OF NOVEMBER, 2021, BEFORE ME PERSONALLY APPEARED RACHEL TURNIPSEED WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF FIDELITY NATIONAL TITLE AGENCY, INC. TRUST NO. 60,528, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

July 4, 2024
MY COMMISSION EXPIRES

KASSANDRA KOLB
NOTARY PUBLIC
NOTARY PUBLIC - ARIZONA
Pima County
Commission # 584992
My Commission Expires
July 4, 2024

NOTARY PUBLIC

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARIES OF TRUST NO. 60,528, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

TANGERINE 2021, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
C/O DEAN WINGERT, VICE PRESIDENT
333 EAST WETMORE ROAD, SUITE 250
TUCSON, AZ 85705

GENERAL NOTES CONTINUED

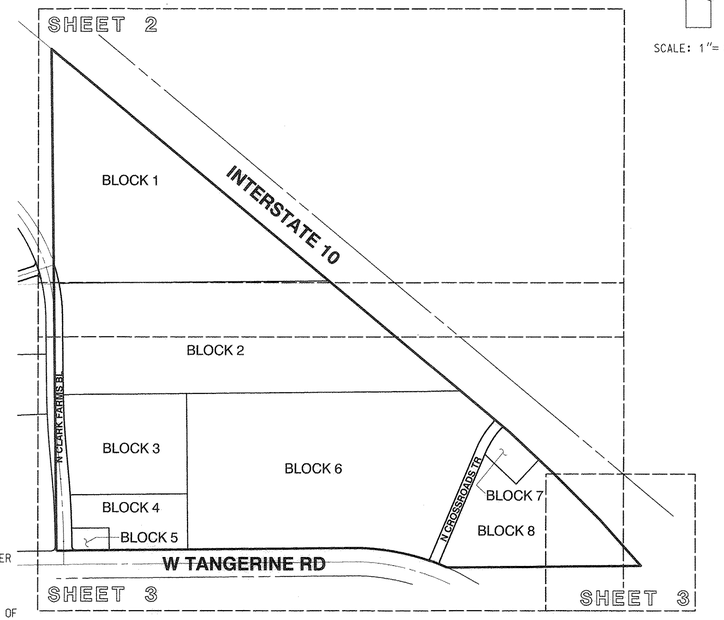
27. PER A FORTHCOMING AGREEMENT WITH THE CORTARO-MARANA IRRIGATION DISTRICT, A WATER DELIVERY SYSTEM WILL BE INSTALLED TO CONVEY NON-POTABLE WATER TO COMMON AREAS, RECREATION AREAS, AND PUBLIC FACILITIES THROUGHOUT THE PROJECT.
28. THE DEVELOPERS OF BLOCKS 1, 2, 6, 7, AND 8 MUST PLACE UNDERGROUND THAT PORTION OF THE CORTARO-MARANA IRRIGATION DISTRICT MAIN CANAL THAT LIES ADJACENT TO THE NORTHEAST BOUNDARY OF THEIR RESPECTIVE BLOCK. A REQUIREMENT OF THE CORTARO-MARANA IRRIGATION DISTRICT IS THE USE OF RCP (REINFORCED CONCRETE PIPE) WHEN UNDERGROUNDING THEIR DELIVERY SYSTEM.
29. CONSTRUCTION OF THE DEVELOPMENT MUST BE SCHEDULED TO AVOID INTERRUPTION OF ANY IRRIGATION WATER DELIVERY. AN INTERRUPTION MAY BE SCHEDULED THROUGH THE CORTARO-MARANA IRRIGATION DISTRICT OFFICE WITH MANAGEMENT APPROVAL. NON IRRIGATION PERIODS WITHIN THE DISTRICT ARE NORMALLY FROM THE THIRD WEEK IN SEPTEMBER THROUGH THE THIRD WEEK IN DECEMBER.
30. A PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY THE UNDERGROUND CORTARO-MARANA IRRIGATION DISTRICT PIPELINE AS TO DESIGN, MATERIAL, SIZE, USE AND REQUIRED GRAVITY FLOW.
31. CORTARO-MARANA IRRIGATION DISTRICT PROPERTY AND/OR EASEMENTS SHALL NOT BE USED FOR ANY DRAINAGE PURPOSE. ANY PROPOSED GRADING MODIFICATIONS TO THESE AREAS ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE CORTARO-MARANA IRRIGATION DISTRICT.
32. MAXIMUM BUILDING HEIGHT:
    TR: (TRANSITIONAL) 30 FEET RESIDENTIAL – SINGLE FAMILY – DETACHED
    35 FEET SINGLE FAMILY – ATTACHED/SMALL LOT OPTION
    50 FEET MULTI-FAMILY
    65 FEET NON-RESIDENTIAL*
    C: (COMMERCIAL) 60 FEET
    CP: (COMMERCE PARK) 65 FEET*
    * MAY INCREASE TO 80 FEET UPON ISSUANCE OF A CONDITIONAL USE PERMIT PURSUANT TO MARANA TOWN CODE SECTION 17.3.2.

RELEASE OF PRIOR PUBLIC ROADWAY EASEMENT

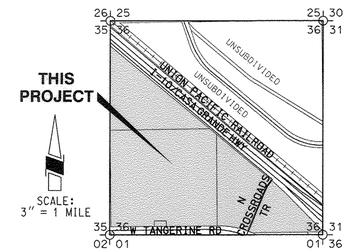
DUE TO THE DEDICATION OF PUBLIC RIGHTS-OF-WAY AS SET FORTH ON THIS PLAT, THE TOWN OF MARANA BY THIS PLAT HEREBY ABANDONS AND RELEASES ANY INTEREST IT MAINTAINS IN THE PUBLIC ROADWAY EASEMENT RECORDED AT DOCKET 12897, PAGE 5250.

ADMINISTRATIVE ADDRESS

9900 WEST TANGERINE ROAD, MARANA, ARIZONA 85653



SCALE: 1"= 640'



LOCATION MAP
PORTION OF SECTION 36 T 11 S, R 11 E
G & SRM TOWN OF MARANA
PIMA COUNTY, ARIZONA

SHEET INDEX

1 COVER SHEET
2-3 PLAT SHEETS

LEGEND

SYMBOL	ITEM
⧋	BOUNDARY MONUMENT NOT SET DUE TO ONGOING CONSTRUCTION
○	FOUND SURVEY MONUMENT, AS NOTED
●	LOT CORNER TO BE SET BY RLS
⊡	2" BRASS CAP SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION CONSTRUCTION
14 ○ 13	QUARTER SECTION CORNER
23	BLOCK NUMBER
— — —	EXIST R/W
———	SECTION LINE
———	SUBDIVISION BOUNDARY
———	BLOCK LINE
———	CENTERLINE
———	EASEMENT BOUNDARY

ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST NO. 60,528 FROM FIDELITY NATIONAL TITLE AGENCY, INC. AS RECORDED IN SEQ #20213440124 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 AND FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: Ed Honea 12-8-2021
TOWN OF MARANA DATE

RECORDING

SEQ: #2021 3440123
FEE: $84.00

STATE OF ARIZONA } SS.
COUNTY OF PIMA }

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.
DATE December 10, 2021
TIME 10:28, am
WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN
GABRIELLA CAZARES-KELLY, COUNTY RECORDER

BY: J Lewis DEPUTY

12-10-21
Maps not picked up in 45 days will be recycled.

COUNTY RECORDER PIMA COUNTY ARIZONA

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.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17479
DOUGLAS E. SCHNEIDER
11/19/21
Date Signed
ARIZONA U.S.A.

TOWN OF MARANA APPROVALS

MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER — P.E. 1 Dec 21 DATE

MARANA DEVELOPMENT SERVICES DIRECTOR — 11/22/21 DATE

MARANA WATER DIRECTOR — 12/6/2021 DATE

CERTIFICATION

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

TOWN CLERK — 12-8-2021 DATE

ASSURED WATER SUPPLY

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

MARANA WATER DIRECTOR — 12/6/2021 DATE

FINAL BLOCK PLAT FOR
CROSSROADS AT GLADDEN
BLOCKS 1 - 8

BEING A PORTION OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASE: PCZ2104-001, PCZ2104-002, ENG2109-006

PRV2109-001
SHEET 1 OF 3

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-5094
rickengineering.com
San Diego · Riverside · Orange · Sacramento · San Luis Obispo · Phoenix · Denver

© 2021 Rick Engineering Company

\\cp.rickeng.com\projects\T05000\CROSSROADS\5094_Crossroads_Main\Civil\TUC CorpStds 2005.dscript

\\cp.rickeng.com\projects\T05000\CROSSROADS\5094_Crossroads_Main\Civil\5094fp01.dgn 17-NOV-2021 18:15

SEQUENCE #20213440123-1

GABRIELLA CÁZARES-KELLY, RECORDER
Recorded By: KKE
DEPUTY RECORDER
5026

SMARA
TOWN OF MARANA
PICKUP

PIMA COUNTY
RECORDER'S OFFICE

SEQUENCE: 20221120085
NO. PAGES: 25
04/22/2022
9:57:41

MARANA RESOLUTION NO. 2022-039

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE CROSSROADS AT GLADDEN DEVELOPMENT AGREEMENT

WHEREAS, on August 17, 2021, the Town Council adopted Ordinance No. 2021.018, approving the Crossroads at Gladden Specific Plan, rezoning 281 acres of land located along the west side of Interstate 10 approximately 575 feet northwest of the Tangerine Road and Interstate 10 interchange; and

WHEREAS Ordinance No. 2021.018 provides that the rezoned property will be developed in accordance with a development agreement which must be adopted prior to approval of any plat or development plan for any portion of the rezoning area; and

WHEREAS the Town is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a land owner or other person or entity having an interest in real property located within the Town to facilitate development of the property by providing for, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure; and

WHEREAS the Town Council finds that the Crossroads at Gladden Development Agreement is in the best interest of the Town and its citizens and should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the Crossroads at Gladden Development Agreement, as set forth on Exhibit A attached to and incorporated within this resolution by this reference, is hereby approved, the Mayor is authorized to execute it for and on behalf of the Town of Marana, and Town staff is authorized to carry out its terms.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of April, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

WHEN RECORDED, RETURN TO:

_____

_____

_____

_____

THE CROSSROADS AT GLADDEN DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), TANGERINE 2021, LLC, a Delaware limited liability company (the "Owner" or "Developer"), and FIDELITY NATIONAL TITLE AGENCY INC., an Arizona corporation, solely in its capacity as trustee under Trust No. 60,528 and not in its corporate capacity (the "Title Company"). The Town, Developer, and Title Company are collectively referred to in this Agreement as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The Owner acquired approximately 281 acres of land located in the Town limits, as depicted on the map attached as Exhibit "A" and legally described on Exhibit "B" (the "Property"). Due to the recordation of the Final Block Plat (defined below) and the dedication of public rights-of-way, the Owner currently owns 272.3 acres.

B. The Title Company holds legal title to the Property, as trustee, in trust for the benefit of the Owner.

C. The Developer proposes to develop the Property as the Crossroads at Gladden (the "Project") in general accordance with the Development Regulations (as defined below).

D. The Developer and the Town desire that the Project be developed in a manner consistent with the Development Regulations that apply to the Property as of the Effective Date, as amplified and supplemented by this Agreement.

E. The Town and the Developer acknowledge that the development of the Property pursuant to this Agreement will result in planning and economic benefits to the Town and its residents.

F. The Developer has made and by this Agreement will continue to make a substantial commitment of resources for public and private improvements on the Property.

G. The following are among the development regulations that apply to the Property as of the Effective Date (collectively, the "Development Regulations"):

i) The Town's written rules, regulations, procedures, and other policies relating to the development of land, whether adopted by the Mayor and Council or by Town Staff (collectively the "Marana Development Code").

ii) The future development of the Property shall be subject to the Crossroads at Gladden Specific Plan as adopted by the Town on August 17, 2021, via Ordinance No. 2021.018, as amended from time to time (the "Specific Plan").

iii) The final block plat for Crossroads at Gladden, Blocks 1-8 (the "Final Block Plat"), approved December 7, 2021, and recorded at Sequence No. 20213440123, Pima County Recorder's office.

H. Ordinance No. 2021.018 requires the Owner, pursuant to a master traffic impact analysis (TIA) or other applicable Town of Marana codes or regulations, to design and construct improvements to the Interstate 10 and Tangerine Traffic Interchange, frontage roads, ramps, and adjacent roadways as recommended by the Town and the Arizona Department of Transportation ("ADOT") based on the submitted traffic studies.

I. The Town believes that unless and until the Initial TI Improvements and the Crossroads Direct Improvements (as each is defined in Exhibit "C" attached, and collectively referred to herein as the "Developer-Constructed Transportation Improvements") are constructed, the transportation infrastructure in the vicinity of the Property may not be sufficient to accommodate the Project at opening year in accordance with the Development Regulations.

J. The Town believes that unless and until the Tangerine TI Improvements (as defined in Exhibit "D" attached) are constructed, the transportation infrastructure in the vicinity of the Property may not be sufficient to accommodate the Project at full build-out in accordance with the Development Regulations.

K. The Master Studies referenced in Ordinance No. 2021.018 and Sections 2.5, 2.10, 2.11, and 2.14 of the Ordinance have been completed by the Developer and approved by the Town.

L. On April 2, 2019, the Marana Town Council adopted Resolution No. 2019-027, designating as a protected facility the gravity portion of the Tangerine/Downtown Conveyance System (Town of Marana Project No. WR010, referred to in this Agreement as the "T/D Gravity Sewer") and requiring any land use with a sewer connection served by the T/D Gravity Sewer to pay a protected facility fee of $519.67 per single-family residence (or equivalent).

M. Pursuant to the Gladden Farms II Development Agreement entered into between the Town of Marana and the developer of the Gladden Farms II project, recorded at Docket 12758, Page 2249 (Sequence No. 20060470594), Pima County Recorder's Office, as amended, the developer of the Gladden Farms II project is required to pay one-half of the estimated cost of the Town's design and construction of traffic signals at the intersections of Clark Farms Boulevard and Mike Etter Boulevard and Clark Farms Boulevard and Tangerine Road.

N. The Project contemplated by this Agreement is in compliance with the Town's adopted and approved General Plan (as defined in A.R.S. § 9-461).

O. The development contemplated by this Agreement is in compliance with the Specific Plan.

P. The Town is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a land owner or other person or entity having an interest in real property located within the Town to facilitate development of the property by providing for, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure.

AGREEMENT

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

Article 1. Development.

1.1. Development review. The Property shall be developed in a manner consistent with the Development Regulations and this Agreement, which together establish the basic land uses, and the densities, intensities and development regulations that apply to the land uses authorized for the Property. Upon the Developer's compliance with the applicable development review and approval procedures and substantive requirements of the Development Regulations, the Town agrees to issue such permits or approvals for the Project as may be requested by the Developer.

1.2. Phasing of development. The individual blocks that make up the Property may be conveyed and developed in any order, subject to compliance with the requirements of this Agreement.

1.2.1. If an individual block of the Property is conveyed and will not be further subdivided, the Developer shall be required to post substitute forms of assurance for all improvements shown on the Final Block Plat and improvement plans for the Final Block Plat for that individual block in the form of a cash account, performance bond, or letter of credit to allow the block to be released from the third party trust (Trust No. 60,528) and to assure completion of the subdivision infrastructure required to serve only that individual block, unless the Town has previously released the assurances for the individual block. Upon the posting of appropriate substitute subdivision assurances for the individual block, the master subdivision assurances posted for the Final Block Plat shall automatically terminate with respect to particular subdivision infrastructure that serves only that individual block. Nothing in this paragraph precludes Developer and the owner of the individual block from separately agreeing that the owner of the individual block will post the substitute forms of assurance on behalf of the Developer.

1.2.2. If an individual block of the Property is conveyed and will be further subdivided, the developer of that individual block will need to provide the Town with appropriate substitute subdivision assurances for the completion of subdivision infrastructure required to serve only that individual block, unless the Town has previously released the assurances for the individual block. Upon the posting of appropriate substitute subdivision assurances for the individual block, the master subdivision assurances posted for the Final Block Plat shall automatically terminate with respect to particular subdivision infrastructure that serves only that individual block.

1.3. Zoning and plat conditions. The Developer agrees to fulfill all conditions outlined in the Development Regulations.

1.4. Determination of no hazard to air navigation. Those portions of the Property located within 20,000 feet (3.8 miles) of Marana Regional Airport shall submit an FAA-7460 form to the Federal Aviation Administration and receive a "Determination of No Hazard to Air Navigation" from the Federal Aviation Administration before any construction or alteration of improvements with an intended height greater than an imaginary surface extending outward and upward at a 100 to 1 slope for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of the Airport.

1.5. Cultural resources. Development of the Property shall meet all Town requirements set forth in Chapter 17-12 of the Marana Development Code related to Protection of Cultural Resources.

1.6. Site built construction and building permits. All construction on any portion of the Property, whether sold in bulk or individually, whether subdivided or not, shall be site built and shall require building permits.

1.7. Compliance with residential and commercial design standards. All residential and commercial construction on any portion of the Property shall be constructed in accordance with the then current residential and commercial design standards as adopted by the Town of Marana as of the Effective Date, and the design guidelines set forth in the Specific Plan.

1.8. Effect of sale of a portion of the Property. The Developer anticipates that it will sell portions of the Property to third parties after this Agreement is executed, and in any event before the obligations of the Developer under this Agreement are satisfied. Upon that event, for purposes of the performance of the Developer's obligations under this Agreement, the term "Developer" shall jointly and severally include each and every owner of any portion of the Property, subject to paragraphs 10.10 and 10.11 below.

1.9. Town review and approval of plans. Except as expressly provided in this Agreement, the development and construction of all public improvements for the Property are subject to the Town's normal plan submittal, review and approval procedures and construction inspection requirements.

Article 2. Transportation Improvements.

2.1. Road right-of-way dedications. The Developer dedicated to the Town rights-of-way for Clark Farms Boulevard and Crossroads Trail via the Final Block Plat. The previous owner of the Property dedicated rights-of-way to the Town for Tangerine Road.

2.2. Transportation improvements. The Developer shall fund the design and construction of the Developer-Constructed Transportation Improvements listed in Exhibit "C" and shall dedicate to the Town without cost all right-of-way necessary for the Developer-Constructed Transportation Improvements. Developer will have no obligation to dedicate any right-of-way for the Tangerine TI Improvements. The Developer shall also fund the design and constructon of Clark Farms Boulevard from Tangerine Road to Mike Etter Boulevard as a four lane divided road compliant with Town standard 120-1, as required by section 2.6.b of Ordinance No. 2021.018.

2.3. Timing of construction of Developer-Constructed Transportation Improvements. Town will not require construction of any of the Developer-Constructed Transportation Improvements described in Exhibit C prior to issuance of certificates of occupancy for up to 25,000 square feet of cumulative structure(s) on Blocks 1 through 5, inclusive, 7, and 8 of the Property. Town will require substantial completion of construction of the Developer-Constructed Transportation Improvements described in Exhibit C, Section I (Initial TI Improvements) and Sections II.1 (Crossroads Trail), II.3 (Tangerine Road and Crossroads Trail), and II.4 (Traffic Signals) prior to issuance of certificates of occupancy in excess of 25,000 square feet of cumulative structure(s) on Blocks 1 through 5, inclusive, 7, and 8 of the Property. Town will require substantial completion of construction of all of the Developer-Constructed Transportation Improvements described in Exhibit C prior to issuance of any certificate of occupancy on Block 6. The Town's

right to withhold certificates of occupancy is a contract right granted by this Agreement, and is granted notwithstanding any right of the Developer or its successors in interest to receive certificates of occupancy pursuant to the Marana building codes.

2.4. Developer contribution to Tangerine TI Improvements. In addition to construction of the Developer-Constructed Transportation Improvements, the Developer shall contribute $2,600,000 to the design and construction of the Tangerine TI Improvements as those improvements are described in Exhibit "D" attached (the "In Lieu Contribution"). Within 60 days after the Effective Date, the Developer shall pay to the Town $600,000 in cash and deliver a performance bond or bonds in the amount of $2,000,000 in the customary form required by the Town. The Developer will replace the performance bond with cash in the amount of $2,000,000 within ten business days after the Developer's receipt of written notice from the Town that it has approved a Guaranteed Maximum Price (GMP) for roadway construction costs from the Town's Construction Manager At Risk for the reconstruction of Tangerine Road east of Interstate 10, which includes the Tangerine Road TI Improvements as described in Exhibit D. Town will deposit the In Lieu Contribution in either a separate account within the Town's General Fund or a separate book or ledger entry designation for the purpose of constructing the Tangerine TI Improvements. Developer's payment of the In Lieu Contribution is Developer's sole obligation with respect to the Tangerine TI Improvements, as those improvements are defined in Exhibit D. Developer will not have any other obligations to make any financial, in-kind, or other contributions for the Tangerine TI Improvements and the Town will pursue the design and construction of the Tangerine TI Improvements and the collection of any required additional funds and land dedications without further contribution from Developer. Developer will have no obligation to dedicate any right-of-way or other land for the Tangerine TI Improvements.

2.5. Other traffic studies and revised transportation improvements

2.5.1. The Developer or any successor owner of all or any portion of the Property may be required to provide additional traffic studies during the platting and development plan process for the Project as determined by the Town. The Developer or any successor owner of all or any portion of the Property shall pay for and/or provide additional transportation improvements and dedications the Town or ADOT reasonably requires based on the findings of those studies, except as otherwise provided in this paragraph 2.5. The Town Engineer is authorized to waive, in writing, any transportation improvement required by this Article if a traffic study approved by the Town indicates that the Project may be safely served without the waived transportation improvement.

2.5.2. The Developer will not be required to pay for and/or provide additional transportation improvements and dedications in connection with, or as part of, the Tangerine TI Improvements, as those improvements are defined in Exhibit D. Nothing in this subparagraph 2.5.2 precludes the Developer from being required to pay for or provide future additional transportation improvements related to the Tangerine Road and I-10 traffic interchange if Developer proposes different uses for the Property that (a) have materially different traffic impacts and (b) that the Town reasonably requires based on the findings of future additional traffic studies.

2.5.3. Notwithstanding Section 2.7 of Ordinance No. 2021.018, the Developer shall not be required to provide a second master traffic impact analysis (TIA) identifying any

additional traffic improvements that must be in place prior to the issuance of any Certificate of Occupancy for any portion of the Project.

2.6. Other Arizona Department of Transportation Requirements. ADOT controls and issues permits for all roadway construction, modification, and access affecting Interstate 10 and the Interstate 10 frontage roads. To the extent ADOT access or improvement requirements are inconsistent with the required Transportation Improvements, representatives of the Parties shall meet in good faith to modify this Agreement to address ADOT infrastructure improvement requirements.

Article 3. Sewer Infrastructure Requirements.

3.1. Offsite sewer. Each connection to the T/D Gravity Sewer shall be responsible for payment of the protected facility charge existing as of the time of building permit for its fair-share portion of the Town's cost to construct the T/D Gravity Sewer, payable upon application for a building permit for construction to be connected to the T/D Gravity Sewer. As of the date of this Agreement (and subject to amendment by the Marana Town Council), the protected facility fee is $519.67 per equivalent demand unit (EDU).

3.2. Onsite sewers. The Developer shall construct onsite sewers pursuant to standard Town agreements to construct new facilities and standard Town subdivision infrastructure assurance agreements, with any amendments mutually agreed upon between the Town and the Developer.

Article 4. Water Infrastructure Requirements.

4.1. Onsite potable water distribution system. The Developer shall construct onsite potable water distribution infrastructure pursuant to standard Town agreements to construct new facilities and standard Town subdivision infrastructure assurance agreements, with any amendments mutually agreed upon between the Town and the Developer.

4.2. Transfer of grandfathered water rights. After the termination of farming activities and before development of one or more individual blocks of the Property, the Owner and/or the developer of any individual block shall assign to the Town every portion of its Irrigation or Type 1 Non-irrigation Grandfathered Groundwater Rights or Type II Non-irrigation Groundwater Rights as those are defined by law as may be appurtenant to the property, and to execute and deliver all forms necessary to effect the transfer of these water rights to the Town concurrently with the assignment.

4.3. Non-potable system. The Developer shall develop and construct a secondary non-potable irrigation system, dedicated to the Cortaro-Marana Irrigation District (CMID) in accordance with its requirements, to distribute non-potable water to common areas and other landscaped areas owned or to be owned by a property owners' association serving the individual block of the Final Block Plat or by the owner of the individual block.

Article 5. Other Public Facilities and Infrastructure Requirements.

5.1. Undergrounding of CMID channel. The Developer shall underground the Cortaro-Marana Irrigation District (CMID) irrigation channel within or adjacent to the Property and within perimeter easements or the nearest half of a street or right-of-way in accordance with a plan and schedule approved by the Town engineer, CMID, and the Developer, as required by Marana Town Code Sections 17-5-3(B)(17) and 17-6-4 , in effect as of the Effective Date. If the Property is developed in phases, the irrigation channel adjacent to the portion of the Property

then being developed will be undergrounded in accordance with a plan and schedule approved by the parties and the CMID.

5.2. Bank protection. In compliance with Town Ordinance No. 99.02, the Developer shall pay $500 per acre of affected Property, resulting in a total required payment of $136,150, for the Lower Santa Cruz Levee construction with respect to the entire Property. The Developer shall pay this obligation at the time of issuance of any grading permit for the Property on a pro-rata basis for the property subject to the grading permit.

5.3. Onsite private recreational facilities. Residential areas within the Project shall comply with the recreational area requirements of Marana Town Code Section 17-5-3, in effect as of the Effective Date.

5.4. School improvement contribution. A $1,200 per residential unit contribution (the "School Improvement Contribution") shall be due and payable at the time building permits are issued for each residential permit within the Property.

5.5. Compliance with state and federal laws and regulations. No approval, permit or authorization of the Town authorizes the Developer to violate any applicable federal or state laws or regulations, or relieves the Developer from the responsibility to ensure compliance with all applicable federal and state laws and regulations, including but not limited to the Endangered Species Act and Clean Water Act.

Article 6. Development Impact Fees and Credits

6.1. Development impact fees. Nothing in this Agreement shall be construed as a waiver or reduction of development impact fees properly adopted by the Town pursuant to A.R.S. § 9-463.05 and applicable to the Property. All development within the Property shall be responsible to pay all applicable development impact fees existing as of the time of building permit application. As of the date of this Agreement (and subject to amendment by the Marana Town Council), the following development impact fees apply to development within the Property:

6.2. Northwest Street Facilities Development Impact Fee. The Town's current Northwest Street Facilities Development Impact Fee is $3,719 per equivalent demand unit (EDU), per Marana Ordinance No. 2017.029 (applying the methods and equivalencies set forth in the 2017 street facilities development impact fee report for development other than a single family residence).

6.3. Parks and Recreation Facilities Development Impact Fee. The Town's current Parks and Recreation Facilities Development Impact Fee is $2,461 per equivalent demand unit (EDU) per Marana Ordinance Nos. 2014.012 and 2017.029 (or the development impact fee applicable to development other than a single family residence, if any).

6.4. Lower Santa Cruz River Levee Fee. The Town's current Lower Santa Cruz River Levee Fee is $500 per acre, as originally adopted by Marana Ordinance No. 99.02, and as described in Section 4 of Marana Ordinance no. 2014.012 and in Section 6 of Marana Ordinance no. 2017.029.

6.5. Water Infrastructure Development Impact Fee. The Town's current Water Infrastructure Development Impact Fee is $2,331 per equivalent demand unit (EDU) for a 5/8"

water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

6.6. Water Resources Development Impact Fee. The Town's current Water Resources Development Impact Fee is $3,050 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

6.7. Wastewater Facilities Development Impact Fee. The Town's current Wastewater Facilities Development Impact Fee is $3,930 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

6.8. Northwest Streets Development Impact Fee Reimbursements. The Developer is entitled to current impact fee credits towards the Northwest Streets Development Impact Fee in the amount of $3,069,679 based on the contributions and dedications listed in paragraphs 6.8.1.1 through 6.8.1.3 below (the "Current Impact Fee Credits"). Additionally, the Developer is entitled to receive credit towards the Northwest Streets Development Impact Fee for any additional improvements the Developer contributes to, pays for, constructs, or provides dedications for that are included in the Town's streets facilities infrastructure improvements plan (IIP) (the "Future Impact Fee Credits"). Collectively, the Current Impact Fee Credits and Future Impact Fee Credits are referred to as the "Impact Fee Credits." The Impact Fee Credits shall be in the form of a quarterly reimbursement to the Developer. The Town shall collect the full Northwest Streets Development Impact Fees from development within the Property as they become due, and will deposit the funds in either a separate account within the Town's General Fund or a separate book or ledger entry designation for the purpose of making reimbursement payments to the Developer (the "Reimbursement Account"). The Town shall pay to the Developer within the first 45 days of each calendar quarter all funds in the Reimbursement Account, beginning the first calendar quarter after the Town has funds in the Reimbursement Account. The reimbursement amount will be applied on a "first dollar" basis and not prorata on a per acre basis, *e.g.*, if the Impact Fee Credits at the beginning of a calendar quarter are $3,069,679 and the Town issues building permits requiring development impact fees of $500,000 in such calendar quarter, the Town will collect the $500,000 development impact fees from the applying party(ies). Within the first 45 days of the following calendar quarter the Town will pay the $500,000 to Developer and the Impact Fee Credit balance will be reduced to $2,569,679.

6.8.1. The Current Impact Fee Credits consist of the following:

6.8.1.1. Tangerine Road/fka Tangerine Farms Road. The Tangerine Farms Improvement District assessment for the original property in the amount of $2,475,679.

6.8.1.2. Clark Farms Boulevard. The right of way dedication for Clark Farms Boulevard consisting of 5.37 acres at $30,000.00 per acre, totaling $161,100.00.

6.8.1.3. Tangerine (Farms) Road. The right-of-way dedication for Tangerine (Farms) Road, consisting of 14.43 acres at $30,000 per acre, totaling $432,900.00.

6.8.2. Tangerine TI Improvements. The Town intends to include the Tangerine TI Improvements in its 2022 streets IIP, which has yet to be approved by the Marana Town Council. If the Tangerine TI Improvements are included in the approved IIP, development within the Property will be subject to the revised Northwest Streets Development Impact Fees.

Additionally, the Developer will receive Future Impact Fee Credits for its contribution to the Tangerine TI Improvements, as described in paragraph 2.4 above.

Article 7. Cooperation and Alternative Dispute Resolution.

7.1. Appointment of representatives. To further the commitment of the Parties to cooperate in the progress of the Development, the Town and the Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town (the "Town Representative") shall be the Development Services Director, and the initial representative for the Developer shall be Dean Wingert or a replacement to be selected by the Developer. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Property.

7.2. Timing. The Town acknowledges the necessity for prompt review by the Town of all plans and other materials (the "Submitted Materials") submitted by the Developer to the Town hereunder or pursuant to any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its best efforts to accomplish such prompt review of the Submitted Materials whenever possible.

7.3. Default; remedies. If either Party defaults (the "Defaulting Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Non-Defaulting Party") shall be entitled to give written notice in the manner prescribed in Article 9 below to the Defaulting Party, which notice shall state the nature of the default claimed and make demand that such default be corrected. The Defaulting Party shall then have (i) twenty days from the date of the notice within which to correct the default if it can reasonably be corrected by the payment of money, or (ii) thirty days from the date of the notice to cure the default if action other than the payment of money is reasonably required, or if the non-monetary default cannot reasonably be cured within sixty days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within sixty days and thereafter diligently prosecuted to completion. If any default is not cured within the applicable time period set forth in this paragraph, then the Non-Defaulting Party shall be entitled to begin the mediation and arbitration proceedings set forth in paragraphs 7.4 and 7.5 below. The Parties agree that due to the size, nature and scope of the Development, and due to the fact that it may not be practical or possible to restore the Property to its condition prior to Developer's development and improvement work, once implementation of this Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the enforcement of this Agreement. This paragraph shall not limit any other rights, remedies, or causes of action that either party may have at law or in equity. If Developer conveys a portion of the Project to any third party, a default by Developer will not be a default by any such third party and a default by any third party will not be a default by Developer or any other third party. To the extent that the Town has the right to terminate this Agreement upon the default by Developer, any such termination will only apply to the Developer or third party that is in default and Town may not terminate this Agreement as to the Developer or any third party that is not in default under this Agreement.

7.4. Mediation. If there is a dispute under this Agreement which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding

mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Town and the Developer shall request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to real estate development. The cost of any such mediation shall be divided equally between the Town and the Developer. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.

7.5. Arbitration. After mediation (paragraph 7.4 above) any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by both Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction. To the extent permitted by applicable law, any notice of claim requirement shall be tolled during any moratorium or mediation and arbitration proceedings.

Article 8. Protected Development Rights

To ensure reasonable certainty, stability and fairness to the Developer and the Town for a reasonable period of time, the Developer and the Town agree that the zoning designations, uses, densities, and intensities of use, that now apply to the Property, as amended by this Agreement, shall remain in effect and shall not be changed for a period of five years after the execution of this Agreement without the agreement of the Developer. Town agrees that Developer's (or its predecessor's) dedications, construction and installation of public improvements, and payments give Owner a common law vested right to develop the Project in accordance with this Agreement and the Development Regulations.

Article 9. Notices and Filings.

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

To the Town:
Town of Marana
Town Manager
11555 W. Civic Center Drive Bldg. A-3
Marana, Arizona 85653-7006

To the Developer:
Tangerine 2021, LLC
333 E. Wetmore Road, Suite 250
Tucson, AZ 85705

Article 10. General Terms and Conditions.

10.1. Term. After its execution by the Parties, this Agreement shall become effective upon the date this Agreement is recorded in the official records of Pima County, Arizona (the "Effective Date"). The term of this Agreement shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes on the twentieth anniversary of the Effective Date, except that any then pending Payments shall be paid by Town to Developer. If the Parties determine that a longer period is necessary for any reason, the term of this Agreement may be extended by written agreement of the Parties. The Developer shall be entitled to terminate this Agreement if the Town materially impairs the development entitlements on the Property granted by this Agreement.

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

10.3. Attorney's fees. If any Party brings a lawsuit against any other Party to enforce any of the terms, covenants or conditions of this Agreement, or by reason of any breach or default of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court and not by the jury. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver of paragraph 7.5 requiring disputes to be resolved by binding arbitration.

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

10.5. Headings. The descriptive headings of this Agreement are intended to be used to assist in interpreting the meaning and construction of the provisions of this Agreement.

10.6. Recitals. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and confirmed to be accurate.

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

10.8. Further acts. Each of the Parties shall execute and deliver all documents and perform all acts as reasonably necessary, from time to time, to carry out the matter contemplated by this Agreement. Without limiting the generality of the foregoing, the Town shall cooperate in good faith and process promptly any requests and applications for plat or permit approvals or revisions, and other necessary approvals relating to the development of the Property by the Developer and its successors.

10.9. Time essence. Time is of the essence for purposes of this Agreement.

10.10. Successors. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties except as provided in paragraph 10.11 below. Unless and until the Town consents to an assignment of rights and obligations under this Agreement,

the Town may enforce the Developer's obligations under this Agreement against the Developer and its successor in interest and assigns. If Developer (or any successor in interest or assign) assigns all of its rights and obligations under this Agreement and the Town approves the assignment, the liability of the assigning party under this Agreement shall terminate effective upon the assumption of those liabilities by the assignee. The Town may not unreasonably withhold, delay or condition its approval of assignment under this paragraph.

10.11. Termination upon sale to end purchaser or user. This Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot or block which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or conveyed to an end purchaser or user and thereupon such end purchaser or user and lot or block shall be released from and no longer be subject to or burdened by the provisions of this Agreement. The Town and the Developer will execute such documents and instruments as the end purchaser or user or a title company requires in order to effectuate the intent of this paragraph.

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

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

10.14. Imposition of duty by law. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

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

10.16. Amendments to agreement. No change or addition shall be made to this Agreement except by a written amendment executed by the Parties. The Parties agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed in the Final Plat and Specific Plan as amended by this Agreement. Within ten days after any amendment to this Agreement, it shall be recorded in the office of the Pima County Recorder by and at the expense of the Party requesting the amendment.

10.17. Names and plans. The Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, ideas, designs, and work products of every nature at any time developed, formulated or prepared by or at the instance of the Developer in connection with the Property or any plans; provided, however, that in connection with any conveyance of portions of the infrastructure as provided in this Agreement such rights pertaining to the portions of the infrastructure so conveyed shall be assigned to the extent that such rights are assignable, to the appropriate governmental authority.

10.18. Good standing; authority. The Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of Arizona and is authorized to do business in the

state of Arizona. The Town represents and warrants to the Developer that it is an Arizona municipal corporation with authority to enter into this Agreement under applicable state laws. Each Party represents and warrants that the individual executing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

10.19. Severability. If any provision of this Agreement is declared void or unenforceable, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect. If a law or court order prohibits or excuses the Town from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain in full force and effect, but the provision requiring the act shall be deemed to permit the Town to act at its discretion, and if the Town fails to act, the Developer shall be entitled to terminate this Agreement.

10.20. Governing law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of paragraph 7.5, requiring disputes to be resolved by binding arbitration.

10.21. Interpretation. This Agreement has been negotiated by the Town and the Developer, and no party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any party.

10.22. Recordation. The Town shall record this Agreement in its entirety in the office of the Pima County Recorder no later than ten days after it has been executed by the Town and the Developer.

10.23. No developer representations. Nothing contained in this Agreement shall be deemed to obligate the Town or the Developer to complete any part or all of the development of the Property.

10.24. Approval. If any Party is required pursuant to this Agreement to give its prior written approval, consent or permission, such approval, consent or permission shall not be unreasonably withheld or delayed.

10.25. Force majeure. If any Party shall be unable to observe or perform any covenant or condition of this Agreement by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute a default under this Agreement so long as such Party shall use its best effort to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure," as used in this paragraph, means any condition or event not reasonably within the control of such party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; pandemics, landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; supply chain disruptions; shortages of labor or materials; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing Party or Parties, in either case when such course is in the judgment of and unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

10.26. Conflict of interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

10.27. Prop 207 Waivers. By signing this Agreement, the Developer waives any and all rights to make a claim for diminution in value under the Private Property Rights Protection Act, A.R.S. § 12-1131 et seq., resulting from this Agreement, or resulting from remedies resulting from enforcing the terms of this Agreement.

10.28. Estoppel Certificate. Town will, upon reasonable request by Developer, provide an estoppel certificate to Developer, or any prospective lender, investor, or purchaser, certifying that (i) this Agreement is in full force and effect, (ii) no default, or act or omission that with the giving of notice and/or passage of time could become a default, by Developer exists hereunder (or, if appropriate, specifying the nature and duration of any existing default), and (iii) such other certifications as Developer, or any prospective lender, investor, or purchaser may reasonably request

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

TOWN:

THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor
Date: 4.2.2022

ATTEST:

_____
Cherry L. Lawson, Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

DEVELOPER:

TANGERINE 2021, LLC,
a Delaware limited liability company

By: _____
Name: DEAN WINGERT
Title: AUTHORIZED SIGNATORY

FIDELITY NATIONAL TITLE AGENCY INC.,
an Arizona corporation, solely in its capacity
as trustee under Trust No. 60,528 and not
in its corporate capacity as trustee under Trust No. 60,528

By: _____
Name: Rachel Turnipseed
Title: Trust Officer

STATE OF ARIZONA)
) ss
County of ~~Pima~~ Maricopa)

The foregoing instrument was acknowledged before me on April 19, 2022, by Dean Wingert, the Authorized Signatory of TANGERINE 2021, LLC, a Delaware limited liability company, on behalf thereof.

Kelly Penuela
Notary Public
Maricopa County, Arizona
My Comm. Expires 12-15-25
Commission No. 617494
Seal

_____
Notary Public

STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me on April 18, 2022, by Rachel Turnipseed, the Trust Officer of FIDELITY NATIONAL TITLE AGENCY INC., an Arizona corporation, solely in its capacity as trustee under Trust No. 60,528 and not in its corporate capacity as trustee under Trust No. 60,528, on behalf thereof.

SHERRY G. SOURIS
Notary Public - State of Arizona
PIMA COUNTY
Commission # 590879
Expires November 15, 2024

_____
Notary Public

(Seal)

Exhibit A
Property Map

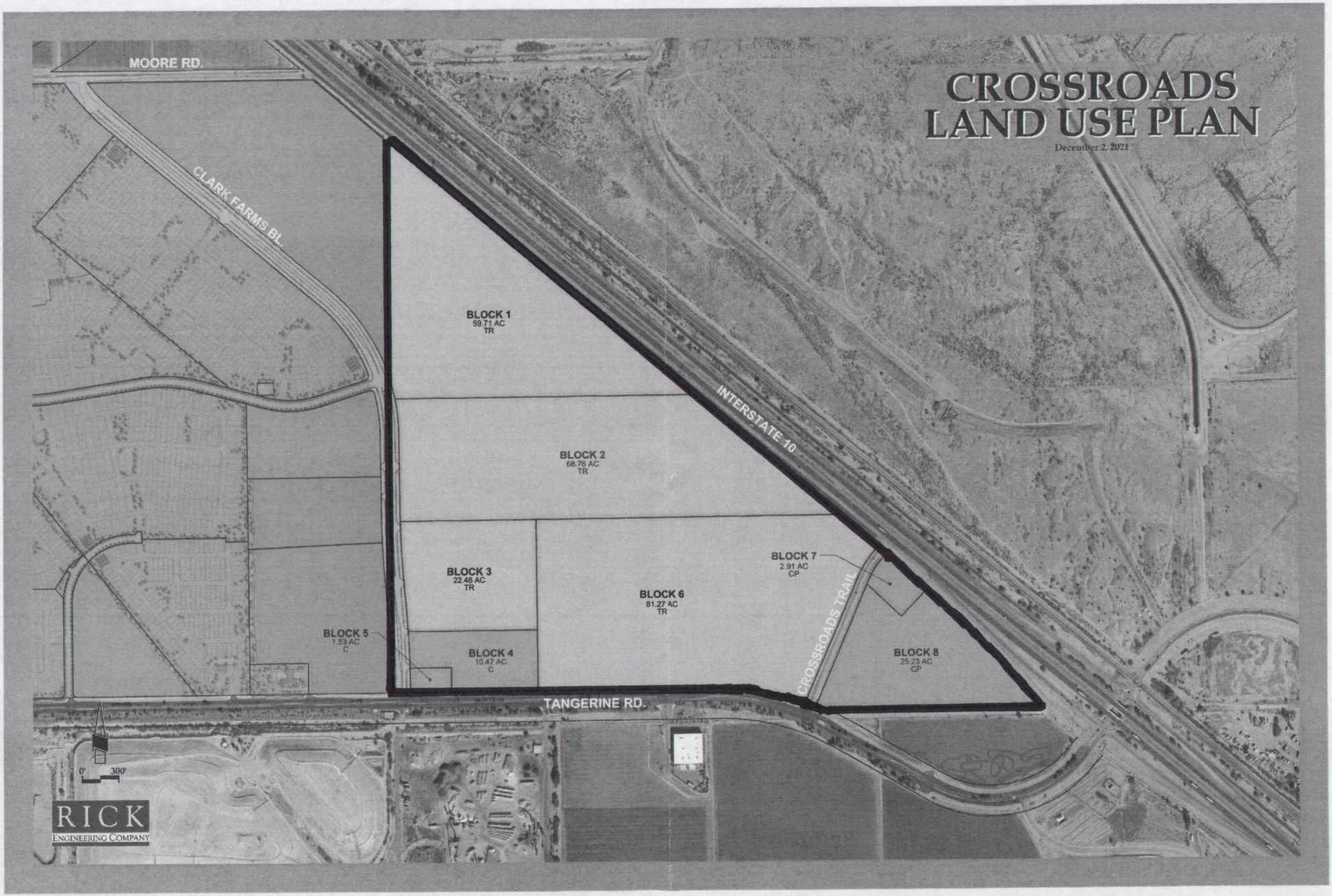

CROSSROADS
LAND USE PLAN
December 2, 2021
MOORE RD.
CLARK FARMS BL.
INTERSTATE 10
BLOCK 1
59.71 AC
TR
BLOCK 2
68.76 AC
TR
BLOCK 3
22.46 AC
TR
BLOCK 4
10.47 AC
C
BLOCK 5
1.53 AC
C
BLOCK 6
81.27 AC
TR
BLOCK 7
2.91 AC
CP
BLOCK 8
25.23 AC
CP
CROSSROADS TRAIL
TANGERINE RD.
0'
300'
RICK
ENGINEERING COMPANY

Exhibit B
Property Legal Description

Exhibit B
Property Legal Description

Blocks 1 through 8, inclusive, as identified on the FINAL BLOCK PLAT FOR CROSSROADS AT GLADDEN BLOCKS 1 – 8, recorded in the Official Records of Pima County, Arizona, at Sequence No. 20213440123.

Exhibit C
Developer-Constructed Transportation Improvements

I - Initial TI Improvements:

Tangerine and Interstate 10 Traffic Interchange. The Developer shall construct improvements to the Tangerine and Interstate 10 Traffic Interchange (the "Tangerine TI") described as follows:

1. *Tangerine Road/I-10 Westbound Frontage Road and Off Ramp.* The Developer shall construct a westbound left-turn lane within the ADOT right of way of the westbound off ramp, with as much storage as ADOT will allow, construction of which may include relocation of signal poles, utility poles, and roadway appurtenances, and addition of new signal poles and heads, so as to produce a fully functional traffic signal, with the following configuration for the westbound off ramp: one exclusive left-turn lane, one shared through/left-turn lane and one exclusive right-turn lane.

2. *Tangerine Road between the I-10 EB Ramps and the I-10 WB Frontage Road/Ramp.* The Developer shall restripe the existing pavement for Tangerine Road to provide two westbound through lanes, one westbound left-turn lane that extends the full distance between signals, one eastbound left-turn lane that extends the full distance between signals, and one eastbound through lane, for a total of five lanes. The restriping shall include transitions on approach to and departing from the restriping area to meet engineering standards. The restriping shall be accomplished according to industry standards, and will include complete obliteration of existing pavement markings, sealing of obliteration scars according to ADOT requirements, which may include a curb-to-curb surface seal, and remarking of pavement lines according to ADOT materials specifications.

3. *Tangerine Road/I-10 Eastbound Ramps Intersection.* The Developer shall construct restriping and modifications to the median on the west leg of the intersection to provide additional storage for the eastbound left turn at the WB I-10 Frontage Road, to align with striping modifications between signalized intersections. Median modifications shall include removal of at least 150 feet of median, and include appropriate entrance tapers, signing and striping.

II – Crossroads Direct Improvements:

1. Crossroads Trail. The Developer shall reconstruct Crossroads Trail to a three-lane major collector road to the Town's standard detail 110-3. All truck turning movements must be accommodated by the roadway cross section.

2. Block 6 Improvements. The Developer shall construct three access driveways on Tangerine Road south of Block 6 of the Final Block Plat and a traffic signal as follows:

- *Block 6 West Driveway.* The Developer shall construct this driveway at the existing median break east of the Tangerine Road and Clark Farms Boulevard intersection with stop control for the northbound and southbound approaches. The lane configuration for this intersection, shall be:
  - Southbound: a total of three lanes, serving inbound and outbound traffic.

- Eastbound: One left-turn lane, two through lanes, and one right-turn lane (all of which already exist).
- Westbound: One left-turn lane, two through lanes, one right-turn lane (all of which already exist).

- *Block 6 Main Driveway*. The Developer shall construct this intersection at the existing median break west of the Tangerine Road and Crossroads Trail intersection. The lane configuration for this intersection shall be:
  - Southbound: One left-turn lane and one shared-through/right turn lane.
  - Eastbound: One left-turn lane, two through lanes, and one right-turn lane (all of which already exist).
  - Westbound: One left-turn lane, two through lanes, and one right-turn lane (reconstruct the existing westbound right-turn lane to provide a minimum of 150 feet of storage).
- *Block 6 East Driveway*. The Developer shall construct this intersection west of the Tangerine Road and Crossroads Trail intersection with a right-in/right-out driveway. The lane configuration for this intersection shall be:
  - Southbound: One right-turn lane.
  - Eastbound: Two through lanes (all of which already exist).
  - Westbound: Two through lanes (which already exist), and one right-turn lane (150 feet minimum storage).
- *Block 6 Traffic Signal*. The Developer shall design and construct a traffic signal at the intersection of Tangerine Road and Block 6 Main Driveway.

3. Tangerine Road and Crossroads Trail. The Developer shall replace the painted median northwest of the intersection of Tangerine Road and Crossroads Trail with a raised median built in accordance with the standard detail for an arterial road cross-section. Additionally, the Developer shall reconstruct the intersection with the following lane configuration:

- Southbound: Two left-turn lanes (minimum 200 feet of storage each lane), and one right-turn lane.
- Eastbound: One left-turn lane and two through lanes (all of which already exist).
- Westbound: Two through lanes and one right-turn lane (which already exist), and one left turn lane (U-turn opportunity).

4. Traffic Signals

- The Developer shall design and construct a traffic signal at the intersection of Tangerine Road and Crossroads Trail.
- The developer of the Gladden Farms II project is required to pay for one half of the design and construction costs for traffic signals at the

intersections of Clark Farms Boulevard and Mike Etter Boulevard and at Clark Farms Boulevard and Tangerine Road. The Developer shall be responsible for the costs to design and construct the remaining one half of the traffic signals, except that if the developer of the Gladden Farms II project fails to satisfy its obligation regarding the traffic signals, the Developer shall design and construct the traffic signals at these two intersections, and shall be responsible for the full costs of the design and construction.

Tangerine and Interstate 10 Traffic Interchange. The Town shall construct improvements to the Tangerine and Interstate 10 Traffic Interchange (the "Tangerine TI"), frontage roads, ramps, and adjacent roadways in conjunction with Town's reconstruction of Tangerine Road east of Interstate 10, described as follows:

1. *Tangerine Road/I-10 TI Abutment Lanes*. Construction shall include the addition of one new westbound lane and one new eastbound lane constructed behind existing abutments for the I-10 Mainline overpass. The Abutment Lanes will accommodate the new lane assignments described below.

    a. Construction of Abutment Lanes shall include restriping under the Mainline I-10 for a five-lane cross-section, and shall include two westbound lanes (one of which is an Abutment Lane), two westbound left-turn lanes that extends the distance between traffic signals, one eastbound left turn that extends the full distance between traffic signals, and two eastbound lanes (one of which is an Abutment Lane).

2. *Tangerine Road/I-10 Eastbound Ramps Traffic Signal.* Construction shall include relocation of the signalized intersection of Tangerine Road and the I-10 eastbound ramps to a point approximately equal to the location of the decommissioned frontage road.

3. *Tangerine Road/I-10 Eastbound Ramps*. Construction shall include the following lane configurations:

    a. Eastbound I-10 offramp: one left-turn lane, one left/through lane, and one right-turn lane

    b. Eastbound I-10 onramp: two onramp lanes tapering to a single onramp lane onto I-10, designed to current ADOT standards

    c. Eastbound Tangerine Road: two through lanes and two right-turn lanes, each with a minimum of 350 feet of storage, both of which replace the existing right-turn lane that has approximately 370 feet of storage.

    d. Westbound Tangerine Road: two left turn lanes and two through lanes.

Council-Regular Meeting **A2**

Meeting Date: 04/01/2025

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: April 1, 2025

Strategic Plan Focus Area:
Thriving Commerce

Strategic Plan Focus Area Additional Info:
GOAL: PROVIDE A SUPPORTIVE ENVIRONMENT FOR INDUSTRY LEADERS, STARTUPS, SMALL BUSINESSES, AND ENTREPRENEURS THROUGH EVERY STAGE OF BUSINESS DEVELOPMENT.
STRATEGY: Evaluate and implement economic development tools and strategies to support the retention and expansion of Marana key employers and attract new compatible sectors.

Subject: Resolution No. 2025-029: Relating to Economic Development; amending the Marana Job Creation Incentive Program (MJCIP) to increase the qualifications for a business to be considered a "Targeted Employer" for purposes of the MJCIP and to remove certain economic incentives from the program (Jane Fairall and Curt Woody)

Discussion:

The Mayor and Council originally adopted the Marana Job Creation Incentive Program (MJCIP) on May 4, 2010, by the adoption of Resolution No. 2010-044. The Mayor and Council have amended, expanded, and extended the MJCIP from time to time, most recently by the adoption of Resolution No. 2024-109 on December 3, 2024. The purpose of the MJCIP is to make the Town of Marana more competitive in the attraction, retention, and expansion of job-creating businesses and industries, defined in the program as "Targeted Employers."

The MJCIP currently defines a "Targeted Employer" as a non-retail business or industry (with minimal, specific exceptions) that:

- Relocates or expands into buildings and other improvements for which at least

$24,000 in Marana construction sales tax has been generated since January 1, 2013 (the "Minimum Construction Requirement"); and
- Since January 1, 2013, has created at least ten new jobs in Marana with wages that equal or exceed $40,000.

The Town has not adjusted upward those economic qualifications for a business to be considered a "Targeted Employer" under the MJCIP since the program's inception in 2010, despite increases in construction costs and salaries over the ensuing years. The proposed revisions to the MJCIP would increase the Minimum Construction Requirement from $24,000 to $120,000, and increase the salary requirement for new jobs created by a Targeted Employer from $40,000 to $60,000.

Additionally, in *Schires v. Carlat*, 250 Ariz. 371, 480 P.3d 639 (2021), the Arizona Supreme Court imposed limitations on incentives that municipalities can provide to developers, requiring that a municipality receive sufficient benefits relative to the incentives the municipality provides to a developer. The Court will only look to direct benefits provided by a developer to a municipality when measuring the relative consideration. The proposed MJCIP provisions remove certain economic incentives previously included in the program, such as reimbursement of certain employee relocation expenses, job training, and sustainable development costs, as those items do not provide enough of a "direct benefit" to the Town under the Arizona Supreme Court decision to allow the Town to provide reimbursement for them.

Financial Impact:

The proposed changes to the MJCIP are not expected to have a material financial impact upon the Town.

Staff Recommendation:

Staff recommends approval of the revisions to the MJCIP.

Suggested Motion:

I move to adopt Resolution No. 2025-029, amending the Marana Job Creation Incentive Program (MJCIP) to increase the qualifications for a business to be considered a "Targeted Employer" for purposes of the MJCIP and to remove certain economic incentives from the program.

Attachments

Resolution No. 2025-029

Exhibit A to Resolution: MJCIP Revisions

MARANA RESOLUTION NO. 2025-029

RELATING TO ECONOMIC DEVELOPMENT; AMENDING THE MARANA JOB CREATION INCENTIVE PROGRAM (MJCIP) TO INCREASE THE QUALIFICATIONS FOR A BUSINESS TO BE CONSIDERED A "TARGETED EMPLOYER" FOR PURPOSES OF THE MJCIP AND TO REMOVE CERTAIN ECONOMIC INCENTIVES FROM THE PROGRAM

WHEREAS A.R.S. § 9-500.11 authorizes the Town to make expenditures in support of economic development; and

WHEREAS the Mayor and Council originally adopted the Marana Job Creation Incentive Program (MJCIP) on May 4, 2010 by the adoption of Resolution No. 2010-044; and

WHEREAS the Mayor and Council have amended, expanded, and extended the MJCIP from time to time, most recently by the adoption of Resolution No. 2024-109 on December 3, 2024; and

WHEREAS the purpose of the MJCIP is to make the Town of Marana more competitive in the attraction, retention, and expansion of job-creating businesses and industries; and

WHEREAS the Town has not adjusted upward the economic qualifications for a business to be considered a "Targeted Employer" under the MJCIP since the program's inception in 2010, despite increases in construction costs and salaries over the ensuing years; and

WHEREAS the Town recognizes recent limitations the Arizona Supreme Court has imposed on incentives that can be provided to developers in *Schires v. Carlat*, 250 Ariz. 371, 480 P.3d 639 (2021), which requires that a municipality receive sufficient benefits relative to the incentives the municipality provides to a developer, but the Court will only look to direct benefits when measuring the relative consideration; and

WHEREAS the Mayor and Council find that amending the Marana Job Creation Incentive Program as provided in 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 l. The Marana Job Creation Incentive Program is hereby amended as set forth in Exhibit A attached to this resolution and incorporated herein by this reference in

this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

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 MJCIP.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 1st day of April 2025.

_____
Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Title:	Marana Job Creation Incentive Program (MJCIP)
Effective Date:	January 1, 2013
Type of Action:	Approved by Marana Resolution No. 2012-087
Revision History:	Marana Resolution Nos. 2017-029, 2021-052, 2022-055, 2024-109

Purpose

The purpose of the Marana Job Creation Incentive Program (MJCIP) is to make the Town of Marana more competitive in the attraction, retention, and expansion of job-creating businesses and industries.

Definitions

1. **Targeted Employer:** A non-retail business or industry, except for those retail businesses or industries described in paragraph c, below, that meets all of the following qualifications:
    a. Relocates or expands into buildings and other improvements for which at least ~~$24,000~~ $120,000 in Marana construction sales tax has been generated since January 1, 2013. The qualification set forth in this paragraph is referred to in the MJCIP as the "Minimum Construction Requirement." The Targeted Employer is responsible to track and provide supporting documentation for Marana construction sales tax actually paid in connection with the construction of Targeted Employer's facility. Any contractor who does other taxable construction work in the town limits of Marana while working on Targeted Employer's facility must provide Marana with a separate accounting of Marana construction sales tax paid in connection with the construction of Targeted Employer's facility.
    b. Since January 1, 2013, has created at least ten new jobs in Marana with wages that equal or exceed ~~$40,000~~ $60,000.
    c. Notwithstanding the general exclusion of retail businesses and industries, automobile and recreational vehicle dealerships may qualify as Targeted Employers if they meet all of the qualifications outlined in paragraphs a and b, above. In addition, other retail businesses and industries similar to those enumerated in this paragraph c may qualify as Targeted Employers for purposes of this resolution, if approved by the Town Manager and if the

Town Attorney determines that including them is within the Town's legal authority.

d. Notwithstanding the provisions of paragraphs a and b above, data centers, as defined in the Marana Town Code, are excluded from the definition of Targeted Employer for purposes of the MJCIP.

2. **Marana construction sales tax:** Marana transaction privilege taxes (currently 4%) generated pursuant to Section 8-415 and 8-416 of the Marana Tax Code from construction contracting and speculative builder activities.

Economic Incentives

The Town Manager is authorized to implement the economic incentives set forth below at a cost, for each Targeted Employer, not to exceed the Marana construction sales tax revenues received by the Town for the construction of that Targeted Employer's facility.

~~A. Employee Relocation Expense Allowance. An allowance of $3,000 to cover moving, transportation, title, recording, and other costs associated with relocating an eligible employee, through an employer-assisted housing program, to an employee-purchased residence within the town limits of Marana. Only one $3,000 allowance shall be permitted for each employee-purchased residence. To be eligible, an employee shall have moved from outside of the Marana town limits into an employee-purchased residence within the town limits of Marana and must be an employee of the Targeted Employer who works in Marana.~~

A ~~B~~. Interstate 10 Corridor/Main Arterial Roadway Beautification Reimbursement. Actual costs for beautification of ~~Targeted Employer's facilities and adjacent~~ public right-of-way adjacent to Targeted Employer's facilities and located in the town limits of Marana along the Interstate 10 corridor or along main arterial roadways (as defined in the Town of Marana General Plan), including installation of landscaping ~~and attractive signage for new and existing Targeted Employer facilities and improvement of existing Targeted Employer facility façades to more closely conform to the adopted Marana commercial design standards~~.

B ~~C~~. Student Internship and Training Opportunities Costs. Actual costs of internship and training programs that educate high school and college students who are Marana residents in the Targeted Employer's primary field of business or industry.

~~D. Job Training. Actual costs of training programs for new or existing employees, including but not limited to the cost of course design and development, instruction costs for job-specific training, training materials and supplies, and training facility rental.~~

~~E. Sustainable Development. Actual costs associated with solar and/or wind energy improvements, low environmental impact development, and other green industry best practices.~~

C ~~F~~. Public Infrastructure Costs. Actual costs of constructing public infrastructure needed to serve the Targeted Employer's facilities, including without limitation the cost of any Town of Marana-adopted development impact fees paid by or on behalf of the Targeted Employer toward public infrastructure.

D ~~G~~. Other Similar Incentives. Actual costs of any other economic incentive similar to those enumerated in this resolution that the Town Manager approves and the Town Attorney determines is within the Town's legal authority.

For each Targeted Employer, the economic incentives authorized by this Marana Job Creation Incentive Program are available for a period of three years, beginning on the date the Town issues a certificate of occupancy for the Minimum Construction Requirement, and ending on the third anniversary of that date.

While the MJCIP is in effect and during the three-year period described above, the use of those Marana construction sales tax revenues addressed by the MJCIP shall control over any other conflicting or different use of Marana construction sales tax revenues as directed in previously-adopted Marana resolutions.

Responsibilities

The Town Manager is authorized to administer and interpret the Marana Job Creation Incentive Program, and the various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to the MJCIP.

MJCIP Term

Pursuant to Marana Resolution No. 2022-055, the Marana Job Creation Incentive Program sunsets on April 4, 2032.

Council-Regular Meeting **D1**

Meeting Date: 04/01/2025

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: April 1, 2025

Strategic Plan Focus Area:
Proactive Public Services

Strategic Plan Focus Area Additional Info:
GOAL: PRIORITIZE INFRASTRUCTURE AND MAINTENANCE THAT SUPPORT NEW GROWTH AND DEVELOPMENT IN A PROACTIVE AND SUSTAINABLE MANNER.STRATEGY: Continue annual updates to the 5-year Capital Improvement Plan to ensure public infrastructure is provided and maintained in a proactive manner.

Subject: Relating to Public Works; presentation, discussion, and possible direction regarding the draft Town of Marana Five-Year Capital Improvement Program for Fiscal Years 2026 through 2030 (Fausto Burruel, Heidi Lasham, Jim Conroy)

Discussion:
Providing infrastructure is a primary function of a local government. Maintaining public safety, adequate transportation systems, parks and recreation facilities, adequate water and wastewater systems, Town services, and the community's quality of life are all heavily dependent on how the Town handles infrastructure issues. As part of the programming of the Town budget, the Town Council adopts a five-year Capital Improvement Program (CIP). The CIP is a comprehensive, five-year plan of capital projects that will support the continued growth and development of the Town. The CIP establishes the Capital Budget, which is the capital outlay portion of the annual budget. The CIP is used in implementing the General Plan and supporting the Town's adopted Strategic Plan by developing a prioritized schedule of short-range and long-range community capital needs, evaluating projects, and analyzing the community's ability and willingness to pay for

them in the most cost-effective way. The Town uses the CIP as its method in determining future infrastructure requirements and planning the financing of facilities to maintain service levels provided to Town citizens. The CIP covers a five-year planning horizon (Fiscal Years 2026-2030) and identifies infrastructure and facility projects that the Town will undertake during this timeframe as well as the funding sources available for projected expenditures. Town staff solicits input from various departments for capital improvement projects. Finance reviews fund balances for each fund, current fiscal year-end estimates, and upcoming fiscal year budget and provides five-year revenue projections. Staff reviews and revises the Town's five-year CIP on an annual basis. Projects for the upcoming fiscal year will be programmed as a part of the budget adoption. Town staff will present the program for Council input. Direction given will be used to finalize next year's capital budget.

Financial Impact:

Most of the programmed capital projects are aligned with revenue sources dedicated for their particular area such as transportation fund, impact fees, federal and state funds, and water capital fund. There are some projects that will make requests of the general fund. The final program will be brought before Council as a part of the FY2026 budget adoption.

Staff Recommendation:

Staff recommends that Council provide feedback and direction on the draft 5-year Program.

Suggested Motion:

No motion is necessary; staff seeks Council feedback and direction.

Attachments

No file(s) attached.

Council-Regular Meeting **D3**

Meeting Date: 04/01/2025

To: Mayor and Council

Submitted For: Terry Rozema, Town Manager

From: Jane Fairall, Town Attorney

Date: April 1, 2025

Strategic Plan Focus Area:
Proactive Public Services

Strategic Plan Focus Area Additional Info:
GOAL: FOSTER A WORKPLACE CULTURE THAT ATTRACTS, RETAINS, AND MOTIVATES A TALENTED WORKFORCE.
STRATEGY: Invest in professional development, training, and engagement opportunities for employees.
STRATEGY: Continue to instill a culture of excellence through initiatives and actions that value performance and behavior.

Subject: Relating to Municipal Court; authorizing and directing staff to negotiate an employment agreement for future Council consideration between the Town and Libby Shelton, to fill the impending vacancy in the Marana Town Magistrate position (Terry Rozema)

Discussion:
The Town has established the Marana Municipal Court pursuant to A.R.S. § 22-402, and has established the position of Marana Town Magistrate pursuant to A.R.S. § 22-403. Marana Town Code Chapter 5-2 provides that the Town Council shall appoint a Town Magistrate as the presiding officer of the municipal court and that the Town Magistrate shall be appointed for a minimum period of two years.

The position of Marana Town Magistrate is currently held by Laine McDonald, who

has served in that position since 2015. In March, it was announced that Arizona Governor Katie Hobbs had selected Judge McDonald to serve as a judge on the Pima County Superior Court bench. Judge McDonald's last day with the Town will be April 15, 2025.

Libby Shelton is currently the Town's Deputy Town Attorney. She has been an attorney practicing in the Pima County region for over 20 years, since 2004. Ms. Shelton has served as Deputy Town Attorney since 2020, and served as the Town's Senior Assistant Town Attorney/Town Prosecutor from 2015-2020. Prior to coming to the Town in 2015, Ms. Shelton spent time working as a prosecutor at both the City of Tucson Prosecutor's Office and the Pima County Attorney's Office. She also worked for two years in private practice, doing primarily domestic relations work. Ms. Shelton has indicated a desire and willingness to serve as the Marana Town Magistrate if she is selected by the Town Council for the position.

If the Council so directs, staff will negotiate an employment agreement with Ms. Shelton for the position of Town Magistrate, setting forth the term of the appointment, the compensation, and any other pertinent conditions of the employment. The agreement will be brought back to Council at a future Council meeting, most likely on April 15, 2025, for Council consideration and approval.

An executive session is also scheduled on tonight's agenda to discuss the possible appointment and the terms of an employment agreement, if needed. The Council may also interview Ms. Shelton in the executive session or in open session if desired.

Staff Recommendation:

Staff recommends that the Council authorize and direct staff to negotiate an agreement with Libby Shelton to fill the Town Magistrate vacancy.

Suggested Motion:

I move to authorize and direct staff to negotiate and bring back to Council an employment agreement between the Town and Libby Shelton to fill the impending vacancy in the Marana Town Magistrate position.

Attachments

No file(s) attached.
