MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, November 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

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 November 18, 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

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

P1 Relating to Budget; presentation of first quarter results (July-September) for the Town's General Fund and other selected major funds for the 2025-2026 fiscal year (Yiannis Kalaitzidis)

CONSENT AGENDA

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

C1 Resolution No. 2025-104: Relating to Budget; approving the transfer of $860,000 in budgeted expenditure authority from the General Fund contingency line item to the developer rebates line item in the South Benefit Transportation impact fee fund, in the fiscal year 2024-2025 budget (Yiannis Kalaitzidis)

C2 Resolution No. 2025-105: Relating to Development; approving a final plat for Lot 14 of Moonlight Canyon at Saguaro Ranch Phase 2 and Lot 55 of Saguaro Ranch II, Lots 54-55 located approximately one mile north of the north terminus of Thornydale Road within a portion of Section 20, Township 11 South and Range 13 East (Brian D. Varney)

C3 Resolution No. 2025-106: Relating to Real Estate; approving and authorizing the Mayor to execute Fifth Amendment to Lease Agreement with Marana Chamber of Commerce, Inc. regarding the lease of Town-owned property located at 13251 N. Lon Adams Road (Terry Rozema)

C4 Resolution No. 2025-107: Relating to Real Property; approving and authorizing the Town Engineer to execute a Non-Exclusive Electrical Right of Way Easement in favor of Tucson Electric Power Company across Town-owned property located within the Saguaro Bloom Community Park (George Cardieri)

C5 Resolution No. 2025-108: Relating to Procurement; approving a change order to the contract with Psomas Inc. in the amount of $91,516.00 for the Tangerine Road Widening, Phase 2A project (ST098); authorizing the transfer of appropriations, if necessary, for the change order; authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order; and approving and ratifying past change orders related to the contract with Psomas Inc. for the Tangerine Road Widening, Phase 2A project (Fausto Burruel)

C6 Approval of Regular Town Council Meeting Summary Minutes of November 4, 2025 (Jill McCleary)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a location / owner transfer series #07 Beer and Wine Bar liquor license submitted by Kevin Arnold Kramber on behalf of Glam Boss Nail Bar, located at 3930 West Ina Road Suites 314 and 318, Tucson, Arizona, 85741 (Jill McCleary)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2025.023: Relating to Development; Amending Marana Town Code Title 17 "Land Development"; amending Chapter 17-6 (General and Miscellaneous Development Regulations) by adding new Section 17-6-15 entitled "Middle housing"; amending chapter 17-4 (Zoning) by making conforming amendments to sections 17-4-2 (Use matrix), 17-4-3 (Use conditions matrix), and 17-4-9 (Mixed-use zoning districts); approving the housing impact statement pertaining to this ordinance; and designating an effective date (Jane Fairall)

Resolution No. 2025-109: Relating to Land Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2025.023, revisions to Title 17 "Land Development" of the Marana Town Code amending Chapter 17-6 (General and Miscellaneous Development Regulations) by adding new Section 17-6-15 entitled "Middle housing";

amending chapter 17-4 (Zoning) by making conforming amendments to sections 17-4-2 (Use matrix), 17-4-3 (Use conditions matrix), and 17-4-9 (Mixed-use zoning districts); approving the housing impact statement pertaining to this ordinance (Jane Fairall)

A2 PUBLIC HEARING: Ordinance No. 2025.024: Relating to Development; amending Marana Town Code Title 17 "Land Development"; amending Chapter 17-3 (Administration and Enforcement) by adding new section 17-3-4 (Development plans) and new section 17-3-5 (Site plans and design review plans); amending chapter 17-5 (Subdivisions) by amending Section 17-5-2 (Procedures) to allow administrative review and approval of final plats and plat amendments; adding new section 17-5-6 (Lot line adjustments, lot ties, and lot combinations); amending Chapter 17-19 (Silverbell Road Overlay Corridor District) by amending Section 17-19-10 (Silverbell Road Overlay Corridor District development plan procedures) to allow administrative review and approval of development plans in the Silverbell Road Overlay Corridor District; and designating an effective date (Matt Taylor)

Resolution No. 2025-110: Relating to Land Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2025.024, revisions to Title 17 "Land Development" of the Marana Town Code; amending Chapter 17-3 (Administration and Enforcement) by adding new section 17-3-4 (Development plans) and new section 17-3-5 (Site plans and design review plans); amending chapter 17-5 (Subdivisions) by amending Section 17-5-2 (Procedures) to allow administrative review and approval of final plats and plat amendments; adding new section 17-5-6 (Lot line adjustments, lot ties, and lot combinations); amending Chapter 17-19 (Silverbell Road Overlay Corridor District) by amending Section 17-19-10 (Silverbell Road Overlay Corridor District development plan procedures) to allow administrative review and approval of development plans in the Silverbell Road Overlay Corridor District (Matt Taylor)

A3 Resolution No. 2025-111: Relating to Development; adopting a notice of intent to enter into a retail development tax incentive agreement for the Marana Urban LLC downtown development project proposed to be located east of Marana Main Street and north of Civic Center Drive (Jane Fairall)

A4 Resolution No. 2025-112: Relating to Development; approving and authorizing the Mayor to execute the Amended and Restated Cascada Development Agreement, a retail development tax incentive agreement, for the development of approximately 752.5 acres of land located east of I-10 and north of Twin Peaks Road (Jane Fairall)

A5 Resolution No. 2025-113: Relating to Public Works; approving and authorizing the Mayor to sign an Amendment to the Acquisition Agreement & Administrative Settlement with Preot LLC regarding the acquisition of property for the Twin Peaks Rattlesnake Pass Improvement Project, Town of Marana Project No. ST073, and authorizing Town staff to execute all other documentation necessary to meet the terms and conditions of the agreement (George Cardieri)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **P1**

Meeting Date: 11/18/2025

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: November 18, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Budget; presentation of first quarter results (July-September) for the Town's General Fund and other selected major funds for the 2025-2026 fiscal year (Yiannis Kalaitzidis)

Discussion:

The purpose of this item is to present a summary of the Town's first quarter financial results (July-September) for the Town's General Fund and other selected major funds for fiscal year 2025-2026. It is important to note that these results are preliminary, unaudited and subject to change based upon adjusting entries, as necessary. The attached provides a high-level revenue and expenditure summary at the end of the current quarter.

Revenue

Overall, revenues are within or above expectations for all funds at this time of the year.

- Revenues for the General Fund are within expectations, with Charges for Services better than anticipated due to increased membership revenue at the MARC.
- HURF fund is within expectations with revenues consistent with prior year revenues for the first quarter.
- Bed Tax Fund revenues are within expectations. Overall, hotel activity has shown a slight increase in the first quarter, but remains consistent with prior year trends.
- Half Cent Sales Tax fund revenues which are being used to pay off the financing for the MARC continue to average collections in excess of $600,000 per month since its inception as retail sales taxes remain strong through the first quarter.
- Transportation fund revenues are significantly above expectations as we continue to experience a high level of construction activity.

- Charges for services revenues in the enterprise funds are within or above expectations for this time of year, except for the Airport Fund. Airport revenues are less than expected based on the timing of lease and fuel revenue.

Additional detail on these variances is included within the visualization slides attached to this item.

Expenditures

Expenditures in all funds are at or below expectations. This is partly due to the timing of one-time projects and programs which are expected to occur in future quarters.

- The Water and Water reclamation funds expenditures are within expectations for the first quarter. Amounts included debt service payments that happen during the first quarter of the fiscal year.

Staff Recommendation:

Presentation of first quarter results only.

Suggested Motion:

Presentation of first quarter results only.

Attachments

1st Quarter Financial Brief

Financial Brief: First Quarter

Fiscal Year

2025 – 2026

Prepared by: Finance Department

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FISCAL YEAR 2025 - 2026 FIRST QUARTER FINANCIAL BRIEF

This financial brief is intended to provide a broad overview and status of revenues and expenditures for the Town's selected major funds through the first quarter of fiscal year 2026 (July 2025 - September 2025). Major funds included in this financial brief are the General Fund, Highway User Revenue Fund (HURF), Bed Tax Fund, Half Cent Sales Tax Fund and Transportation Fund. Also included are the Airport, Water, and Water Reclamation enterprise funds. Please note that all amounts are preliminary, unaudited and subject to change based upon adjusting entries, as necessary.

The table below shows an overview for each fund.

	REVENUES			EXPENDITURES			OVER/UNDER
Fund	FY 2026 Budget	Actual	% Budget	FY 2026 Budget	Actual	% Budget	YTD Over/Under
GENERAL FUND	87,294,739	23,173,914	27%	110,494,773	16,894,099	15%	6,279,815
HURF	5,197,296	1,172,367	23%	7,492,283	680,765	9%	491,602
TRANSPORTATION FUND	16,046,522	5,358,379	33%	23,793,502	1,788,793	8%	3,569,586
BED TAX FUND	1,850,000	297,443	16%	2,809,164	127,307	5%	170,136
1/2 CENT SALES TAX	7,976,682	1,995,869	25%	4,093,500	10,807	0%	1,985,062
WATER FUND	14,093,660	2,788,421	20%	16,099,181	3,014,483	19%	-226,062
WATER RECLAMATION FUND	6,987,684	1,018,758	15%	13,566,761	1,480,175	11%	-461,417
AIRPORT FUND	743,484	9,799	1%	743,484	110,234	15%	-100,435

Click HERE for a User Guide and FAQ about this report

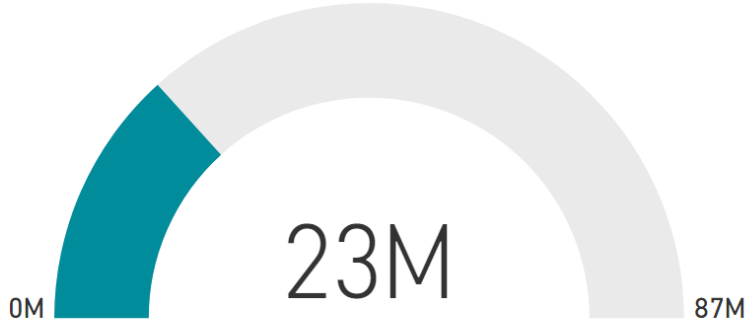
FY 2025-2026 FIRST QUARTER: GENERAL FUND

REVENUES

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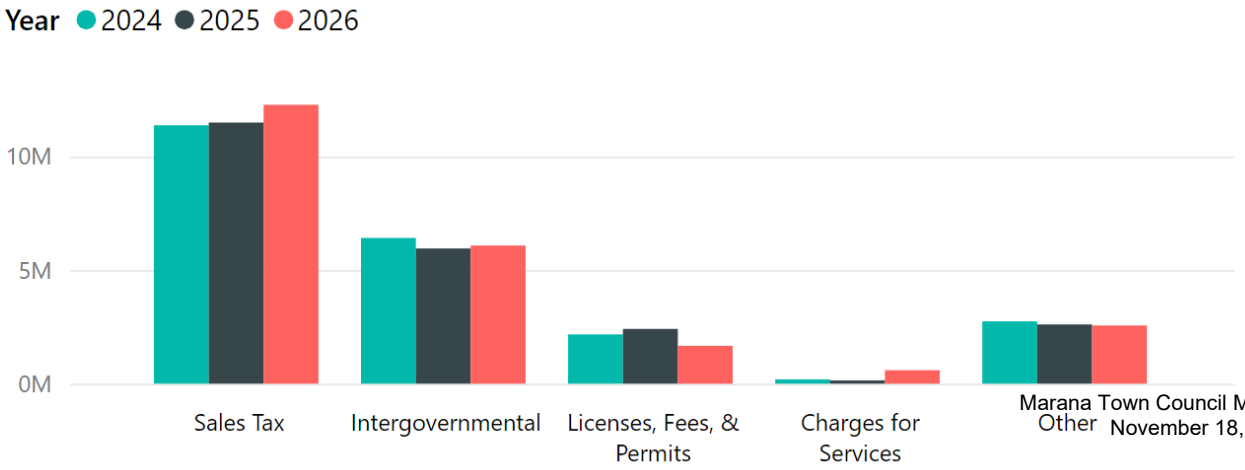
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Sales Tax	46,589,787	12,274,562	26%
Intergovernmental	24,076,666	6,080,151	25%
Licenses, Fees, & Permits	6,345,000	1,665,718	26%
Charges for Services	1,395,461	593,086	43%
Other	8,887,825	2,560,397	29%
Total	**87,294,739**	**23,173,914**	**27%**



General Fund Relevant Information

The General Fund is the Town's primary operating fund. Sales Tax, Intergovernmental Revenues and Licenses, Fees, & Permits make up nearly 90% of budgeted revenues for the fund. Overall, collections meet expectations through the first quarter of FY2026. Sales tax revenues are in line with budget due to continued economic stability. Intergovernmental revenues include amounts received from the State's shared revenue program and are distributed based upon population estimates and economic conditions. Licenses, Fees, & Permits also continue to meet budgeted amounts. Charges for Services is greater due to increased membership revenue at the MARC. Other revenues include investment income earnings.



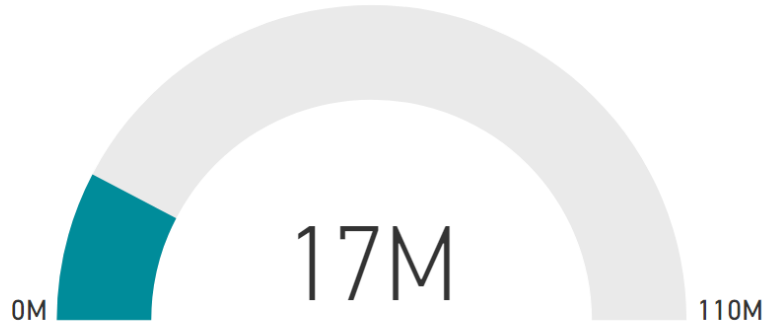
Category	2024	2025	2026
Sales Tax	11,372,599	11,492,189	12,274,562
Intergovernmental	6,413,488	5,950,599	6,080,151
Licenses, Fees, & Permits	2,168,260	2,410,650	1,665,718
Charges for Services	189,150	145,702	593,086
Other	2,744,365	2,606,688	2,560,397
Total	**22,887,863**	**22,605,827**	**23,173,914**

FY 2025-2026 FIRST QUARTER: GENERAL FUND

EXPENSES

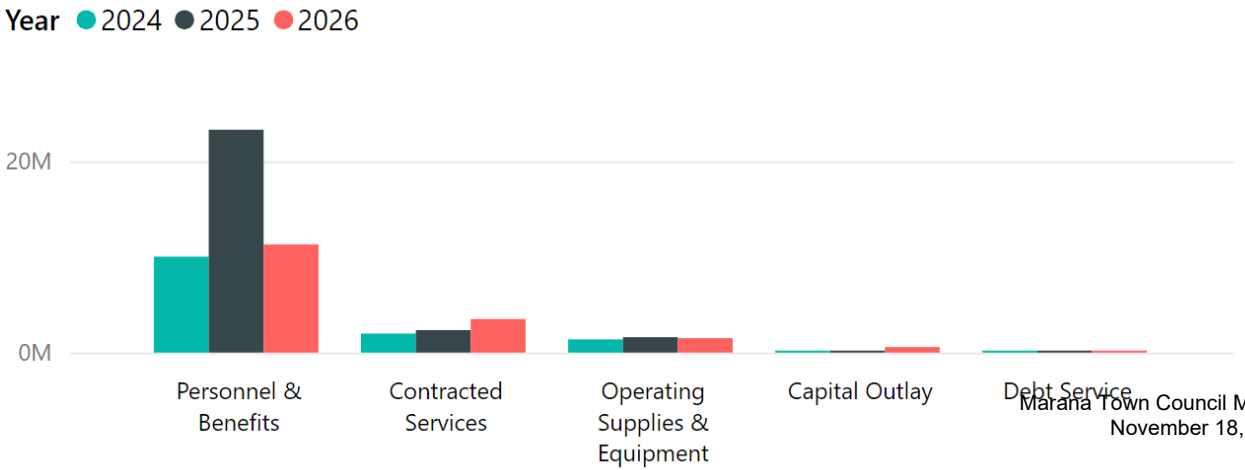
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- EXPENSES
- REVENUES

Category	FY 2026 Budget	Actual	% Budget
Personnel & Benefits	51,441,400	11,299,835	22%
Contracted Services	15,862,612	3,504,174	22%
Operating Supplies & Equipment	16,302,034	1,506,572	9%
Capital Outlay	10,759,423	575,830	5%
Debt Service	84,000	7,687	9%
Other Financing Uses	16,045,304		
Total	**110,494,773**	**16,894,099**	**15%**



General Fund Relevant Information

General Fund expenses through the first quarter of FY2026 overall are as anticipated. Personnel & Benefits expenses are in line with expectations. Capital Outlay is associated with several projects and capital equipment purchases, many of which will occur later in the fiscal year. Other Financing Uses is related to budgeted transfers for debt service and capital projects, as well as $2.18 million in restricted budget, most of which is for possible land purchases.



Category	2024	2025	2026
Personnel & Benefits	10,025,939	23,294,112	11,299,835
Contracted Services	1,987,091	2,347,054	3,504,174
Operating Supplies & Equipment	1,376,333	1,608,857	1,506,572
Capital Outlay	32,120	151,793	575,830
Debt Service	9,828	7,352	7,687
Other Financing Uses	158,801	2,000	
Total	**13,590,112**	**27,411,169**	**16,894,099**

FY 2025-2026 FIRST QUARTER: HURF

REVENUES

Select Revenue or Expense

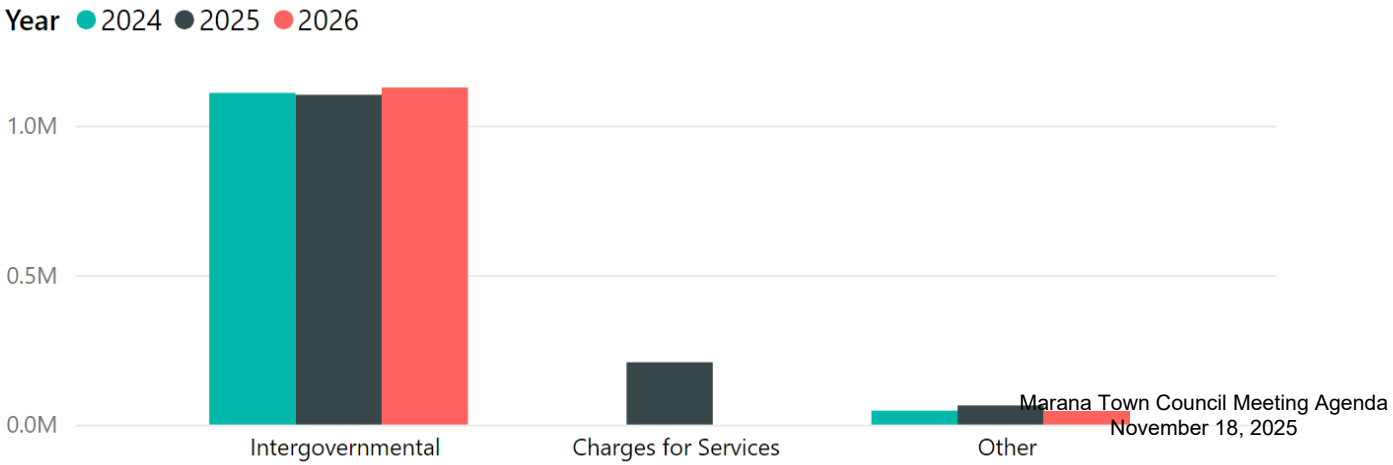
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Intergovernmental	4,857,296	1,126,858	23%
Charges for Services	230,000	0	0%
Other	110,000	45,509	41%
Total	**5,197,296**	**1,172,367**	**23%**



HURF Relevant Information

The Highway User Revenue Fund or HURF is set by the collection of fees and taxes from users of the State's roads and highways which the State collects. Cities and towns receive a percentage of revenues based on population estimates and gasoline sales within each county. First quarter HURF revenue collections meet budgeted expectations when excluding revenues from charges for services. Charges for Services are payments in lieu of fees collected from third parties to be expended for the preservation of roads. Significantly higher than anticipated investment income is the result of investment decisions from the prior year and higher than anticipated rates.



Category	2024	2025	2026
Intergovernmental	1,108,683	1,102,248	1,126,858
Charges for Services		208,197	0
Other	46,270	63,799	45,509
Total	**1,154,952**	**1,374,244**	**1,172,367**

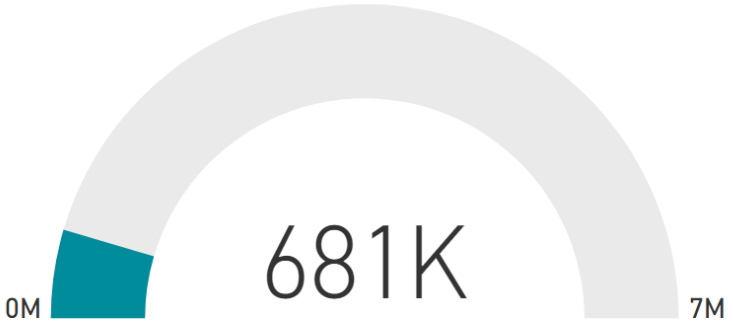
FY 2025-2026 FIRST QUARTER: HURF

EXPENSES

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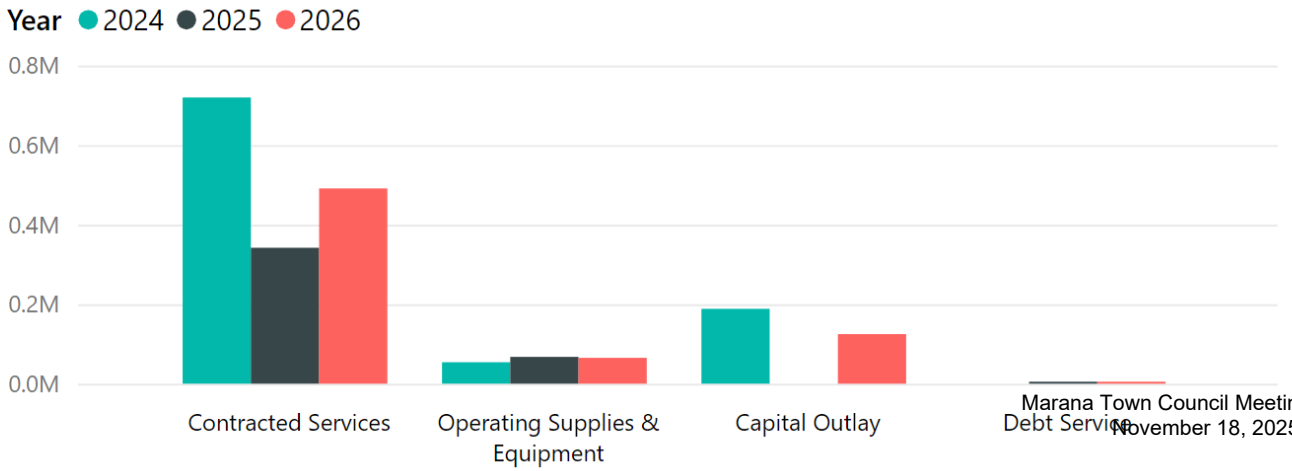
- ■ EXPENSES
- □ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Contracted Services	6,382,943	490,995	8%
Operating Supplies & Equipment	389,340	64,976	17%
Capital Outlay	520,000	124,622	24%
Debt Service	0	172	0%
Other Financing Uses	200,000		
Total	**7,492,283**	**680,765**	**9%**



HURF Relevant Information

HURF expenses are overall below budgeted amounts through the first quarter of FY2026. Contracted Services reflects expenses for the Town's Pavement Preservation program which will occur later in the year. Operating Supplies & Equipment expenses to date are below budgeted expectations but comparable to prior year activity. Capital Outlay is associated with construction and vehicle and equipment purchases. Other Financing Uses reflect restricted budget for possible monsoon storm damage or other unanticipated needs.



Category	2024	2025	2026
Contracted Services	719,718	341,793	490,995
Operating Supplies & Equipment	53,928	67,394	64,976
Capital Outlay	188,232		124,622
Debt Service		178	172
Total	**961,878**	**409,365**	**680,765**

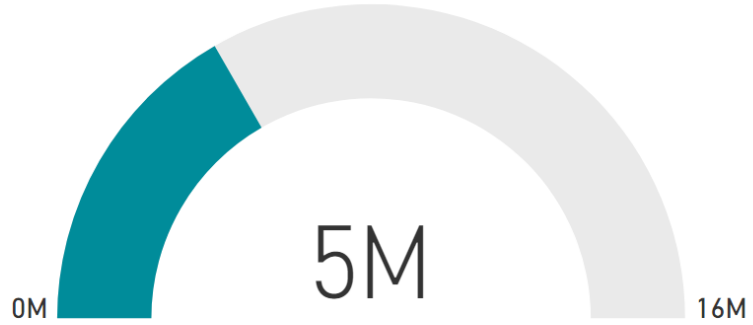
FY 2025-2026 FIRST QUARTER: TRANSPORTATION FUND

REVENUES

Select Revenue or Expense

- ☐ EXPENSES
- ■ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Sales Tax	15,146,522	5,169,912	34%
Other	900,000	188,466	21%
Total	**16,046,522**	**5,358,379**	**33%**



Transportation Fund Relevant Information

The Transportation Fund comprises 75% of all contracting taxes collected by the Town and is used for new road construction and reconstruction projects. First quarter revenue collections are exceeding budget expectations to date due to stronger than anticipated construction activity throughout the Town. Other revenue includes investment income and planned transfers.



Category	2024	2025	2026
Sales Tax	4,758,433	4,344,298	5,169,912
Other	83,928	968,099	188,466
Total	**4,842,361**	**5,312,398**	**5,358,379**

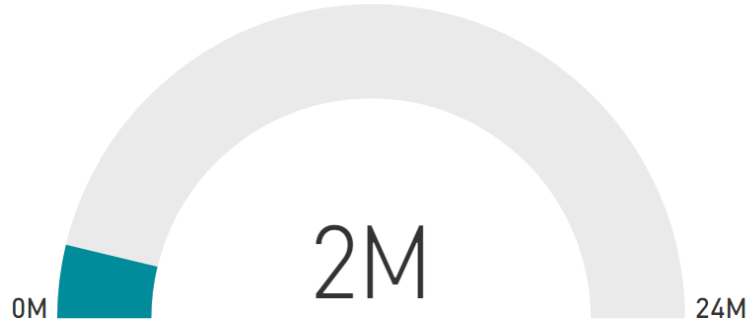
FY 2025-2026 FIRST QUARTER: TRANSPORTATION FUND

EXPENSES

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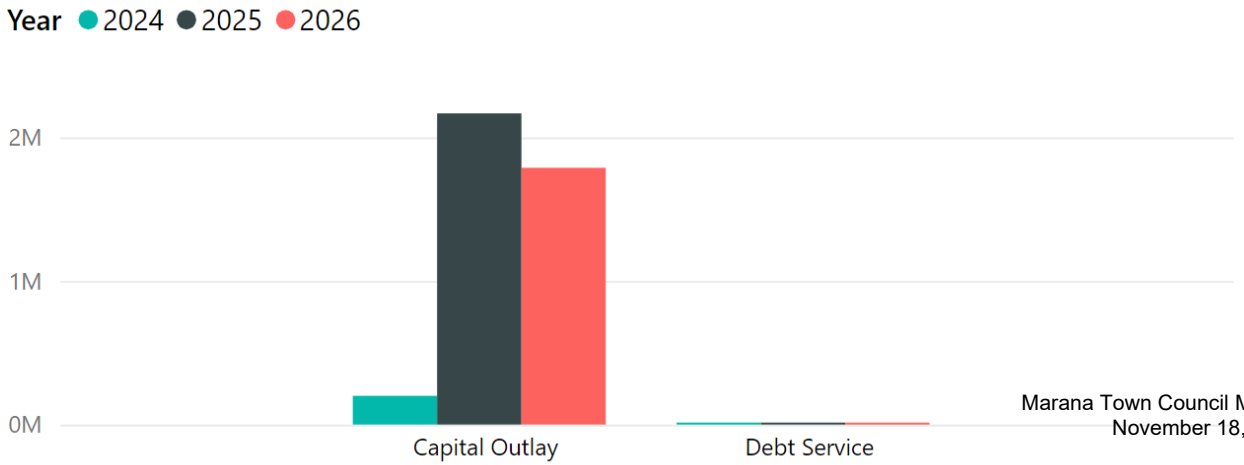
- ■ EXPENSES
- □ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Operating Supplies & Equipment	650,000		
Capital Outlay	22,258,522	1,788,108	8%
Debt Service	20,000	686	3%
Other Financing Uses	864,980		
Total	**23,793,502**	**1,788,793**	**8%**



Transportation Fund Relevant Information

Overall, Transportation Fund expenses are below budgeted levels through the first quarter of FY2026. Operating Supplies & Equipment is associated with ongoing developer reimbursements paid on a semi-annual basis. Capital Outlay is associated with multi-year CIP projects, including Tangerine Farms Road extension and Twin Peaks Road & Rattlesnake Pass widening. Other Financing Uses is associated with planned transfers related to debt service.



Category	2024	2025	2026
Capital Outlay	**199,761**	**2,167,000**	**1,788,108**
Debt Service	**1,343**	**1,003**	**686**
Total	**201,103**	**2,168,002**	**1,788,793**

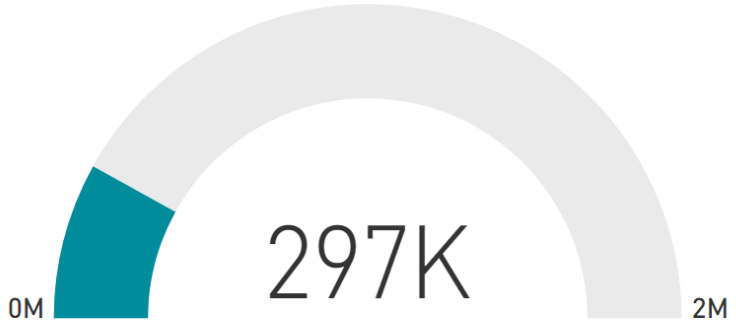
FY 2025-2026 FIRST QUARTER: BED TAX FUND

REVENUES

Select Revenue or Expense

- ☐ EXPENSES
- ■ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Sales Tax	1,850,000	297,443	16%
Total	**1,850,000**	**297,443**	**16%**



Bed Tax Fund Relevant Information

The Bed Tax Fund accounts for the collection of the discriminatory portion of revenues restricted for tourism initiatives. First quarter revenue collections for FY2026 are similar to previous years' and in line with expectations. Collections typically increase in the second and third quarters of the year.



Category	2024	2025	2026
Sales Tax	220,687	285,977	297,443
Total	**220,687**	**285,977**	**297,443**

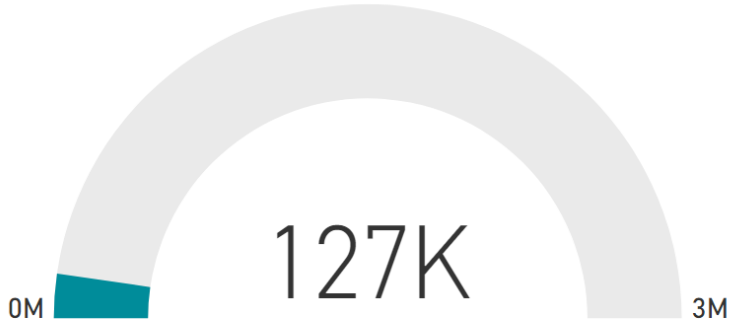
FY 2025-2026 FIRST QUARTER: BED TAX FUND

EXPENSES

Select Revenue or Expense

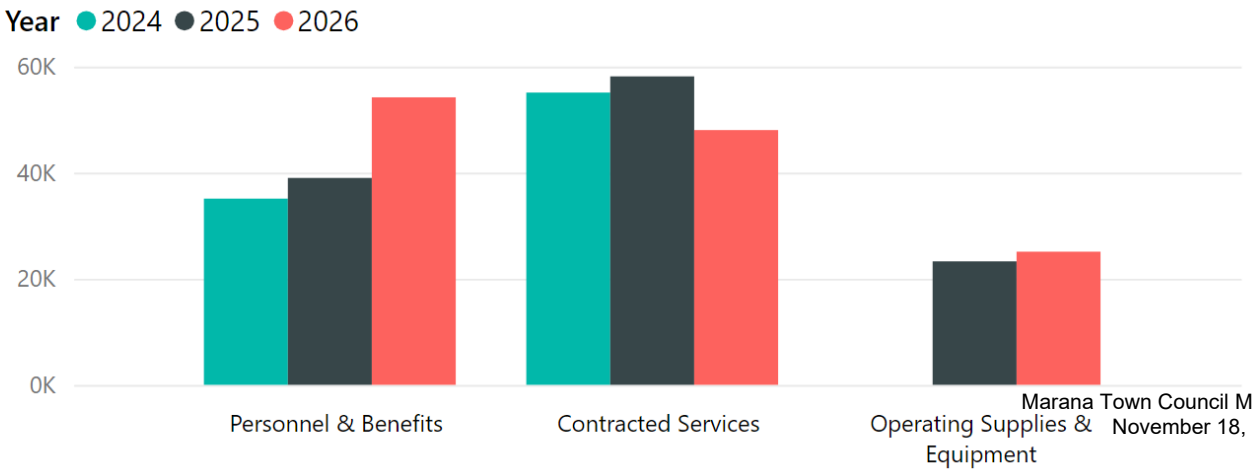
- ■ EXPENSES
- □ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Personnel & Benefits	282,005	54,195	19%
Contracted Services	1,332,314	48,011	4%
Operating Supplies & Equipment	194,845	25,101	13%
Other Financing Uses	1,000,000		
Total	**2,809,164**	**127,307**	**5%**



Bed Tax Fund Relevant Information

The Bed Tax Fund spending is as expected through the first quarter of FY2026. Contracted Services is primarily related to the annual State Land lease payment, which is normally paid in the second quarter, and also includes planned advertising costs in support of tourism activities. Operating Supplies & Equipment includes developer rebates. Other Financing Uses is restricted budget for unanticipated needs and includes $1,000,000 for future tourism related opportunities not yet identified by the department.



Category	2024	2025	2026
Personnel & Benefits	35,098	39,001	54,195
Contracted Services	55,094	58,145	48,011
Operating Supplies & Equipment		23,277	25,101
Total	**90,192**	**120,423**	**127,307**

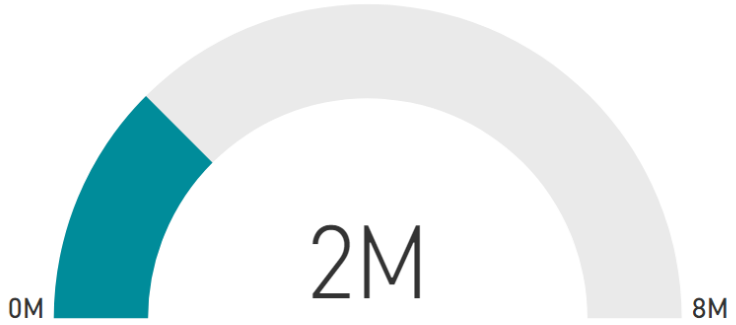
FY 2025-2026 FIRST QUARTER: HALF CENT SALES TAX FUND

REVENUES

Select Revenue or Expense

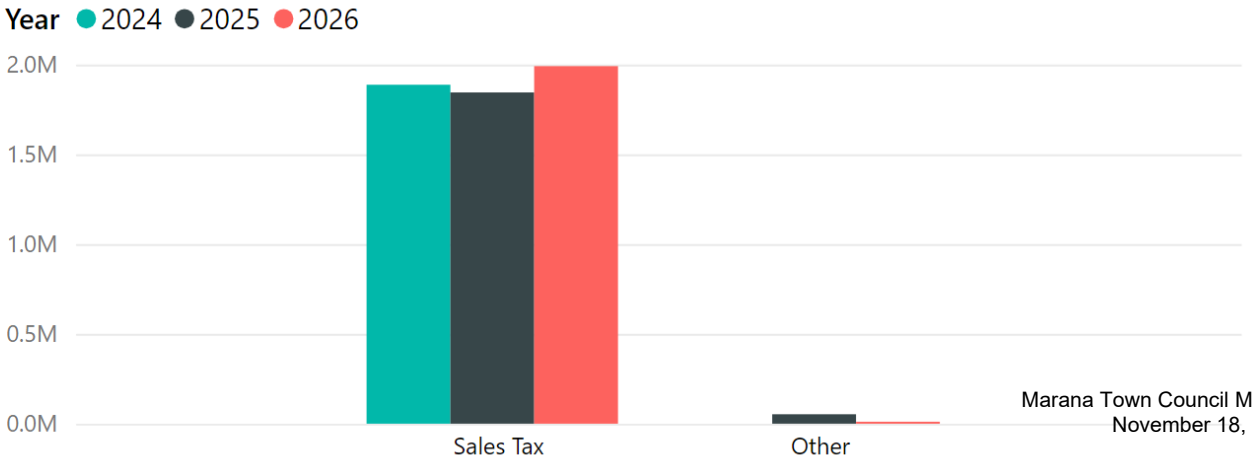
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Sales Tax	7,876,682	1,991,174	25%
Other	100,000	4,695	5%
Total	7,976,682	1,995,869	25%



1/2 Cent Sales Tax Fund Relevant Information

Town Council adopted Ordinance 2021.022 to amend the Town Tax Code by increasing the tax rate on certain activities by one-half cent for the Marana Aquatic and Recreation Center. Collections through the first quarter of the fiscal year continue to meet expectations and continue to average more than $600,000 per month. Other revenues are related to investment income.



Category	2024	2025	2026
Other		52,433	4,695
Sales Tax	1,887,520	1,844,641	1,991,174
Total	1,887,520	1,897,075	1,995,869

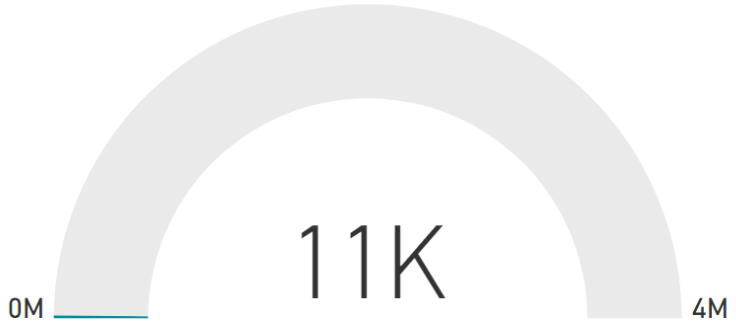
FY 2025-2026 FIRST QUARTER: HALF CENT SALES TAX FUND

EXPENSES

Select Revenue or Expense

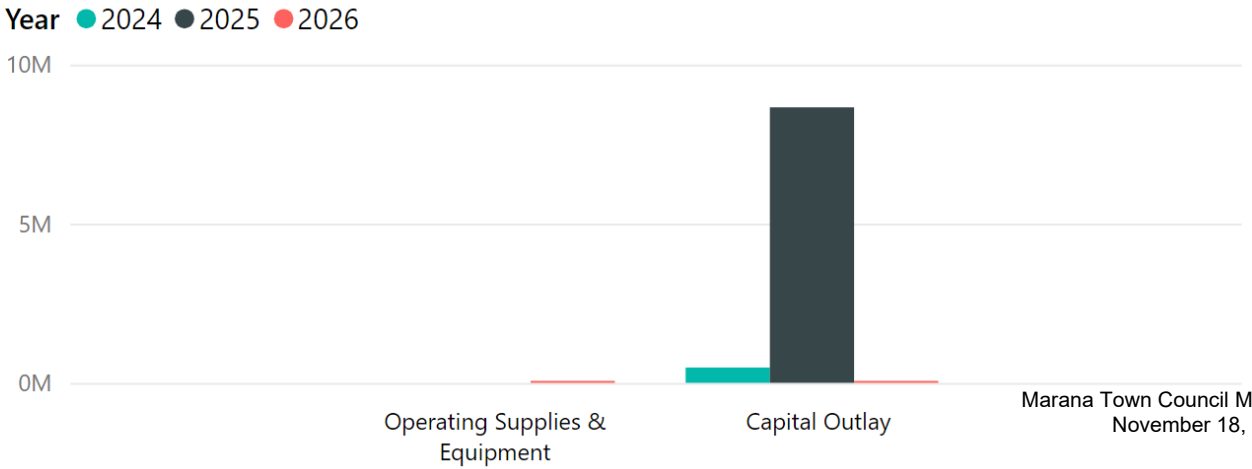
- ■ EXPENSES
- □ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Operating Supplies & Equipment	0	2,038	0%
Capital Outlay	500,000	8,769	2%
Other Financing Uses	3,593,500		
Total	**4,093,500**	**10,807**	**0%**



1/2 Cent Sales Tax Fund Relevant Information

The FY2026 budget is associated with the design, construction and equipping of the Marana Aquatic and Recreation Center. Construction of the facility began in the second quarter of FY2024 and was completed and opened to the public in the last quarter of FY2025. Capital Outlay costs reflect final payments for the close out of the facility's construction activities. Other Financing Uses is related to interfund transfers for principal and interest payments associated with debt issued to pay for the facility's construction.



Category	2024	2025	2026
Capital Outlay	480,367	8,655,268	8,769
Operating Supplies & Equipment			2,038
Total	**480,367**	**8,655,268**	**10,807**

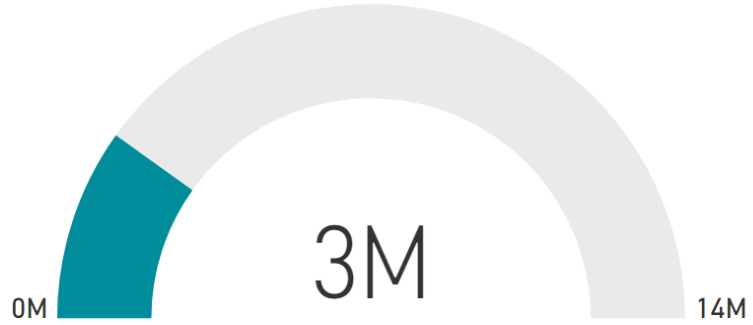
FY 2025-2026 FIRST QUARTER: WATER OPERATING FUND

REVENUES

Select Revenue or Expense

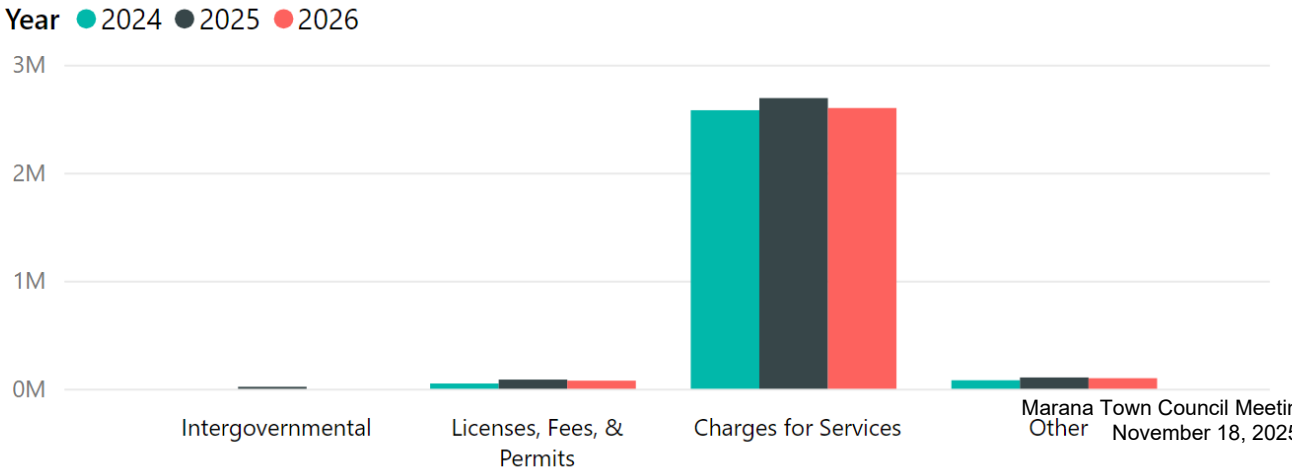
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Intergovernmental	1,432,045	0	0%
Licenses, Fees, & Permits	241,867	74,860	31%
Charges for Services	10,816,076	2,615,888	24%
Other	1,603,672	97,672	6%
Total	**14,093,660**	**2,788,421**	**20%**



Water Fund Relevant Information

The current rates and fees for Marana Water customers can be found at - http://www.maranaaz.gov/water-rates-and-fees. Charges for Services (water sales) comprise the majority of the revenue for the fund. Revenue collections through the first quarter of FY2026 meet budget expectations. Intergovernmental includes anticipated revenues from WIFA and other grants, which are recorded on a reimbursement basis, as well as water credits. Other revenue is primarily comprised of interfund transfers used for debt service payments.



Category	2024	2025	2026
Intergovernmental		1,948	0
Licenses, Fees, & Permits	48,623	84,897	74,860
Charges for Services	2,599,560	2,707,296	2,615,888
Other	78,504	106,162	97,672
Total	**2,726,688**	**2,900,303**	**2,788,421**

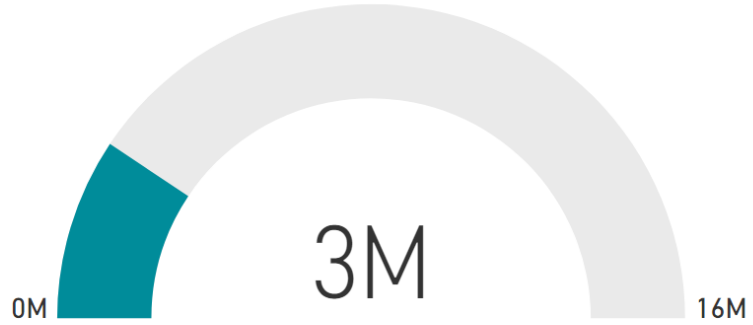
FY 2025-2026 FIRST QUARTER: WATER OPERATING FUND

EXPENSES

Select Revenue or Expense

- ■ EXPENSES
- □ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Personnel & Benefits	3,902,337	720,887	18%
Contracted Services	3,695,922	438,188	12%
Operating Supplies & Equipment	3,055,313	669,021	22%
Capital Outlay	381,600		
Debt Service	1,564,009	1,186,387	76%
Other Financing Uses	3,500,000		
Total	**16,099,181**	**3,014,483**	**19%**



Water Fund Relevant Information

Overall, FY2026 first quarter expenses for the Water Operating Fund are below budget levels but within expectations. Personnel & Benefits are below expectations due to higher than anticipated turnover. Capital Outlay budget is for vehicle purchases planned for later in the year. Debt Service is related to WIFA loan and bond payments during FY2026. Capital costs associated with infrastructure and CIP projects are captured in separate funds. Other Financing Uses is associated with transfers to the Water Capital Fund for the construction of capital projects.



Category	2024	2025	2026
Personnel & Benefits	701,461	631,401	720,887
Contracted Services	204,882	358,962	438,188
Operating Supplies & Equipment	543,867	580,547	669,021
Debt Service	979,203	1,004,823	1,186,387
Total	**2,429,412**	**2,575,733**	**3,014,483**

FY 2025-2026 FIRST QUARTER: WATER RECLAMATION OPERATING FUND

REVENUES

Select Revenue or Expense

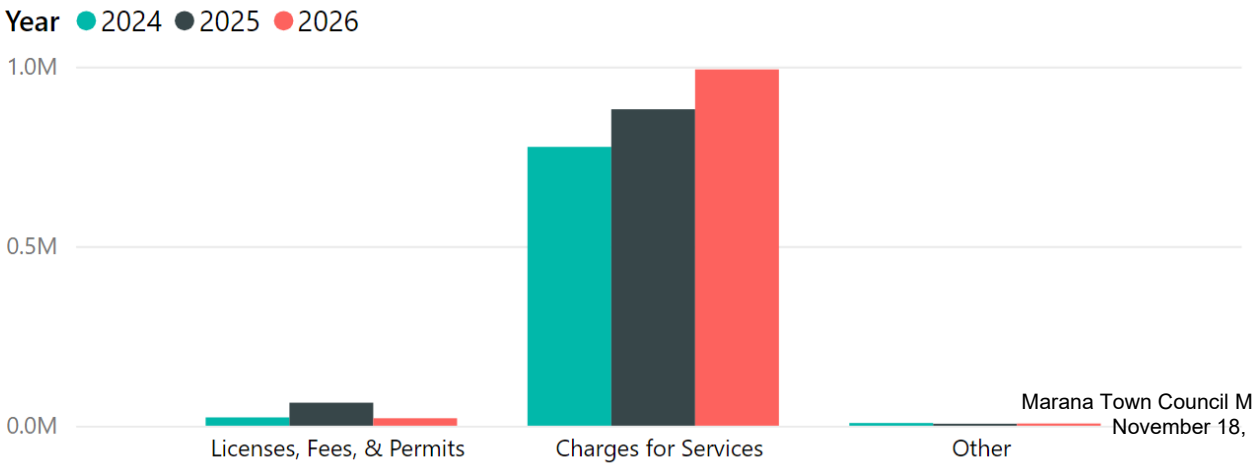
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Licenses, Fees, & Permits	171,574	20,707	12%
Charges for Services	3,913,726	992,013	25%
Other	2,902,384	6,038	0%
Total	**6,987,684**	**1,018,758**	**15%**



Water Reclamation Fund Relevant Information

The current rates and fees for Marana Sewer customers can be found at - http://www.maranaaz.gov/water-rates-and-fees. Charges for Services (sewer rates) comprise the majority of the revenue for the fund. Overall, FY2026 first quarter revenue collections meet expectations. Licenses, Fees and Permits were lower in the first quarter but future permit issuances are anticipated in the next quarters to increase future revenues. Other planned revenue is primarily related to budgeted transfers between funds for debt service payments.



Category	2024	2025	2026
Licenses, Fees, & Permits	23,032	64,009	20,707
Charges for Services	776,288	881,058	992,013
Other	7,434	6,764	6,038
Total	**806,754**	**951,831**	**1,018,758**

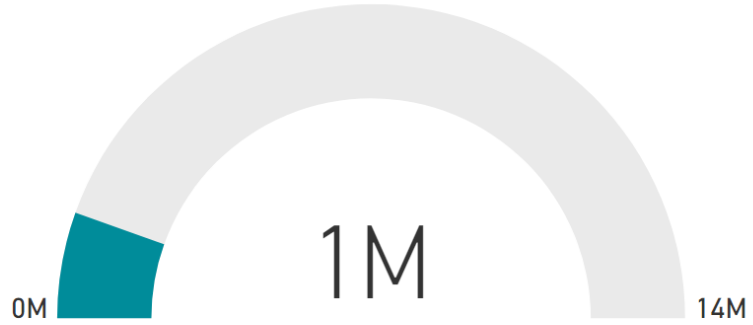
FY 2025-2026 FIRST QUARTER: WATER RECLAMATION OPERATING FUND

EXPENSES

Select Revenue or Expense

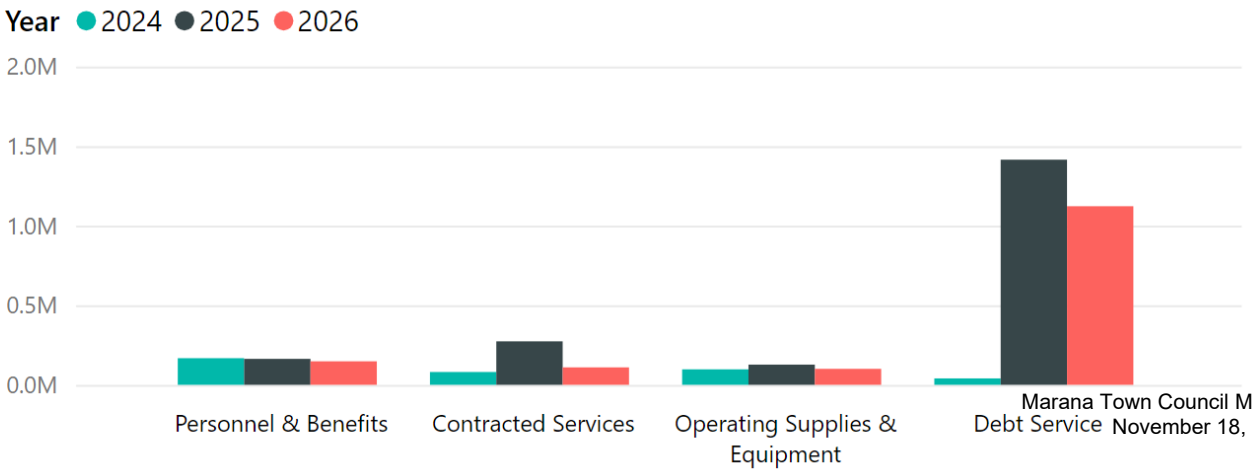
- EXPENSES
- REVENUES

Category	FY 2026 Budget	Actual	% Budget
Personnel & Benefits	872,834	147,741	17%
Contracted Services	1,894,650	109,715	6%
Operating Supplies & Equipment	598,172	100,466	17%
Capital Outlay	222,000		
Debt Service	2,500,932	1,122,254	45%
Other Financing Uses	7,466,378		
Total	**13,554,966**	**1,480,175**	**11%**



Water Reclamation Fund Relevant Information

Overall, first quarter expenses for the Water Reclamation Operating Fund are below budget expectations. Contracted Services expenses are currently down from last year due to a one-time service of equipment required in fiscal year 2025. However, expenses are expected to increase throughout the year. Debt Service is related to annual WIFA loan and bond payments. Capital costs associated with infrastructure and CIP projects are captured in separate funds. Other Financing Uses is associated with transfers for capital improvement projects.



Category	2024	2025	2026
Personnel & Benefits	167,355	163,172	147,741
Contracted Services	80,593	273,289	109,715
Operating Supplies & Equipment	97,316	126,969	100,466
Debt Service	40,329	1,414,741	1,122,254
Total	**385,593**	**1,978,171**	**1,480,175**

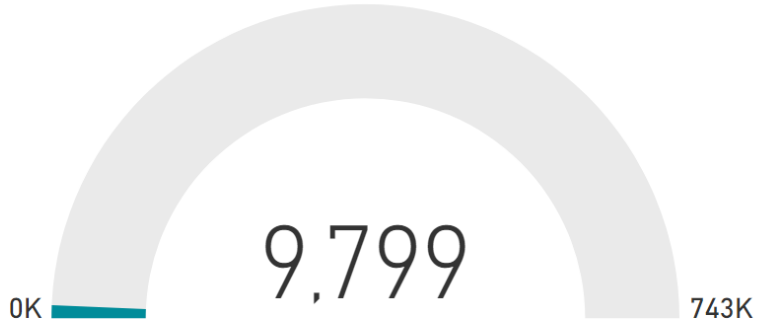
FY 2025-2026 FIRST QUARTER: AIRPORT OPERATING FUND

REVENUES

Select Revenue or Expense

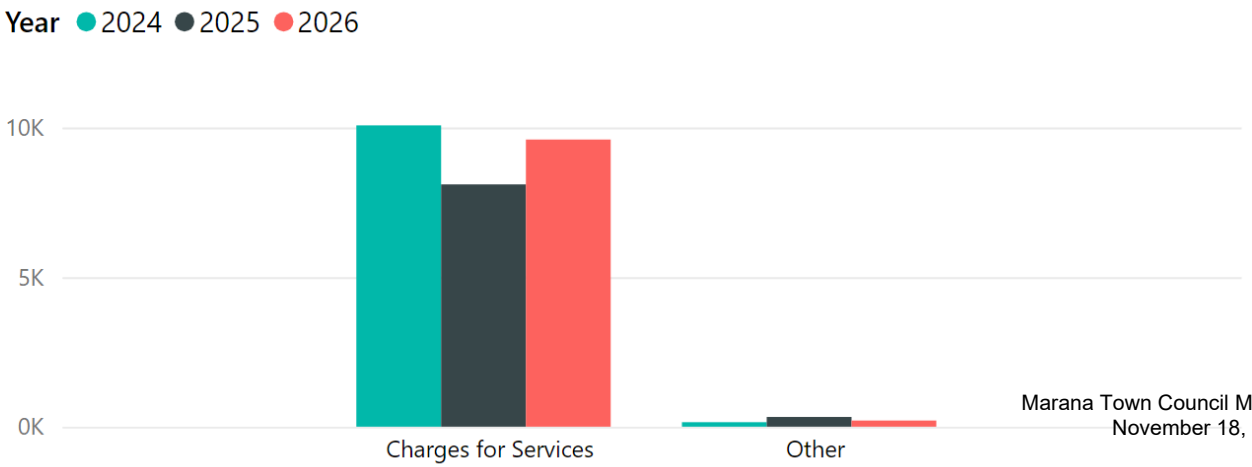
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Charges for Services	406,836	9,594	2%
Other	336,648	205	0%
Total	743,484	9,799	1%



Airport Fund Relevant Information

Overall, first quarter revenue collections for the Airport Fund are in line with expectations. Revenues will grow in the second quarter as fuel and lease payments begin to be collected. Other revenue is primarily comprised of miscellaneous revenues and transfers between funds scheduled to be completed as the Town reconciles and closes the books at the end of the fiscal year.



Category	2024	2025	2026
Charges for Services	10,068	8,096	9,594
Other	150	325	205
Total	10,218	8,421	9,799

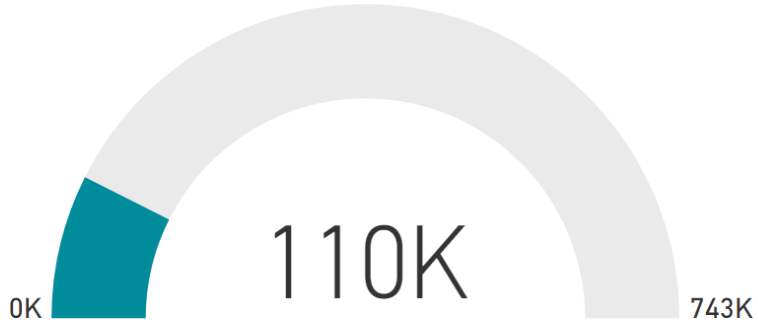
FY 2025-2026 FIRST QUARTER: AIRPORT OPERATING FUND

EXPENSES

Select Revenue or Expense

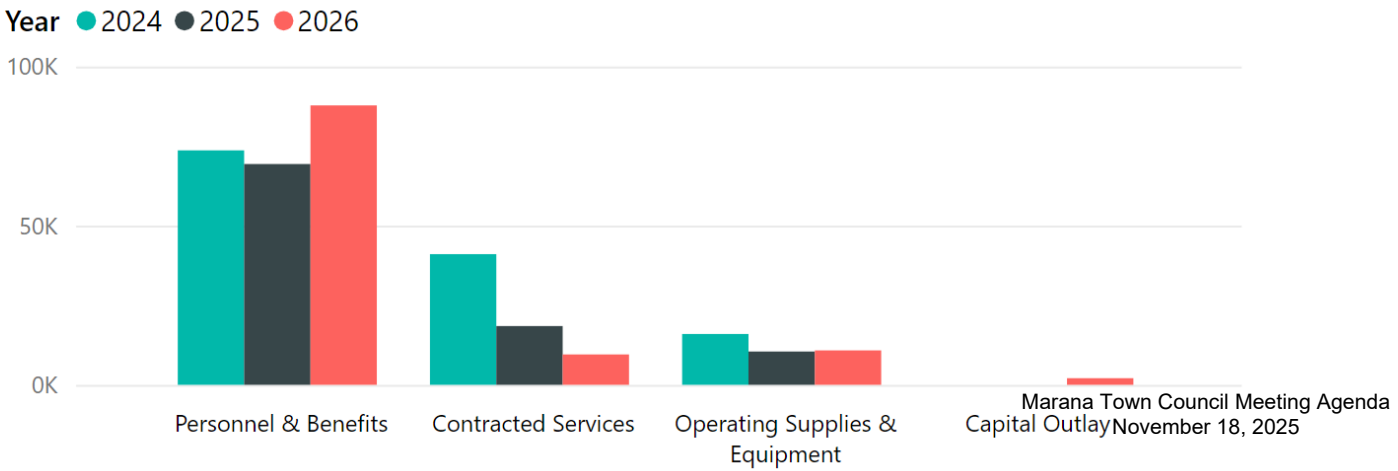
- ■ EXPENSES
- □ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Personnel & Benefits	421,394	87,790	21%
Contracted Services	196,950	9,546	5%
Operating Supplies & Equipment	70,140	10,817	15%
Capital Outlay	55,000	2,082	4%
Total	743,484	110,234	15%



Airport Fund Relevant Information

Overall, expenses for the Airport Fund meet expectations through the first quarter of FY2026. Contracted Services is primarily related to general maintenance and was less than anticipated to date but expected to increase in future months. Costs related to CIP projects are captured in other funds.



Category	2024	2025	2026
Personnel & Benefits	73,663	69,372	87,790
Contracted Services	41,059	18,468	9,546
Operating Supplies & Equipment	15,974	10,465	10,817
Capital Outlay			2,082
Total	130,696	98,305	110,234

Council-Regular Meeting **C1**

Meeting Date: 11/18/2025

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: November 18, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-104: Relating to Budget; approving the transfer of $860,000 in budgeted expenditure authority from the General Fund contingency line item to the developer rebates line item in the South Benefit Transportation impact fee fund, in the fiscal year 2024-2025 budget (Yiannis Kalaitzidis)

Discussion:

The budget for fiscal year 2024-2025 was adopted on June 18, 2024, and set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds. Council approval is required for budgetary transfers between General Fund departments, between funds, and for any transfer of contingency. The purpose of this item is to request a transfer of General Fund contingency to the South Benefit Transportation impact fee fund, which exceeded its legal level of budgetary control due to unanticipated costs. The requested transfer of budgeted expenditure authority between the General Fund and the South Benefit Transportation impact fee fund will not transfer cash between funds. There are adequate cash balances in the South Benefit Transportation impact fee fund to cover these unanticipated costs. This item is part of the normal year-end annual closing and reconciliation process. The following provides additional detail on those costs.

Developer impact fee reimbursements due earlier than anticipated

As part of the Twin Peaks Road, Rattlesnake Pass Widening road project, the Town entered into an agreement that provides that once the developer paid the Town for the developer's share of the project's costs, the Town would then in turn distribute impact fee reimbursements to the developer as per the terms of the agreement. Based on the

initial timing of the project, these reimbursements would have occurred over the course of two fiscal years. However, as the project was completed earlier than anticipated, the impact fee reimbursements became due in a single fiscal year. The impact of these earlier payments created a budget authority shortfall.

The unanticipated cost described above will be included within the Town's annual financial statements, which will be presented to Council in the near future, once the Town's external auditors complete their audit. If approved, the expenditure transfer of contingency described in this report will not increase overall, actual expenditures.

Financial Impact:

The requested budget adjustment does not increase the overall expenditure amount for the General Fund or the Town in whole. The transfer would only reallocate existing budgetary authority to the South Benefit Transportation impact fee fund budget.

Staff Recommendation:

Staff recommends approval of the budget transfer for unanticipated costs.

Suggested Motion:

I move to adopt Resolution No. 2025-104, approving the transfer of $860,000 in budgeted expenditure authority from the General Fund contingency line item to the developer rebates line item in the South Benefit Transportation impact fee fund, in the fiscal year 2024-2025 budget.

Attachments

Resolution No. 2025-104

MARANA RESOLUTION NO. 2025-104

RELATING TO BUDGET; APPROVING THE TRANSFER OF $860,000 IN BUDGETED EXPENDITURE AUTHORITY FROM THE GENERAL FUND CONTINGENCY LINE ITEM TO THE DEVELOPER REBATES LINE ITEM IN THE SOUTH BENEFIT TRANSPORTATION IMPACT FEE FUND, IN THE FISCAL YEAR 2024-2025 BUDGET

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

WHEREAS the South Benefit Transportation impact fee fund exceeded its legal level of budgetary expenditure authority due to unanticipated costs for the Twin Peaks Road, Rattlesnake Pass Widening road project; and

WHEREAS there are adequate cash balances in the South Benefit Transportation impact fee fund to cover these unanticipated costs; and

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

WHEREAS reallocations of budgetary amounts between the contingency line item in the General Fund to other line items are necessary from time to time; and

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

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

SECTION 1. The transfer of $860,000 in budgeted expenditure authority from the General Fund contingency line item to the developer rebates line item in the South Benefit Transportation impact fee fund in the fiscal year 2024-2025 budget is hereby approved.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of November, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 11/18/2025

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: November 18, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-105: Relating to Development; approving a final plat for Lot 14 of Moonlight Canyon at Saguaro Ranch Phase 2 and Lot 55 of Saguaro Ranch II, Lots 54-55 located approximately one mile north of the north terminus of Thornydale Road within a portion of Section 20, Township 11 South and Range 13 East (Brian D. Varney)

Discussion:

Request

Rick Engineering Company, Inc., representing the property owners, is requesting approval of a final plat for Lot 14 of Moonlight Canyon at Saguaro Ranch Phase 2 and Lot 55 of Saguaro Ranch II, Lots 54-55. The plat proposes to resubdivide Lot 14 of Moonlight Canyon at Saguaro Ranch Phase 2, Lots 1-38, Block 1, and Common Areas "A" and "C-1" and "C-2" and Lot 55 of Saguaro Ranch II, Lots 54-55 to realign the common property line of the two adjacent lots in order to allow access and utility service to Lot 55 from Aperture Drive rather than Ranheim Place resulting in less impact to the terrain of the lot and compliance with Tucson Water's remote meter policy allowing a water meter to be set off of the main in Aperture Drive.

Zoning and Land Use

The zoning of Moonlight Canyon at Saguaro Ranch Phase 2 is zoned 'SP' Saguaro Ranch Specific Plan, and the land use designation is Estate Lots per Marana Ordinance No. 2015.016. A minimum lot size of 36,000 square feet is required. The reconfigured Lot 14 measures 3.96 acres. The zoning of Saguaro Ranch II, Lots 54-55 is RD-180 per Marana Ordinance No. 2003.14, and the minimum required lot size is 180,000 square feet. The reconfigured Lot 55 measures 6.54 acres.

Access and Traffic Circulation
Access to both lots is proposed from Aperture Drive in Moonlight Canyon at Saguaro Ranch Phase 2. Aperture Drive is a private street and is maintained by the homeowner's association.

Design Exception Request
The applicant requested a design exception to Marana Town Code Section 17-5-3(C)(4) to allow for a street frontage of less than 30 feet on Aperture Drive for both Lot 14 and Lot 55. The proposed frontage for Lot 14 is approximately 21.07 feet and 17.65 feet for Lot 55. The Code allows for an exception if: "Topographic or other natural features make a 30-foot street frontage impractical, and the Town and all reviewing agencies determine that adequate access and utility service can be provided, and public safety is not compromised." In the evaluation process conducted by staff, a number of factors were considered including the unique topography and challenging terrain within Saguaro Ranch. Additionally, the proposed frontage for both lots is quite adequate to serve access and utility purposes. The street serving these lots is private. The proposed plat has been reviewed and accepted by staff as well as Northwest Fire District, Tucson Water, TRICO Electric Cooperative indicating that utility service can adequately be provided, and public safety will not be compromised. Planning and Engineering staff have accepted the request for the design exception.

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

Suggested Motion:
I move to adopt Resolution No. 2025-105, approving a final plat for Lot 14 of Moonlight Canyon at Saguaro Ranch Phase 2 and Lot 55 of Saguaro Ranch II, Lots 54-55.

Attachments

Resolution No. 2025-105
PRV2506-005 Lot 14 and Lot 55
PRV2506-005 Lot 14 and Lot 55 Map
Application

MARANA RESOLUTION NO. 2025-105

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR LOT 14 OF MOONLIGHT CANYON AT SAGUARO RANCH PHASE 2 AND LOT 55 OF SAGUARO RANCH II, LOTS 54-55 LOCATED APPROXIMATELY ONE MILE NORTH OF THE NORTH TERMINUS OF THORNYDALE ROAD WITHIN A PORTION OF SECTION 20, TOWNSHIP 11 SOUTH AND RANGE 13 EAST

WHEREAS the Final Plat for Moonlight Canyon at Saguaro Ranch Phase 2, Lots 1-38, Block 1, and Common Areas "A" and "C-1" and "C-2" was approved by the Marana Town Council on May 19, 2020 by the adoption of Resolution No. 2020-047; and

WHEREAS the Final Plat for Saguaro Ranch II, Lots 54-55 was approved by the Marana Town Council on March 15, 2022 by the adoption of Resolution No. 2022-020; and

WHEREAS Rick Engineering Company, Inc., representing the property owners, has applied for approval of a final plat for Lot 14 of Moonlight Canyon at Saguaro Ranch Phase 2 and Lot 55 of Saguaro Ranch II, Lots 54-55; and

WHEREAS the Mayor and Town Council, at its November 18, 2025 meeting, determined that the final plat for Lot 14 of Moonlight Canyon at Saguaro Ranch Phase 2 and Lot 55 of Saguaro Ranch II, Lots 54-55 should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for Lot 14 of Moonlight Canyon at Saguaro Ranch Phase 2 and Lot 55 of Saguaro Ranch II, Lots 54-55 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of November 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 10.50 ACRES, 457,191 SF.

2. THE EXISTING ZONING FOR LOT 14 IS SP (SPECIFIC PLAN - SAGUARO RANCH) PER ORDINANCE NO. 2015.016.
   THE EXISTING ZONING FOR LOT 55 IS RD-180 PER ORDINANCE NO. 2003.14.

3. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 2.

4. MINIMUM ALLOWABLE LOT SIZE FOR LOT 14 IS 36,000 SF.
   MINIMUM ALLOWABLE LOT SIZE FOR LOT 55 IS 180,000 SF.

5. MINIMUM LOT SIZE: 172,332 SF.
   MAXIMUM LOT SIZE: 284,859 SF.
   AVERAGE LOT SIZE: 228,596 SF.

6. LOT 14 MAXIMUM BUILDING HEIGHT:30 FEET (ESTATE LOTS)
   LOT 55 MAXIMUM BUILDING HEIGHT:
   35 FEET MAIN BUILDING
   30 FEET ACCESSORY BUILDING*
   *ACCESSORY BUILDING HEIGHT SHALL BE THE LESSER OF THE ACTUAL HEIGHT OF THE MAIN BUILDING OR THE ACCESSORY BUILDING HEIGHT SHOWN

7. LOT 14 DEVELOPMENT STANDARDS (ESTATE LOTS):
   FRONT: 30 FEET
   15 FEET - SIDE ENTRY GARAGE &/OR LIVABLE & ARCHITECTURAL COMPONENTS
   SIDE: 10 FEET
   STREET SIDE: 20 FEET
   REAR: 20 FEET
   LOT 55 DEVELOPMENT STANDARDS:
   FRONT: 40 FEET
   FRONT- LOADED GARAGE: 40 FEET
   SIDE: 30 FEET
   SIDE ABUTTING A STREET: 30 FEET
   PATIO STRUCTURES: 20 FEET IF OPEN ON 3 SIDES
   REAR: 50 FEET
   PATIO STRUCTURES: 20 FEET IF OPEN ON 3 SIDES
   ACCESSORY BUILDING: 30 FEET

8. PARKING SPACES REQUIRED: (2 FOR WITHIN A FULLY ENCLOSED GARAGE) = 4
   PARKING SPACES PROVIDED: (2 PER GARAGE & 2 PER DRIVEWAY) = 8 SPACES

9. ALL REQUIRED PARKING WILL BE OFF STREET, ON SITE.

10. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.

11. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.

12. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.

13. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30-INCHES AND 72-INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.

14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.

15. TOTAL MILES OF NEW PUBLIC STREET IS 0.0
    TOTAL MILES OF NEW PRIVATE STREET IS 0.0.

16. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TUCSON WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.

17. DUE TO DESIGNED ACCESS RESTRICTIONS, ALL BUILDINGS IN THIS PROJECT WILL REQUIRE FIRE SPRINKLERS DESIGNED TO THE APPROPRIATE STANDARD. ANY BUILDING WITH ACCESS GREATER THAN 12% GRADE, ACCESS EXCEEDING 150 FEET IN LENGTH FROM THE ROADWAY TO ALL PORTIONS OF THE EXTERIOR OF THE STRUCTURE OR ACCESS WITH WIDTH OF LESS THAN 12 FEET AT ANY POINT SHALL BE EVALUATED BY NORTHWEST FIRE DISTRICT FOR FIRE PROTECTION MEASURES IN ADDITION TO AUTOMATIC FIRE SPRINKLERS.

18. SEWAGE DISPOSAL FOR LOTS 14 AND 55 SHALL BE BY A PRIVATE INDIVIDUAL ON-SITE DISPOSAL SYSTEM, AND PRIOR TO CONSTRUCTION EACH LOT MUST HAVE A SITE EVALUATION THAT MEETS THE REQUIREMENTS OF R18-9-A310 AND THAT IS PERFORMED BY AN ARIZONA REGISTERED PROFESSIONAL ENGINEER. THE COST OF AN ALTERNATIVE SYSTEM MAY BE SUBSTANTIALLY HIGHER THAN A CONVENTIONAL DISPOSAL SYSTEM.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS WEST LINE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 26 AT PAGE 12, RECORDS OF PIMA COUNTY, ARIZONA. SAID BEARING BEING N00°00'09"E.

GENERAL NOTES - CONTINUED

19. BASED UPON PRELIMINARY SITE ANALYSIS, ADDITIONAL TREATMENT WITH TEXTILE FILTER WITH UV DISINFECTION, OR AN APPROVED EQUAL, WILL BE NECESSARY TO OVERCOME THE SITE LIMITATIONS ON EACH LOT. THE ALTERNATIVE SYSTEM SHALL BE DESIGNED BY AN ARIZONA REGISTERED PROFESSIONAL ENGINEER. THE TEXTILE FILTER AND UV DISINFECTION, OR APPROVED EQUIVALENT, SHALL MEET ALL APPLICABLE REQUIREMENTS OF A.A.C. TITLE 18 CHAPTER 9 AND SHALL INCLUDE THE FOLLOWING CRITERIA:

    1. PRODUCE EFFLUENT THAT HAS A TSS OF 15 MG/L, 30 DAY ARITHMETIC MEAN.
    2. BOD OF 15 MG/L, 30 DAY ARITHMETIC MEAN.
    3. TOTAL NITROGEN OF 30 MG/L, 5 MONTH ARITHMETIC MEAN.
    4. TOTAL COLIFORM OF 10 CFU/100 ML.
    5. UNIT SHALL INCLUDE REMOTE MONITORING CAPABILITIES.
    6. UV DISINFECTION UNIT WITH ALARM, OR APPROVED EQUIVALENT.

    DRIP IRRIGATION DISPOSAL SYSTEM SHALL MEET THE REQUIREMENTS SET FORTH IN R-18-9-E322 FOR CATEGORY.

20. FOR LOT 14, THE MAXIMUM LOT COVERAGE IS THE LESSER OF 50% OF THE LOT AREA OR 20,000 SF.

21. THE DISTURBED AREA FOR LOT 55 IS NOT TO EXCEED 27,000 SQUARE FEET, EXCLUDING DRIVEWAYS. TEMPORARY FENCING IS REQUIRED AROUND AREAS OF DISTURBANCE PRIOR TO GRADING. ALL NON DISTURBED AREAS ON LOTS ARE SUBJECT TO A NON DISTURBANCE EASEMENT. NO GRADING OF LOTS IS PERMITTED PRIOR TO ISSUANCE OF A GRADING PERMIT.

22. PATIO WALLS SHALL NOT BE CONSTRUCTED ALONG THE PERIMETER OF THE INDIVIDUAL LOTS, EXCEPT ON OCCASION TO PROTECT FROM OFFSITE VIEWS OR ADJACENT TRAFFIC OR HEADLIGHTS; HOWEVER, THEY MAY BE CONSTRUCTED AT THE BOUNDARY OF THE GRADING ENVELOPE.

23. ALL SLOPES HAVING A HEIGHT GREATER THAN 4 FEET SHALL BE CONSTRUCTED USING NATIVE STONE AS PART OF A RETAINED EARTH WALL OR AS A VENEER TO A MASONRY OR CAST-IN-PLACE CONCRETE RETAINING WALL UNLESS THEY ARE CUT IN ROCK AND A GEOTECHNICAL ENGINEER CERTIFIES THEIR STABILITY. IF A RETAINED EARTH WALL IS CONSTRUCTED, THE INTERSTITIAL AREAS BETWEEN THE ROCKS SHALL BE PLANTED WITH NATIVE PLANT MATERIAL AN SHALL AT A MINIMUM INCLUDE ONE NATIVE PLANT OF A TYPE INDIGENOUS TO THE SITE FOR EVERY 20 LINEAR FEET OF WALL. IF THE ROCK EMPLOYED IN THE VENEER OR THE FACE OF A STABLE ROCK CUT FACE IS NOT OF A PATINA MATCHING THE SURROUNDING FIELD STONE, A STAIN OR A WEATHERING TREATMENT SHALL BE APPLIED ON THE ROCK FACE. IF THE EXISTING VEGETATION ON THE LOTS AFFORDS EFFECTIVE SCREENING OF THE RETAINING WALL, THE PLANTING REQUIREMENTS MAY BE REDUCED UPON APPROVAL OF THE TOWN'S PLANNING AND ZONING DIRECTOR.

24. A SIGN IDENTIFYING THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE BUILDER AS WELL AS THE LOT NUMBER AND ADDRESS OF THE SITE SHALL BE POSTED IN A MANOR THAT IS VISIBLE AND LEGIBLE FROM THE FIRE DEPARTMENT ACCESS ROAD. THIS SIGN SHALL BE POSTED COMMENCING WITH PLACEMENT OF THE FLOOR SLAB AND SHALL REMAIN UNTIL COMPLETION OF THE FINAL INSPECTION.

25. THE RELEVANT SAGUARO RANCH AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS AND SAGUARO RANCH ARCHITECTURAL DESIGN GUIDELINES REFERENCED THEREIN MAY CONTAIN MAXIMUM BUILDING HEIGHTS LESSER THAN CONTAINED IN GENERAL NOTE 6 AND SETBACKS GREATER THAN REFERENCED IN GENERAL NOTE 7.

ASSURANCES

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

BY: _____
TOWN OF MARANA DATE

OWNERS

LOT 14:
TITLE SECURITY AGENCY L.L.C. TRUST 201906-S
ATTN: SAGUARO PROPERTY DEVELOPMENT, L.L.C.
2601 4TH AVENUE
FLOOR 6
SEATTLE, WA 98121-1992

LOT 55:
SAGUARO PROPERTY DEVELOPMENT L.L.C.
2601 4TH AVENUE
FLOOR 6
SEATTLE, WA 98121-1992

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.
35544
DONALD P. POMEROY JR.
REGISTERED
ARIZONA, U.S.A.
10-6-25

DEDICATION

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

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

THIS PLAT IS SUBJECT TO AN ASSOCIATION OF INDIVIDUAL LOT OWNERS. FOR LOT 14 AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AT SEQUENCE #20142170119 BY SUPPLEMENTAL DECLARATION RECORDED AT SEQUENCE #20201130756. FOR LOT 55 AS ESTABLISHED BY THAT CERTAIN AMENDED AND RESTATED COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SAGUARO RANCH RECORDED IN DOCKET 12131 AT PAGE 4239, DOCKET 12550 AT PAGE 2986 AS SUPPLEMENTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION RECORDED IN DOCKET 12928 AT PAGE 2039 AND RE-RECORDED IN DOCKET 12961 AT PAGE 2062, DOCKET 12550 AT PAGE 2971, DOCKET 12928 IN PAGE 2048 AND RE-RECORDED IN DOCKET 12961 IN PAGE 2054, SEQUENCE #20142170119 AND SEQUENCE #20201130756 IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE COMMON AREAS, AND PRIVATE DRAINAGEWAYS WITHIN THIS SUBDIVISION.

WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL PUBLIC 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.

TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201906-S, AS TRUSTEE ONLY AND NOT OTHERWISE IN ITS CORPORATE CAPACITY (LOT 14)

BY: _____
TRUST OFFICIAL DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA }
SS.
COUNTY OF PIMA }

ON THIS ___ DAY OF_____, 2025, BEFORE ME PERSONALLY APPEARED _____WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF TITLE SECURITY AGENCY, L.L.C. TRUST NO. 201906-S, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

_____
MY COMMISSION EXPIRES

SAGUARO PROPERTY DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, BY ITS MANAGER (LOT 55)

BY: SAGUARO LOT MANAGEMENT, INC
AN ARIZONA CORPORATION, MANAGER

BY: _____
SCOTT F. LUNDBERG, PRESIDENT DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA }
SS.
COUNTY OF PIMA }

ON THIS ___ DAY OF_____, 2025, BEFORE ME PERSONALLY APPEARED _____WHO ACKNOWLEDGED TO BE THE MANAGER OF SAGUARO PROPERTY DEVELOPMENT, L.L.C., AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

_____
MY COMMISSION EXPIRES

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 201906-S, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

  SAGUARO PROPERTY DEVELOPMENT, L.L.C.
  2601 4TH AVENUE
  FLOOR 6
  SEATTLE, WA 98121-1992

SHEET INDEX

1. COVER SHEET
2. FINAL PLAT

RECORDING

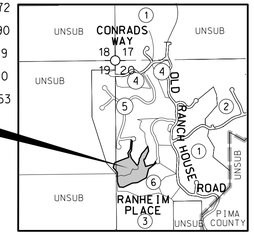
SEQ: #2025_____

FEE: _____

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_____
TIME_____
WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN
GABRIELLA CAZARES-KELLY, COUNTY RECORDER
BY: _____
DEPUTY

① SEQ #20031740973
② SEQ #20072340472
③ SEQ #20062170590
④ SEQ #20201530189
⑤ SEQ #20201530190
⑥ SEQ #20230830053



SCALE: 3"= 1 MILE

LOCATION MAP

PORTION OF SECTION 20, T 11 S, R 13 E, G & SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

ADMINISTRATIVE ADDRESS

14165 NORTH OLD RANCH HOUSE ROAD

LEGEND

SYMBOL	ITEM
◬	MONUMENT/LOT CORNER PER SAGUARO RANCH II (BK 61, PG 89)
●	LOT CORNER TO BE SET BY RLS
○	MONUMENT/LOT CORNER PER MOONLIGHT CANYON AT SAGUARO RANCH PHASE 2 (SEQ #2020153019)
◍	MONUMENT/LOT CORNER PER SAGUARO RANCH II LOTS 54-55 (SEQ #20220840159)
⌖	QUARTER SECTION CORNER
23	LOT NUMBER
——— – – ———	EXIST R/W
——— – – ———	SECTION LINE
———————	SUBDIVISION BOUNDARY
———————	LOT LINE
——— · ———	CENTERLINE
– – – – – –	EASEMENT BOUNDARY

TOWN OF MARANA APPROVALS

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

_____
MARANA PLANNING MANAGER DATE

CERTIFICATION

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

_____
CLERK OF THE TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

BY: _____

ITS: _____
CITY OF TUCSON WATER DEPARTMENT DATE

FINAL PLAT FOR

LOT 14 OF MOONLIGHT CANYON AT SAGUARO RANCH PHASE 2 & LOT 55 OF SAGUARO RANCH II LOTS 54-55

LOTS 14 AND 55

BEING A RESUBDIVISION OF LOT 14 OF MOONLIGHT CANYON AT SAGUARO RANCH PHASE 2, SEQ #20201530190 & LOT 55 OF SAGUARO RANCH II LOTS 54-55, SEQ #20220840159, PORTION OF SECTIONS 19 & 20, TOWNSHIP 11 SOUTH, RANGE 13 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES:
ENG2509-001
PRV2111-002
PRV1910-002

PRV2506-005
SHEET 1 OF 2

SEQUENCE #2025

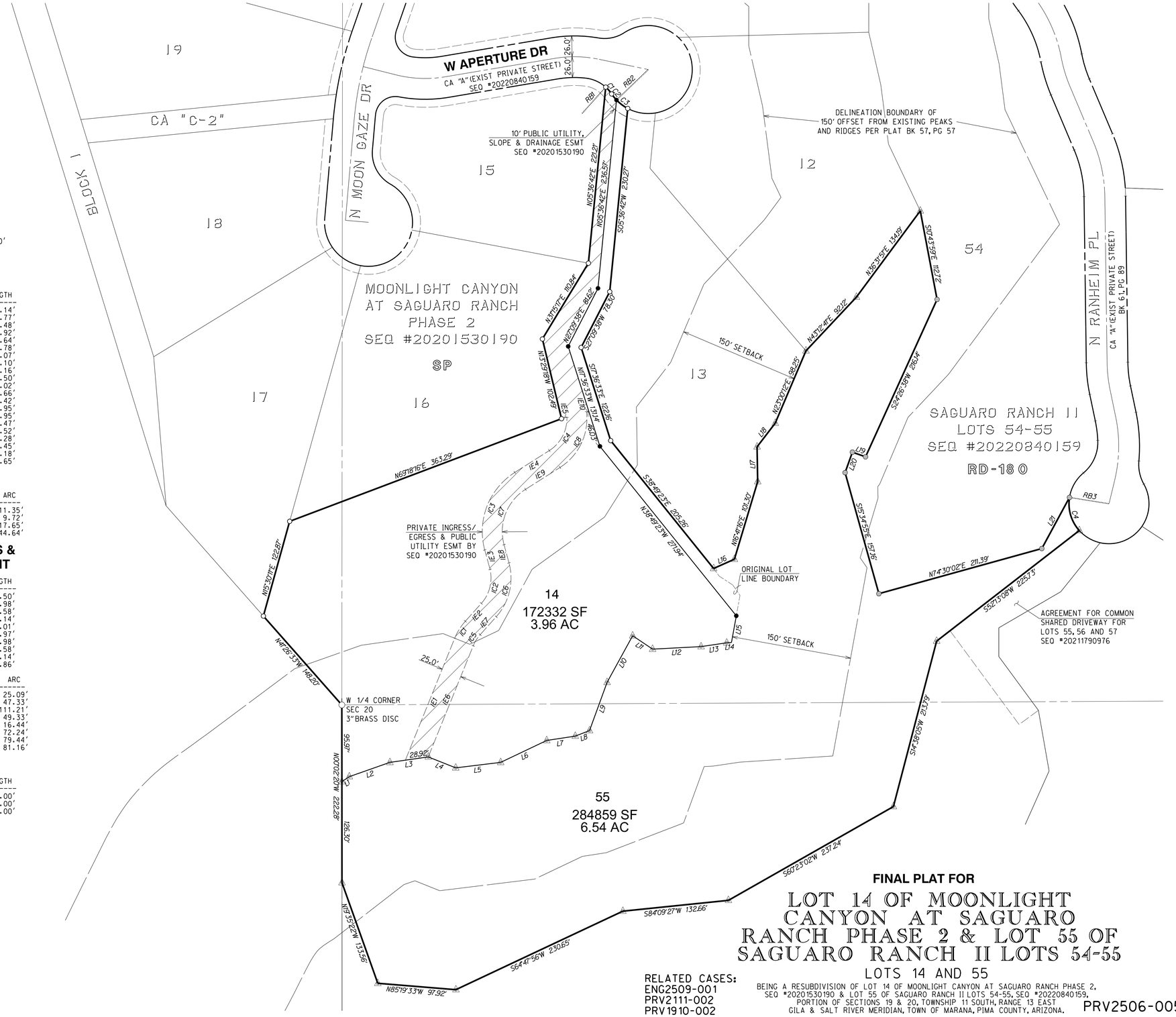
520-795-1000
rickengineering.com
3945 E FORT LOWELL RD #111
TUCSON, AZ 85712
J-5636

RICK
SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

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SCALE: 1"= 60'

0' 30' 60' 120'

LINE TABLE

NAME	DIRECTION	LENGTH
L1	N 55°46'11" E	11.14'
L2	N 70°39'13" E	53.77'
L3	N 81°52'32" E	48.48'
L4	S 68°12'45" E	36.92'
L5	N 83°03'07" E	56.64'
L6	N 64°33'09" E	63.78'
L7	N 81°15'36" E	36.07'
L8	N 68°58'33" E	19.10'
L9	N 19°59'46" E	64.16'
L10	N 28°45'12" E	66.50'
L11	S 56°08'10" E	30.02'
L12	N 87°00'37" E	60.66'
L13	N 81°34'56" E	32.42'
L14	N 86°11'23" E	5.95'
L15	N 10°16'56" E	33.95'
L16	N 65°59'43" E	28.47'
L17	N 01°01'10" W	43.52'
L18	N 37°29'11" E	37.28'
L19	N 70°25'44" W	17.45'
L20	S 19°34'18" W	27.18'
L21	S 28°25'57" E	72.65'

CURVE TABLE

NAME	DELTA	RADIUS	ARC
C1	14°26'51"	45.00'	11.35'
C2	10°07'24"	55.00'	9.72'
C3	18°22'54"	55.00'	17.65'
C4	51°09'12"	50.00'	44.64'

INGRESS/EGRESS & UTILITY EASEMENT

NAME	DIRECTION	LENGTH
IE1	N 22°02'23" E	164.50'
IE2	N 41°52'08" E	29.98'
IE3	N 15°13'10" W	23.58'
IE4	N 57°36'10" E	51.14'
IE5	S 74°46'39" W	7.01'
IE6	N 22°02'23" E	149.97'
IE7	N 41°52'08" E	29.98'
IE8	N 15°13'10" W	23.58'
IE9	N 57°36'10" E	51.14'
IE10	N 74°46'39" E	2.86'

NAME	DELTA	RADIUS	ARC
IC1	19°49'45"	72.50'	25.09'
IC2	57°05'17"	47.50'	47.33'
IC3	72°49'20"	87.50'	111.21'
IC4	59°30'15"	47.50'	49.33'
IC5	19°49'45"	47.50'	16.44'
IC6	57°05'17"	72.50'	72.24'
IC7	72°49'20"	62.50'	79.44'
IC8	64°08'35"	72.50'	81.16'

RADIAL BEARING

NAME	DIRECTION	LENGTH
RB1	N 41°51'22" E	45.00'
RB2	N 46°10'49" E	55.00'
RB3	S 80°56'02" E	50.00'

FINAL PLAT FOR

LOT 14 OF MOONLIGHT CANYON AT SAGUARO RANCH PHASE 2 & LOT 55 OF SAGUARO RANCH II LOTS 54-55

LOTS 14 AND 55

BEING A RESUBDIVISION OF LOT 14 OF MOONLIGHT CANYON AT SAGUARO RANCH PHASE 2, SEQ #20201530190 & LOT 55 OF SAGUARO RANCH II LOTS 54-55, SEQ #20220840159, PORTION OF SECTIONS 19 & 20, TOWNSHIP 11 SOUTH, RANGE 13 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES:
ENG2509-001
PRV2111-002
PRV1910-002

PRV2506-005
SHEET 2 OF 2

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
S5544
DONALD R. POMEROY JR.
DATE SIGNED 10-6-25
ARIZONA, U.S.A.

RICK
520-795-1000
rickengineering.com
3945 E FORT LOWELL RD #111
TUCSON, AZ 85712
J-5636
SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

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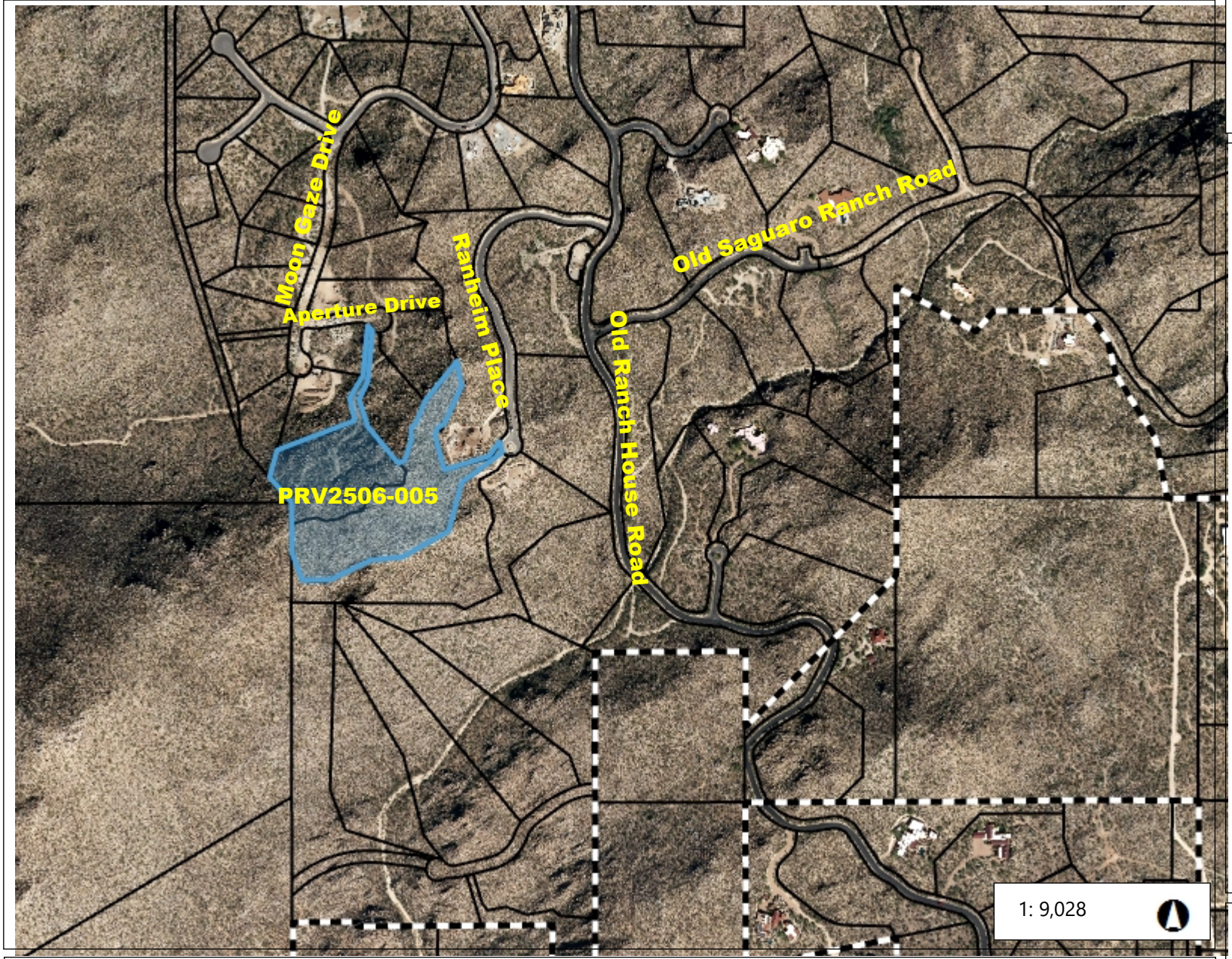
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SEQUENCE #2025

SEQUENCE #2025

Town of Marana Planning **PRV2506-005 Lot 14 of Moonlight Canyon at Saguaro Ranch Phase 2 and Lot 55 of Saguaro Ranch II, Lots 54-55**





Legend

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

1: 9,028

0.3 0 0.14 0.3 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

MARANA AZ

Development Services / maranaplanning@maranaAZ.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaAZ.gov

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Lot 14 Moonlight Canyon at Saguaro Ranch Ph 2 & Lot 55 of Saguaro Ranch II Final Plat	
Description of Project: 2-Lot Single Family Detached Subdivision	Number of Lots: 2
Parcel No.(s): 219-10-1990 & 219-10-2280	Gross Area (Acres): 10.5
Project Address: N/A	
Ref. Project No.: PRV1910-002 & PRV2111-002	

CONTACT INFORMATION

Owner: See attachment	Contact Name: Scott Lundberg		
Address: 2601 North 4th Avenue, Suite F16	City: Seattle	State: WA	Zip: 98121
Email: slundberg@glpattorneys.com	Phone No.: (206) 448-1992		
Applicant: RICK	Contact Name: Steven Vasquez		
Address: 3945 East Fort Lowell Road, Suite 111	City: Tucson	State: AZ	Zip: 85712
Email: svasquez@rickengineering.com	Phone No.: (520) 795-1000		
Consultant/Engineer: RICK	Contact Name: Donald Pomeroy Jr.		
Address: 3945 East Fort Lowell Road, Suite 111	City: Tucson	State: AZ	Zip: 85712
Email: spomeroy@rickengineering.com	Phone No.: (520) 795-1000		

OWNER/APPLICANT AUTHORIZATION

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

Steven E. Vasquez	Steven E. Vasquez	6/19/2025
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY **Project No.**_____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C3**

Meeting Date: 11/18/2025

To: Mayor and Council

Submitted For: Terry Rozema, Town Manager

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

Date: November 18, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-106: Relating to Real Estate; approving and authorizing the Mayor to execute Fifth Amendment to Lease Agreement with Marana Chamber of Commerce, Inc. regarding the lease of Town-owned property located at 13251 N. Lon Adams Road (Terry Rozema)

Discussion:

On October 6, 2020, the Marana Town Council adopted Resolution No. 2020-111, approving a lease agreement between the Town and the Marana Chamber of Commerce, Inc. to lease the former Parks and Recreation Department administration building to the Chamber for its offices and a visitor center.

Since the original lease agreement, four amendments have been executed:

- First Amendment: On November 18, 2020, the parties entered into the first amendment to the lease agreement to correct an error regarding the address of the property where the leased premises are located.
- Second Amendment: On June 15, 2021, the parties entered into the second amendment to the lease agreement allowing consumption of alcohol on the leased premises during Chamber-sponsored or sanctioned events or gatherings.
- Third Amendment: On March 7, 2023, the parties entered into the third amendment to the lease agreement adding Town Office 121 to the Chamber's "exclusive use areas" in the lease.
- Fourth Amendment: On June 3, 2025, the parties entered into the fourth amendment to the lease agreement removing Town Office 121 from the Chamber's

"exclusive use areas" in the lease.

The initial five-year term of the lease commenced on December 1, 2020 and is set to expire on December 1, 2025, unless renewed. The proposed fifth amendment to the lease renews the agreement for an additional five-year term. All other terms and conditions of the existing lease agreement remain unchanged.

Financial Impact:

Fiscal Year:	2026
Budgeted Y/N:	Y
Amount:	$12,000

Revenues resulting from this lease are included in the Town budget.

Staff Recommendation:

Staff recommends approval of Resolution No. 2025-106.

Suggested Motion:

I move to adopt Resolution No. 2025-106, approving and authorizing the mayor to execute the Fifth Amendment to Lease Agreement with Marana Chamber of Commerce, Inc. regarding the lease of Town-owned property located at 13251 N. Lon Adams Road.

Attachments

Resolution No. 2025-106

Exhibit A - Fifth Amendment to Chamber Lease Agreement

Original Marana Chamber Lease Agreement

MARANA RESOLUTION NO. 2025-106

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO LEASE AGREEMENT WITH MARANA CHAMBER OF COMMERCE, INC. REGARDING THE LEASE OF TOWN-OWNED PROPERTY LOCATED AT 13251 N. LON ADAMS ROAD

WHEREAS, on October 6, 2020, the Marana Town Council adopted Resolution No. 2020-111, approving a lease agreement between the Town and the Marana Chamber of Commerce, Inc. (the "Chamber"); and

WHEREAS, on November 18, 2020, the parties entered into the first amendment to the lease agreement to correctly describe the property where the leased premises are located; and

WHEREAS, on June 15, 2021, the parties entered into the second amendment to the lease agreement to allow the consumption of alcohol on the leased premises during Chamber sponsored or sanctioned events; and

WHEREAS, on March 7, 2023, the parties entered into the third amendment to the lease agreement to add Town Office 121 to the Chamber's "exclusive use areas" in the lease; and

WHEREAS, on June 3, 2025, the parties entered into the fourth amendment to the lease agreement to remove Town Office 121 from the Chamber's "exclusive use areas" in the lease; and

WHEREAS, the initial five-year term of the lease agreement commences on December 1, 2020 and is set to expire on December 1, 2025, unless the lease agreement is renewed; and

WHEREAS, the Town and the Chamber now desire to renew the lease for an additional five-year term, commencing on December 1, 2025; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of Marana and its citizens are served by entering into an amendment to the lease agreement with the Chamber as set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Fifth Amendment to Lease Agreement with Marana Chamber of Commerce, Inc., substantially in the same form attached to and incorporated within this resolution as Exhibit A, is hereby approved and the Mayor is authorized to sign it for and on behalf of the Town of Marana.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona this 18th day of November, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Fifth Amendment to Lease Agreement

This Fifth Amendment to Lease Agreement (this "Fifth Amendment") is entered into by and between the Town of Marana, an Arizona municipal corporation (the "Town") and the Marana Chamber of Commerce, Inc., an Arizona 501(c)(6) non-profit corporation (the "Chamber"). The Town and the Chamber are sometimes referred to collectively as the "Parties," either of which is sometimes individually referred to as a "Party."

Recitals

A. The Town and the Chamber are parties to that certain lease agreement entitled "Lease Agreement" made and entered into effective December 1, 2020 (the "Lease"), by which the Town leases to the Chamber a certain portion of real property. The Lease was approved by the Marana Town Council on October 6, 2020, through the adoption of Marana Resolution No. 2020-111.

B. On November 18, 2020, the Parties entered into the First Amendment to Lease Agreement to correctly describe the Property where the Leased Premises are located.

C. On June 15, 2021, the Parties entered into the Second Amendment to Lease Agreement to allow the consumption of alcohol on leased premises during Chamber sponsored or sanctioned events.

D. On March 7, 2023, the Parties entered into the Third Amendment to Lease Agreement to add Town Office 121 to the Chamber's "exclusive use areas" in the Lease.

E. On June 23, 2025, the Parties entered into a Fourth Amendment to Lease Agreement to remove Town Office 121 to the Chamber's "exclusive use areas," as that term is defined in the Lease.

F. Section 3 of the Lease provides an initial five year term commencing on December 1, 2020, and further provides that the Parties may renew the Lease for an additional term by written amendment signed by both Parties.

G. The Parties now desire to renew the Lease for an additional five-year term, commencing on December 1, 2025, as set forth in this Fifth Amendment.

Agreement

1. *Term.* Paragraph 3 of the Lease is hereby amended to renew the Lease for an additional five years commencing December 1, 2025.

2. *Effective Date of Fifth Amendment*. This Fifth Amendment shall be effective December 1, 2025 ("Effective Date").

4. *Other Terms and Provisions*. All other terms and provisions of the Lease and its exhibits, as previously amended, not specifically changed by this Fifth Amendment, shall remain in effect and be binding upon the Parties as provided for in the Lease. Words and phrases having a defined meaning in the Lease have the same respective meanings when used in this Fifth Amendment unless otherwise expressly stated.

5. *Recitals*. The recitals set forth at the beginning of this Fifth Amendment are hereby acknowledged, confirmed to be accurate, and incorporated here by reference.

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

7. *Governing Law*. This Fifth Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and any actions to enforce or interpret the terms and provisions of this Fifth Amendment shall be brought and maintained in Pima County, Arizona.

[SIGNATURE PAGE FOLLOWS]

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

THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Jon Post, Mayor

Date: _____

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) non-profit corporation

By: _____
Amanda Wiggins
President/CEO

Date: _____

STATE OF ARIZONA)
ss.
County of Pima)

The foregoing instrument was acknowledged before me this ___ day of _____ , 2025 by Amanda Wiggins, President/CEO of MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) non-profit corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and the MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) non-profit corporation (the "Chamber"). The Town and the Chamber are sometimes referred to collectively as the "Parties," either of which is sometimes individually referred to as a "Party."

1. *Property.* The Town is the owner of the property and improvements located at 13250 N. Lon Adams Road in Pima County, Arizona, as depicted in Exhibit A, attached to and incorporated in this Lease (the "Property").

2. *Lease.* The Town hereby leases to Chamber the following portions of the Property as the "Leased Premises" for the term of this Lease, subject to Chamber's performance of its obligations under this Lease:

a. Exclusive use of the areas identified as the "exclusive use areas" in the diagram attached to and incorporated in this Lease as Exhibit B.

b. Joint use, with the Town of Marana and the Town's permitted licensees or guests, if any, of the areas identified on Exhibit B as "joint use areas."

c. Reasonable parking in the parking lot located just north of and adjacent to the Leased Premises, as depicted on Exhibit A.

3. *Term.* The initial term of this Lease shall be for five years commencing December 1, 2020 (the "Commencement Date"), unless sooner terminated as provided in this Lease. This Lease shall be reviewed 90 days before the end of the term, at which time the Parties will agree whether to terminate or continue this Lease for an additional term. Renewal shall be by written amendment, signed by both Parties.

4. *Rent.* In consideration for the terms and conditions of this Lease, and subject to adjustment as set forth in this paragraph, Chamber shall pay rent to the Town of $1,000.00 each month during the term of this Lease. Rent shall be due and payable to the Town in advance on the 1st day of each month and shall be remitted to: The Town of Marana, Attn: Finance Department, 11555 W. Civic Center Dr., Marana, AZ 85653. Rent shall be paid without prior notice or demand. Any invoice provided by the Town is for courtesy only and any failure to send an invoice shall not relieve Chamber of its obligation to pay the rent in a timely manner. Rent payments made after the 5th day of each month shall be considered late and shall be subject to the late payment fee established by the Town Council in the Town's comprehensive fee schedule.

(A) Beginning on the second anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter, the Town may increase the rent by an amount up to 5% above the rent applicable in the immediately preceding year.

(B) The Town must give Chamber at least 60 days' prior written notice of any increase in rent.

5. *Use.* Chamber shall use the Leased Premises for a Town of Marana visitors' center and office and conference room space for the administration and operation of the Chamber.

6. *Joint Use Areas.* The Town and the Town's licensees and guests shall have access at all reasonable times to the joint use areas, as those areas are identified in paragraph 2 above. The Town shall schedule and coordinate its use of a joint use area with Chamber prior to the date of the use. When there is a conflict in scheduling the use and occupancy of the joint use areas, Chamber shall have priority in scheduling over the Town and the Town's licensees and guests.

7. *Furnishings.* The Town shall lease the Leased Premises to Chamber unfurnished.

8. *Utilities.* The Town shall pay all utility expenses for the Leased Premises when they become due and payable, except for expenses for internet service. Chamber shall be responsible for obtaining and paying for internet service for the Leased Premises for Chamber's use.

9. *Repairs, Maintenance, and Custodial Services.* The Town shall pay all costs to repair the Leased Premises, shall maintain the exterior of and grounds around the Leased Premises, and shall pay for custodial services within the Leased Premises. Chamber shall report all maintenance issues to the Town's Facilities Division as soon as possible and no later than 24 hours after discovery. Chamber shall make any service requests to the Facilities Division via email or telephone.

10. *No Modifications.* Chamber shall not modify the Leased Premises or any of the improvements around or in any way associated with the Leased Premises, including the interior of the Leased Premises and any landscaping on the Leased Premises, without the prior written approval of the Town Manager or designee. If the Town Manager or designee gives written approval, Chamber shall be responsible for all expenses related to the alteration, improvement, addition, change, or modification. Any permanent improvement built, installed, or added on the Leased Premises shall become the property of the Town without compensation to Chamber.

11. *Non-Assignment.* Chamber's rights under this Lease cannot be assigned by Chamber nor shall Chamber grant any license in connection with the Leased Premises without the prior written approval of the Town Manager.

12. *Inspection.* The Town shall have the right at all reasonable times to inspect the Leased Premises and to require Chamber to correct any unsatisfactory conditions relative to Chamber's use of the Leased Premises pursuant to this Lease.

13. *Signs.* Chamber may affix and maintain upon the Property signs relating to the services provided on the Leased Premises as Chamber deems appropriate. Chamber must receive the Town's prior written approval, which will not be unreasonably withheld, as to type, size, color, location, copy nature, and display qualities for any signs that are visible outside of the Property. All signs used by Chamber on or about the Property, whether visible outside the Property or not, shall at all times comply with the Marana Land Development Code, and shall be installed and maintained at Chamber's sole cost.

14. *Environmental.* Chamber shall not cause or permit any hazardous or toxic substance or material to be brought upon, kept, or used in or about the Property by Chamber, its agents, employees, contractors or invitees. For purposes of this paragraph, "hazardous or toxic substance or material" does not include standard janitorial and office products. Chamber shall fully comply with all environmental rules and regulations with respect to its operations on the Leased Premises and shall remediate and clean up any contamination of the Property occurring during the term of this Lease, if the contamination is caused in whole or in part by the acts or omissions of Chamber, its agents, employees, contractors or invitees.

15. Access/key control. Chamber shall comply with any and all policies, procedures, rules or directives of the Town related to access to Town facilities and possession and use of Town keys, electronic access identification cards or other access devices.

16. *Indemnification.* To the fullest extent permitted by law, Chamber shall defend, indemnify, and hold harmless the Town, its officers, agents, and employees, from and against any and all claims, liabilities, losses, damage, cost and expense, including but not limited to reasonable attorneys' fees and/or litigation expenses, arising out of or resulting from the conduct or management of the Leased Premises, or any accident, injury, damage, or violation of law whatsoever occurring in or at the Leased Premises allegedly caused in whole or in part by any act or omission of Chamber or anyone directly or indirectly employed by it, its agents, representatives, contractors, subcontractors, licensees, or anyone for whose acts it may be liable, regardless of whether it is caused in part by the negligent act or omission of the Town or any of its officers, agents, or employees. To the fullest extent permitted by law, Chamber shall also indemnify the Town against any claim, liability, damage, cost, or expense arising out of the disposal, or release of any hazardous substance, hazardous waste, hazardous materials, or petroleum products or by products on, from or under the Leased Premises during the term of this Lease.

17. *Insurance.* Chamber shall maintain insurance with carriers acceptable to the Town with the following required coverages and limits:

Worker's Compensation	Statutory
Employer's Liability	U.S. $100,000
Commercial General Liability	U.S. $1,000,000 per occurrence
	U.S. $2,000,000 aggregate
Business Auto Liability	U.S. $1,000,000 combined single limit

a. Chamber shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph 17 to the Town upon execution of this Lease. Chamber shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to: The Town Manager's Office at 11555 W. Civic Center Drive, Marana, Arizona 85653.

b. The Town shall be named as an additional insured on the commercial general liability policy required by this paragraph 17. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of Chamber.

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

d. The coverage requirements specified in this paragraph 17 may not be changed or modified except by written agreement signed by all Parties.

e. Chamber shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph 17. Chamber shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this paragraph 17. Cancellation or reduction of any coverage required by this paragraph 17 is grounds for termination of this Lease by the Town.

18. *Chamber not an Agent of Town.* Chamber is not an agent of the Town for any purpose under this Lease or otherwise. Chamber shall control activities on the Leased Premises, except for activities of the Town or the Town's licensees or guests in the joint use areas and in the shared parking lot, and the Town shall not control those activities. Chamber's employees and servants shall not be under the control of the Town.

19. *Notices.* All notices, requests, demands, and other communications under this Lease shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to the Town, to:	TOWN OF MARANA Attn: Town Manager 11555 W. Civic Center Drive Marana, AZ 85653
If to Chamber, to:	MARANA CHAMBER OF COMMERCE, INC. Attn: President/CEO 13250 N. Lon Adams Road Marana, AZ 85653

20. *Entire Agreement.* This Lease constitutes the entire agreement and understanding of the Parties pertaining to the subject matter of the Lease and supersedes all offers, negotiations, and other agreements of any kind. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Lease.

21. *Authority to Execute Lease.* The individuals executing this Lease hereby represent that they have full right, power, and authority to execute this Lease on behalf of their respective Parties.

22. *Force Majeure.* Notwithstanding any other term, condition or provision of this Lease to the contrary, if any Party to this Lease is precluded from satisfying or fulfilling any duty or obligation imposed upon it due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of God, or other events beyond the control of such Party, the time period provided herein for the performance by such Party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events.

23. *Conflict of Interest.* This Lease is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

24. *Non-Discrimination.* Chamber shall comply with applicable state and federal rules concerning equal employment opportunity and non-discrimination. Chamber shall further comply with the Americans with Disabilities Act, to the extent applicable to Chamber's operation and the Leased Premises.

25. *Attorneys' Fees.* The prevailing Party in a civil action to enforce this Lease shall be entitled to recover from the other Party, in addition to any relief to which such prevailing Party may be entitled, all costs, expenses and reasonable attorneys' fees incurred in connection with that civil action.

26. *Governing Law.* This Lease shall be construed in accordance with the laws of the State of Arizona.

27. *Default/Termination.*

(A) Immediate Termination of Lease. This Lease may be terminated immediately by the Town for any of the following:

(i) Chamber at any time is without the required insurance;

(ii) Chamber violates any law, or permits any unlawful activities to be carried out on the Leased Premises;

(iii) Chamber takes or fails to take any action and this action or non-action, in the Town's sole judgment, causes or exacerbates a threat to the health or safety of the general public or the users of the facility;

(iv) Chamber creates or permits any waste or nuisance on the Leased Premises;

(v) Chamber permits the consumption of alcohol on the Leased Premises.

(B) Other Defaults. For any other default, defined as a violation of any of the terms or conditions of this Lease, the non-breaching Party may terminate this Lease only if the breaching Party fails to cure the default within 30 days of receiving written notice from the non-breaching Party describing the default, except that a Party may terminate this Lease if the other Party is guilty of four such defaults in a 12-month period, even if each default was cured in a timely manner. Either Party may pursue any other remedies provided by law for the breach of this Lease. No right or remedy conferred or reserved is intended to be exclusive of any other right or remedy, and each shall be cumulative and in addition to any other right or remedy conferred or reserved in this Lease.

28. *Termination for Convenience.* Either Party may terminate this Lease without cause, for convenience with 90 days' written notice to the other Party.

29. *Surrender of Premises Upon Termination.* Upon termination of this Lease, Chamber agrees to surrender the Leased Premises to the Town in as good a condition as when received, ordinary wear and tear or damage resulting from causes beyond the reasonable control of Chamber excepted. Chamber shall remove any Chamber-built or installed improvements prior to vacating the Leased Premises if requested by the Town or unless requested to be left in place by the Town.

30. *Disposition of Personal Property Upon Termination.* Upon termination of this Lease, Chamber agrees that the personal property of the Town shall not be removed from the Leased Premises but shall be surrendered in good condition. Chamber agrees to remove all equipment and personal property belonging to Chamber upon termination of this Lease without causing damage to the Leased Premises. Any damage to the Leased Premises resulting from the removal of Chamber's personal property or equipment shall be solely the responsibility of Chamber.

31. *Liens.* Chamber shall timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Leased Premises, and shall not permit any lien to attach to the Leased Premises or Property or any interest in the Leased Premises or Property, and shall indemnify and defend the Town against all legal costs and charges resulting from any such lien.

32. *Miscellaneous.*

(A) This Lease may not be modified except in a writing signed by both of the Parties.

(B) The captions and section numbers appearing in this Lease are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Lease.

(C) This Lease may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same Lease.

(D) Neither Party's waiver of the other's breach of any term or condition contained in this Lease shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Lease.

[Remainder of page intentionally left blank.]

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

THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 10/12/2020

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
for Frank Cassidy, Town Attorney

MARANA CHAMBER OF COMMERCE, INC.,
an Arizona 501(c)(6) non-profit corporation

By: _____
Audra Winters, IOM
President/CEO

Date: 9-28-20

STATE OF ARIZONA)
ss.
County of Pima)

The foregoing instrument was acknowledged before me this 28th day of September, 2020 by Audra Winters, President/CEO of MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) non-profit corporation, on behalf of the corporation.

(Seal)

Rebecca L Hintze
Notary Public
Pima County, Arizona
My Comm. Expires 05/27/2023
Commission No. 565941

_____
Notary Public

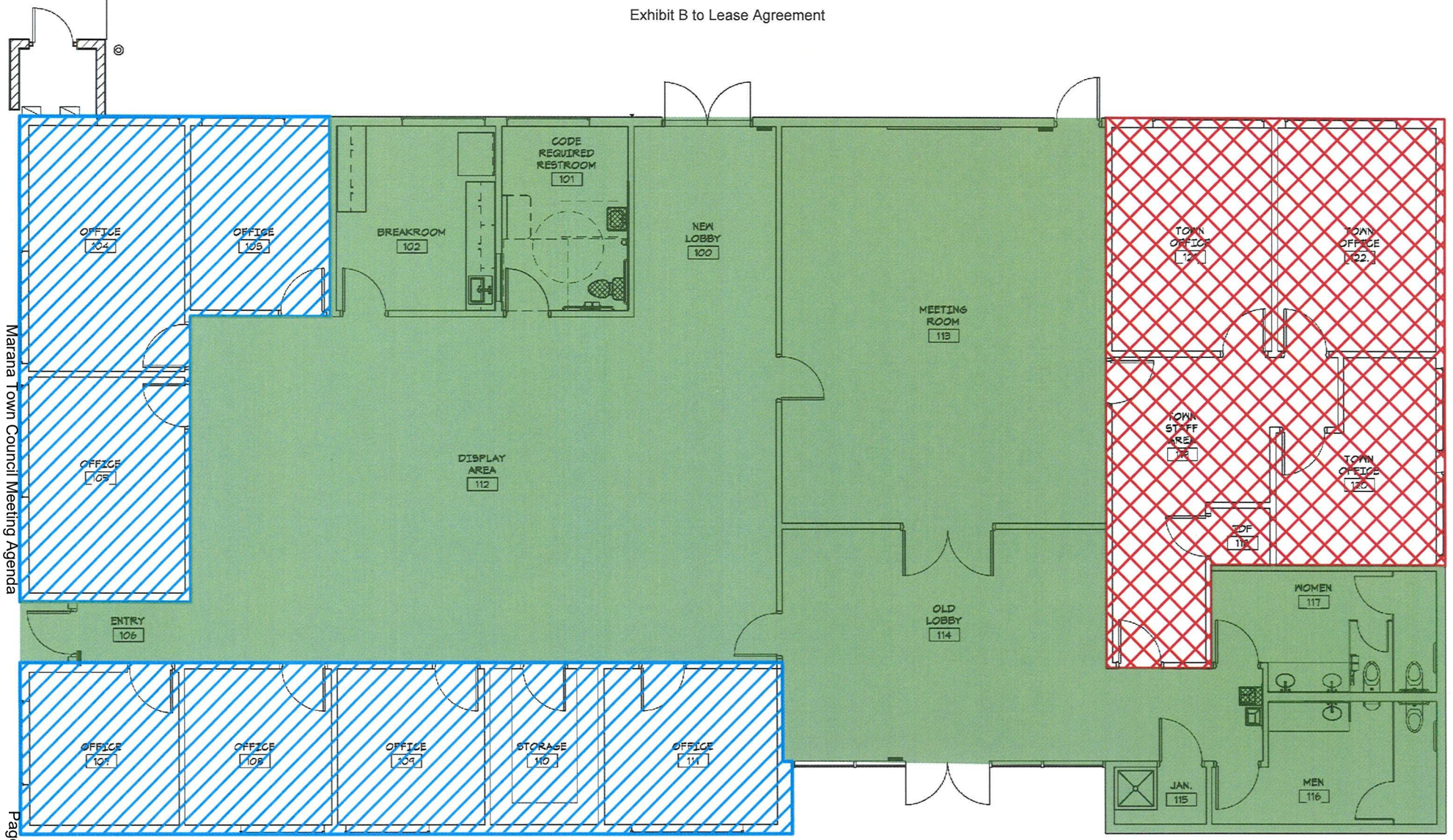
LIST OF EXHIBITS

Exhibit A: Map of Property

Exhibit B: Diagram of Leased Premises


Parcel
217370610
Parcel
217370570
Parcel
217370560
N LON ADAMS RD
Exhibit A to Lease Agreement
13250 N. Lon Adams Road
N
W
E
S
MARANA AZ
0 5 10 20
Yards

Exhibit B to Lease Agreement



Council-Regular Meeting **C4**

Meeting Date: 11/18/2025

To: Mayor and Council

Submitted For: George Cardieri, Real Property Manager

From: George Cardieri, Real Property Manager

Date: November 18, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-107: Relating to Real Property; approving and authorizing the Town Engineer to execute a Non-Exclusive Electrical Right of Way Easement in favor of Tucson Electric Power Company across Town-owned property located within the Saguaro Bloom Community Park (George Cardieri)

Discussion:

Tucson Electric Power Company ("TEP") requires the Town of Marana to grant a non-exclusive electrical right-of-way easement across Town-owned property as a condition for providing electrical service to the Saguaro Bloom Community Park. The Town holds fee title to Saguaro Bloom Community Park, obtained through plat dedication by the Saguaro Springs Final Plat, recorded on April 12, 2004, at Book 58, Page 23 in the Pima County Recorder's Office. Town staff have worked extensively with TEP to ensure that the underground power line will be installed at an appropriate location so as not to interfere with existing and future public park improvements.

Staff Recommendation:

Staff recommends adoption of Resolution 2025-107, authorizing the Town Engineer to grant TEP a non-exclusive electrical right of way easement across Town-owned property as needed for the Saguaro Bloom Community Park.

Suggested Motion:

I move to adopt Resolution 2025-107 approving and authorizing the Town Engineer to execute a Non-Exclusive Electrical Right of Way Easement in Favor of Tucson Electric Power Company as needed for the Saguaro Bloom Community Park.

Attachments

Resolution No.2025-107
Exhibit A (TEP ROW Easement and Legal Description)
Aerial Map

MARANA RESOLUTION NO. 2025-107

RELATING TO REAL PROPERTY; APPROVING AND AUTHORIZING THE TOWN ENGINEER TO EXECUTE A NON-EXCLUSIVE ELECTRICAL RIGHT OF WAY EASEMENT IN FAVOR OF TUCSON ELECTRIC POWER COMPANY ACROSS TOWN-OWNED PROPERTY LOCATED WITHIN THE SAGUARO BLOOM COMMUNITY PARK

WHEREAS the Town of Marana holds fee title to the Saguaro Bloom Community Park, obtained through plat dedication by the Saguaro Springs Final Plat, recorded on April 12, 2004, at Book 58, Page 23 in the Pima County Recorder's Office; and

WHEREAS Tucson Electric Power Company ("TEP") has submitted a formal request for a non-exclusive right of way easement across a portion of the Saguaro Bloom Community Park property as a condition for providing electrical service to the park; and

WHEREAS Town staff have worked extensively with TEP to ensure that the underground power line will be installed at an appropriate location so as not to interfere with existing and future public park improvements; and

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

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

SECTION 1. The right of way easement in favor of TEP in substantially the form attached as Exhibit A and incorporated by this reference in this resolution, is hereby approved, and the Town Engineer is hereby authorized to sign it and any associated documents for and on behalf of the Town of Marana,

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of November 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

RIGHT OF WAY EASEMENT

TOWN OF MARANA, an Arizona municipal corporation

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

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

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

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

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

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

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

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

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

In witness hereof, the Grantor has executed these presents this _____ day of _____, 2025.

TOWN OF MARANA, an Arizona municipal corporation

APPROVED AS TO FORM:

_____
SIGNATURE

_____
Jane Fairall, Town Attorney

_____
PRINTED NAME

_____
TITLE
Authorized pursuant to Marana Resolution No. 2025-_____

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ as _____ for the Town of Marana, an Arizona municipal corporation.

_____
Notary Public

Bowman

LEGAL DESCRIPTION FOR A NEW ELECTRIC LINE AND TRANSFORMER LOCATED ON THAT PARCEL AS SHOWN AS A.P.N. 216-40-019C, TOWN OF MARANA, AND BEING A PORTION OF BOOK 58 AND PAGE 23 OF MAPS AND PLATS

An electric easement within a portion of land referred to herein below is situated in the county of Pima, State of Arizona, being a portion of Town Of Marana, A.P.N. No. 216-40-019C, as described in Book 58 and Page 23 of Maps and Plats, deed recorded at sequence number 20060441267 at the Pima County Recorder's Office, Pima County, Arizona, located in Section 18, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at a Brass Cap Survey Monument, stamped "RLS 49549" at the centerline intersection of Saguaro Peaks Boulevard and North Saguaro Highlands Drive, Bk. 58, Pg. 23, from which bears a Brass Cap Survey Monument on the centerline of North Saguaro Highlands Drive, Bk. 58, Pg. 23, South 83°17'34" West, for a distance of 1272.91 feet, being the basis of bearing;

THENCE, along the centerline of North Saguaro Highlands Drive, South 83° 17' 34" West, for a distance of 487.44 feet;

THENCE, departing said centerline of North Saguaro Highlands Drive, North 06° 42' 26" West for a distance of 39.00 feet, to a point on the west right of way line of North Saguaro Highlands Drive that is also point "A" and the POINT OF BEGINNING;

THENCE, along the North right of way line of North Saguaro Highlands Drive, South 83° 17' 34" West, for a distance of 35.76 feet to a point on the West line of Parcel 216-40-019D and shown as point "B" and also being the **POINT OF BEGINNING**;

THENCE, South 83° 17' 34" West for a distance of 11.43 feet;

THENCE, North 35° 42' 33" West, for a distance of 582.19 feet;

THENCE, South 54° 17' 27" West for a distance of 10.00 feet;

THENCE, South 54° 17' 27" West, for a distance of 15.00 feet;

THENCE, North 35° 42' 33" West, for a distance of 15.00 feet;

THENCE, North 54° 17' 27" East, for a distance of 15.00 feet;

THENCE, North 35° 42' 33" West, for a distance of 5.00 feet:

THENCE, North 54° 17' 27" East, for a distance of 10.00 feet;

THENCE, North 35° 42' 33" West, for a distance of 125.94 feet;

THENCE, North 36° 50' 23" East, for a distance of 118.55 feet;

THENCE, North 53° 09' 37" West, for a distance of 5.00 feet;

Bowman

THENCE, South 36° 50' 23" West, for a distance of 2.50 feet;

THENCE, North 53° 09' 44" West, for a distance of 15.00 feet;

THENCE, North 36° 50' 23" East, for a distance of 15.00 feet;

THENCE, South 53° 09' 37" East, for a distance of 15.00 feet;

THENCE, South 36° 50' 23" West, for a distance of 2.50 feet;

THENCE, South 53° 09' 37" East, for a distance of 15.00 feet;

THENCE, South 36° 50' 23" West, for a distance of 121.21 feet;

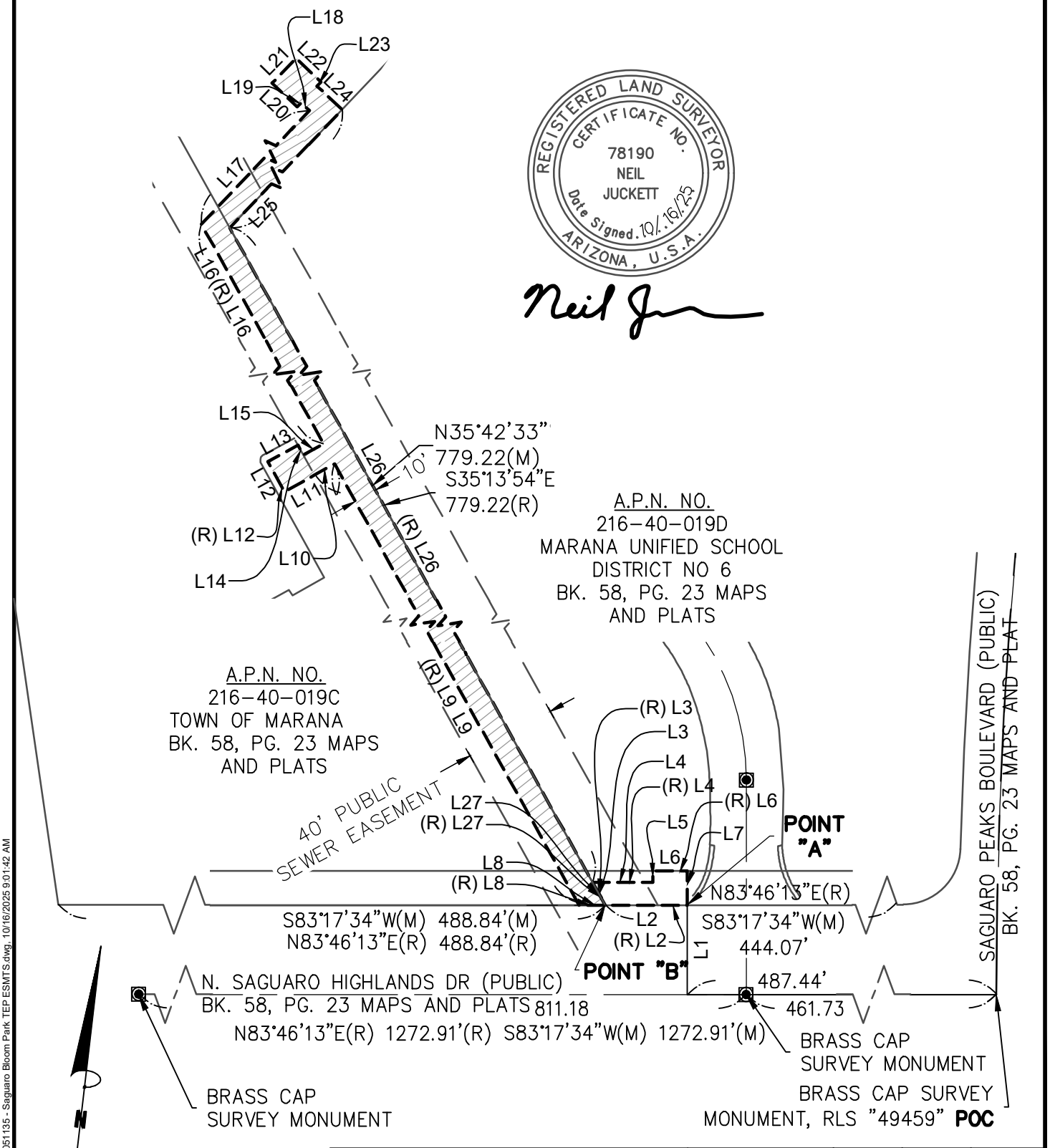
THENCE, South 35° 42' 33" East, for a distance of 704.90 feet;

THENCE, South 35° 42' 33" East, for a distance of 11.43 feet to west right of way line of North Saguaro Highlands Drive also being point "B" and also the **POINT OF BEGINNING**;

Said easement containing 9,021.13 sq. ft. or 0.21 acres., more or less.



LEGAL DESCRIPTION FOR A NEW ELECTRIC LINE AND TRANSFORMER LOCATED IN SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
78190
NEIL
JUCKETT
Date Signed 10/16/25
ARIZONA, U.S.A.

Neil Juckett

60 30 0 60
GRAPHIC SCALE
1" = 60'

Bowman
3275 West Ina Rd, Suite 220, Tucson, AZ
Phone: (520) 463-3200
www.bowmanconsulting.com

051135-TEP	T12S	R12E	SEC 18
051135-TEP MARANA, ARIZONA			SHEET NO. 3 OF 4
JOB #: 051135	FILENAME: 051135 - SAGUARO BLOOM PARK TEP ESMTS		

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LINE DATA

LINE #	BEARING	DISTANCE
L1	N06°42'26"W	39.00'
L2	S83°17'34"W	35.76'
L3	N35°42'33"W	11.43'
L4	N83°17'34"E	26.23'
L5	N05°56'46"W	5.00'
L6	N83°17'34"E	15.00'
L7	S06°42'26"E	15.00'
L8	S83°17'34"W	11.43'
L9	N35°42'33"W	582.19'
L10	S54°17'27"W	10.00'
L11	S54°17'27"W	15.00'
L12	N35°42'33"W	15.00'
L13	N54°17'27"E	15.00'
L14	S35°42'33"E	5.00'

LINE DATA

LINE #	BEARING	DISTANCE
L15	N54°17'27"E	10.00'
L16	N35°42'33"W	125.94'
L17	N36°50'23"E	118.55'
L18	N53°09'37"W	5.00'
L19	S36°50'23"W	2.50'
L20	N53°09'44"W	15.00'
L21	N36°50'23"E	15.00'
L22	S53°09'37"E	15.00'
L23	S36°50'23"W	2.50'
L24	S53°09'37"E	15.00'
L25	S36°50'23"W	121.21'
L26	S35°42'33"E	704.90'
L27	S35°42'33"E	11.43'

(RECORD) LINE DATA

LINE #	BEARING
(R) L2	N83°46'13"E
(R) L3	S35°13'54"E
(R) L4	N83°46'13"E
(R) L6	N83°46'13"E
(R) L8	N83°46'13"E
(R) L9	S35°13'54"E
(R) L11	S35°13'54"E
(R) L12	S35°13'54"E

(RECORD) LINE DATA

LINE #	BEARING
(R) L16	S35°13'54"E
(R) L17	S37°19'02"W
(R) L19	S37°19'02"W
(R) L21	S37°19'02"W
(R) L23	S37°19'02"W
(R) L25	S37°19'02"W
(R) L26	S35°13'54"E
(R) L27	S35°13'54"E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
78190
NEIL
JUCKETT
Date Signed 10/16/25
ARIZONA, U.S.A.

Neil Juckett

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051135-TEP	T12S	R12E	SEC 18
051135-TEP MARANA, ARIZONA			SHEET NO. 4 OF 4
JOB #: 051135	FILENAME: 051135 - SAGUARO BLOOM PARK TEP ESMTS		

Saguaro Bloom Community Park - TEP ROW Easement Location Map



Legend

Parcels



400.0 0 200.00

Feet

Council-Regular Meeting **C5**

Meeting Date: 11/18/2025

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: November 18, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-108: Relating to Procurement; approving a change order to the contract with Psomas Inc. in the amount of $91,516.00 for the Tangerine Road Widening, Phase 2A project (ST098); authorizing the transfer of appropriations, if necessary, for the change order; authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order; and approving and ratifying past change orders related to the contract with Psomas Inc. for the Tangerine Road Widening, Phase 2A project (Fausto Burruel)

Discussion:

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

The budget for fiscal year 2025-2026 was adopted on June 17, 2025 and included the Town's five-year CIP program. The Tangerine Road Widening, Phase 2A, Project No. ST098 (the "Project") was properly included within the Town of Marana's FY2026 Capital Improvement Plan. Effective January 31, 2022, the Town and Psomas Inc. (the "Consultant") entered into a professional services agreement (the "Agreement") for Project design services in the amount of $3,500,548.00. Since then, the following 12 amendments have been executed involving change orders:

1. Effective July 18, 2022, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 1") to add to the Scope of Work the Tangerine

Road, I-10 to Dove Mountain Boulevard Wildlife Features and to increase the Consultant's fee. This change order was in the amount of $267,357.00 and, pursuant to MTC 3-4-8(A)(3), should have been approved by the Marana Town Council but was inadvertently approved administratively.

2. Effective September 19, 2022, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 2") to add to the Scope of Work the Tangerine Road, I-10 to Dove Mountain Boulevard – Interim Traffic Interchange (TI) Project No. ST107 and to increase the Consultant's fee. This change order was in the amount of $495,291.00 and, pursuant to MTC 3-4-8(A)(3), should have been approved by the Marana Town Council but was inadvertently approved administratively.
3. Effective May 29, 2023, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 3") to add to the Scope of Work the Tangerine Road, I-10 to Dove Mountain Boulevard Final Design – Adonis Road, Mandarina to Tangerine and to increase the Consultant's fee. This change order was in the amount of $128,764.00 and, pursuant to MTC 3-4-8(A)(3), should have been approved by the Marana Town Council but was inadvertently approved administratively.
4. Effective October 16, 2023, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 4") to (1) add to the Scope of Work the Adonis Road Extension Phase 2, Mandarina to Tangerine – Final Design, (2) extend the term of the Agreement, and (3) increase the Consultant's fee. This change order was in the amount of $628,634.00 and, pursuant to MTC 3-4-8(A)(3), should have been approved by the Marana Town Council but was inadvertently approved administratively.
5. Effective November 27, 2023, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 5") to add to the Scope of Work the Tangerine Road, I-10 to Dove Mountain Boulevard/Twin Peaks Road Scope of Work and Fee – Final Design Joint Utility Trench (JUT) and to increase the Consultant's fee. This change order was in the amount of $49,974.00 and, pursuant to MTC 3-4-8(A)(3), should have been approved by the Marana Town Council but was inadvertently approved administratively.
6. Effective February 8, 2024, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 6") to add to the Scope of Work the Tangerine Road, I-10 to Dove Mountain Boulevard/Twin Peaks Road Scope of Work and Fee – Final Design Phase II Data Recovery and to increase the Consultant's fee. This change order was in the amount of $349,695.00 and, pursuant to MTC 3-4-8(A)(3), should have been approved by the Marana Town Council but was inadvertently approved administratively.
7. Effective April 29, 2024, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 7") to add to the Scope of Work the ST098-Tangerine Road Phase 2 – UPRR Track Extension Preliminary Design to 30% for UPRR Approval and to increase the Consultant's fee. This change order was in the amount of $153,360.70 and, pursuant to MTC 3-4-8(A)(3), should have been approved by the Marana Town Council but was inadvertently approved administratively.
8. Effective May 8, 2024, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 8") to add to the Scope of Work the

ST098-Tangerine Road, I-10 to Dove Mountain Blvd Phase 2A – Post Design Services and to increase the Consultant's fee. This change order was in the amount of $324,907.40 and, pursuant to MTC 3-4-8(A)(3), should have been approved by the Marana Town Council but was inadvertently approved administratively.

9. Effective August 5, 2024, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 9") to add to the Scope of Work to the ST098-Tangerine Road, I-10 to Dove Mountain Blvd Phase 2A – Final Design Phase II Data Recovery Services and to increase the Consultant's fee. This change order was in the amount of $381,786.75, and the change order was approved by the Marana Town Council on June 18, 2024.
10. Effective September 23, 2024, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 10") to add to the Scope of Work the ST098-Tangerine Road, I-10 to Dove Mountain Blvd Phase 2A – Final Design Phase II Data Recovery – Change Order #2 Services and to increase the Consultant's fee. This change order was in the amount of $282,242.90, and the change order was approved by the Marana Town Council on August 20, 2024.
11. Effective September 24, 2024, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 11") to add to the Scope of Work the ST098-Tangerine Road Phase 2, I-10 to Dove Mountain Blvd – Final Design Cultural Resources Monitoring Services and to increase the Consultant's fee. This change order was in the amount of $121,910.75, and the change order was approved by the Marana Town Council on September 17, 2024.
12. Effective February 17, 2025, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 12") to add to the Scope of Work the ST098 -Tangerine Road Phase 2, I-10 to Dove Mountain Blvd – Final Design Phase II Data Recovery – Change Order and to increase the Consultant's fee. This change order was in the amount of $561,272.00, and the change order was approved by the Marana Town Council on February 4, 2025.

To date, the total of all change orders for the Psomas Inc. contract is $3,807,487.00.

Now that this preliminary track design has been completed pursuant to the change order reflected in Amendment No. 7, final design of the track is required. The scope of work for UPPR Track cover final design of the track extension, modification of the roadway and traffic signal/pre-signal design, and supporting services required to progress the railway design to the 100% level for design approval by UPPR. It will also cover post design services during construction of the project. These improvements are being designed as part of the ST098 – Tangerine Road Phase 2 project ('this project').

The cost of this change order is $91,516.00. This will bring the total of the Psomas Inc. contract to $7,399,551.00

If adopted, the resolution accompanying this agenda item will authorize the $91,516.00 change order for the UPRR track cover final design of the track extension. It will also ratify the already effectuated change orders reflected in Amendment Nos. 1 through 8 that should have been previously approved by Council, but that instead were inadvertently approved administratively by Town staff.

Financial Impact:

Fiscal Year:	2026
Budgeted Y/N:	Yes
Amount:	$91,516.00

Funding for this change order is available within the existing project budget.

Staff Recommendation:

Staff recommends approval of Resolution No. 2025-108.

Suggested Motion:

I move to adopt Resolution No. 2025-108, approving a change order to the contract with Psomas Inc. in the amount of $91,516.00 for the Tangerine Road Widening, Phase 2A project (ST098); authorizing the transfer of appropriations, if necessary, for the change order; authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order; and ratifying past change orders related to the contract with Psomas Inc. for the Tangerine Road Widening, Phase 2A project.

Attachments

Resolution No. 2025-108

Tangerine UPRR Track Extension Final Design Scope and Fee Proposal,

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MARANA RESOLUTION NO. 2025-108

RELATING TO PROCUREMENT; APPROVING A CHANGE ORDER TO THE CONTRACT WITH PSOMAS INC. IN THE AMOUNT OF $91,516.00 FOR THE TANGERINE ROAD WIDENING, PHASE 2A PROJECT (ST098); AUTHORIZING THE TRANSFER OF APPROPRIATIONS, IF NECESSARY, FOR THE CHANGE ORDER; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS TO EFFECTUATE THE CHANGE ORDER; AND APPROVING AND RATIFYING PAST CHANGE ORDERS RELATED TO THE CONTRACT WITH PSOMAS INC. FOR THE TANGERINE ROAD WIDENING, PHASE 2A PROJECT

WHEREAS Marana Town Code ("MTC") Section 3-4-7(B)(3) provides that Town Council approval is necessary for change orders that individually or cumulatively exceed the amounts set forth in MTC 3-4-8(A)(3); and

WHEREAS the budget for fiscal year 2025-2026 was adopted on June 17, 2025 and included the Town's five-year CIP program; and

WHEREAS the Tangerine Road Widening, Phase 2A, Project No. ST098 (the "Project") was properly included within the Town of Marana's FY2026 Capital Improvement Plan; and

WHEREAS effective January 31, 2022, the Town and Psomas Inc. (the "Consultant") entered into a Professional Services Agreement (the "Agreement") for Project design services in the amount of $3,500,548.00; and

WHEREAS since then, the following 12 amendments have been executed involving change orders: (1) effective July 18, 2022, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 1") to add to the Scope of Work the Tangerine Road, I-10 to Dove Mountain Boulevard Wildlife Features and to increase the Consultant's fee in the amount of $267,357.00; (2) effective September 19, 2022, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 2") to add to the Scope of Work the Tangerine Road, I-10 to Dove Mountain Boulevard – Interim Traffic Interchange (TI) Project No. ST107 and to increase the Consultant's fee in the amount of $495,291.00; (3) effective May 29, 2023, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 3") to add to the Scope of Work the Tangerine Road, I-10 to Dove Mountain Boulevard Final Design – Adonis Road,

Mandarina to Tangerine and to increase the Consultant's fee in the amount of $128,764.00; (4) effective October 16, 2023, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 4") to (a) add to the Scope of Work the Adonis Road Extension Phase 2, Mandarina to Tangerine – Final Design, (b) extend the term of the Agreement, and (c) increase the Consultant's fee in the amount of $628,634.00; (5) effective November 27, 2023, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 5") to add to the Scope of Work the Tangerine Road, I-10 to Dove Mountain Boulevard/Twin Peaks Road Scope of Work and Fee – Final Design Joint Utility Trench (JUT) and to increase the Consultant's fee in the amount of $49,974.00; (6) effective February 8, 2024, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 6") to add to the Scope of Work the Tangerine Road, I-10 to Dove Mountain Boulevard/Twin Peaks Road Scope of Work and Fee – Final Design Phase II Data Recovery and to increase the Consultant's fee in the amount of $349,695.00; (7) effective April 29, 2024, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 7") to add to the Scope of Work the ST098-Tangerine Road Phase 2 – UPRR Track Extension Preliminary Design to 30% for UPRR Approval and to increase the Consultant's fee in the amount of $153,360.70; (8) effective May 8, 2024, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 8") to add to the Scope of Work the ST098-Tangerine Road, I-10 to Dove Mountain Blvd Phase 2A – Post Design Services and to increase the Consultant's fee in the amount of $324,907.40; (9) effective August 5, 2024, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 9") to add to the Scope of Work to the ST098-Tangerine Road, I-10 to Dove Mountain Blvd Phase 2A – Final Design Phase II Data Recovery Services and to increase the Consultant's fee in the amount of $381,786.75; (10) effective September 23, 2024, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 10") to add to the Scope of Work the ST098-Tangerine Road, I-10 to Dove Mountain Blvd Phase 2A – Final Design Phase II Data Recovery – Change Order #2 Services and to increase the Consultant's fee in the amount of $282,242.90; (11) effective September 24, 2024, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 11") to add to the Scope of Work the ST098-Tangerine Road Phase 2, I-10 to Dove Mountain Blvd – Final Design Cultural Resources Monitoring Services and to increase the Consultant's fee in the amount of $121,910.75; and (12) effective February 17, 2025, the Town and Consultant entered into an amendment to the Agreement ("Amendment No. 12") to add to the Scope of Work the ST098 -Tangerine Road Phase 2, I-10 to Dove Mountain Blvd – Final Design Phase II Data Recovery – Change Order and to increase the Consultant's fee in the amount of $561,272.00; and

WHEREAS to date, the total of all change orders for the Psomas Inc. contract is $3,807,487.00; and

WHEREAS pursuant to MTC 3-4-8(A)(3), the change orders reflected in Amendment Nos 1 though 8 should have previously been approved by the Marana Town Council, but were instead inadvertently approved administratively by Town staff; and

WHEREAS Amendments 9 through 12 have already been approved by the Marana Town Council; and

WHEREAS now that this preliminary track design has been completed pursuant to the change order reflected in Amendment No. 7, final design of the track is required; and

WHEREAS the cost of this change order for final design of the track is $91,516.00, bringing the total of the Agreement to $7,399,551.00; and

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

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

SECTION 1. The Town Council hereby approves the change orders in the amounts reflected in Amendment Nos. 1 through 8 to the Agreement, and these change orders, along with actions taken by Town staff required or beneficial to carry out the terms, obligations, and objectives of the change orders, are hereby ratified.

SECTION 2. The Town Council hereby (1) approves a change order to the Agreement in the amount of $91,516.00 for the Tangerine Road Widening, Phase 2A project (ST098), (2) authorizes the transfer of appropriations, if necessary, for the change order, (3) authorizes the Town Manager or designee to execute the necessary documents to effectuate the change order, and (4) directs and authorizes the Town Manager and staff to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the change order.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of November, 2025.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

PSOMAS

October 9, 2025

Jennifer Flood
Deputy Director Public Works
Town of Marana
5100 W. Ina Road
Marana, AZ 85743

Re: ST098 – Tangerine Road Phase 2
Scope of Work and Fee – UPRR Track Extension Final Design and Post Design
Psomas Job 7TMA210212

Dear Jennifer:

Psomas is pleased to provide this scope of work and fee for a contract modification to add final design of the UPRR track extension, and post design services during construction, as part of the Tangerine Road Phase 2 project. The total estimated fee as outlined in the Fee Estimate, is **$91,516.00** on a time and materials basis to the maximum authorized amount. If you have any questions concerning the proposal, please do not hesitate to give me a call at (520) 292-2300. We appreciate the opportunity to provide our services to the Town of Marana.

Respectfully Submitted,
Psomas

Sean Samsel, P.E.
Vice President
ssamsel@psomas.com

Attachments: Scope of Services with Exhibits
Fee Estimate

SCOPE OF WORK

ST098 – TANGERINE ROAD PHASE 2

UPRR TRACK EXTENSION
CONTRACT MODIFICATION FOR FINAL DESIGN AND POST DESIGN

OVERVIEW

As the Tangerine Road Phase 2 project has been developed, design at the existing railroad crossing east of I-10 has been coordinated with Union Pacific Railroad (UPRR) and the Arizona Corporation Commission (ACC). Through this coordination it has become necessary to perform design work for the extension of a third railway track (Track 130) across Tangerine Road to widen the roadway to its ultimate configuration. Preliminary track design was performed to obtain UPRR approval to move to final design. This scope of work will cover final design of the track extension (by RailPros), modification of the roadway and traffic signal/pre-signal design as a result of the third track to address UPRR comments, and other supporting services (UPRR coordination by OG Engineering) required to progress the railway design to the 100% level for design approval to construct by UPRR. It will also cover post design services during construction of the project. These improvements are being designed as part of the ST098 – Tangerine Road Phase 2 project ('this project').

70601. ROADWAY DESIGN MODIFICATIONS – FINAL DESIGN

The roadway crossing and pre-emption/pre-signal design was modified to accommodate the third track crossing during the preliminary design phase and submitted to UPRR for review. Comments on the roadway design and pre-emption calculations/pre-signal design were received from UPRR in September 2025. Revisions to roadway crossing design and pre-signal design will be required to be compatible with the third track extension through Tangerine Road. Psomas will address current UPRR comments on the roadway and pre-emption/pre-signal design and submit roadway plan sheets with the 90% and 100% track design to obtain approval to construct.

UPRR has indicated that the Town's CMAR contractor will be responsible for performing grading and embankment work related to the track construction. UPRR forces will be

responsible for construction related directly to the track extension and concrete panel setting across the roadway. Psomas will coordinate with the project CMAR contractor and RailPros to identify the items of work that are the Town's responsibility and develop an item listing that will be used as the basis for development of GMP(s) to perform this work. Psomas will also coordinate with RailPros, the CMAR contractor, and UPRR to develop any special provisions required for the third track construction and develop a project construction phasing plan to coordinate with track construction with the roadway widening.

70700. UTILITY POTHOLING AND COORDINATION

Mapping of utilities was included in the preliminary design phase, and a contingency was added to address potholes that may be required and the potential variable additional costs incurred for UPRR permitting and flagging. It is anticipated that there are sufficient funds remaining in the preliminary design contract to perform the potholing and complete coordination with utility companies in the UPRR ROW corridor. If unexpected costs arise or the cost of potholing exceeds the originally allocated funds, it will be addressed through the additional services task.

78001. PROJECT ADMINISTRATION, COORDINATION, QUALITY CONTROL

This task will cover coordination and meetings with subconsultants (RailPros, OG Engineering), the Town of Marana, ACC, and UPRR to finalize development of the track extension plans and obtain approval for construction. General project administration including contracting with subconsultants, monthly invoicing, and preparation of progress reports will be performed. Quality control of deliverables based on the Quality Control Plan developed for the ST098 project will also be performed. It is assumed for scoping purposes that the total duration of the final design efforts to get to UPRR approval will be approximately six (6) months. An estimated budget for OG Engineering to coordinate the track extension with UPRR (on a time and material basis) has been included with the estimated direct expenses.

78950. TRACK EXTENSION FINAL DESIGN – RAILPROS

Final design of the third track extension will be performed by RailPros. A review of the remaining track design funds was conducted after UPRR approval of the 25% plans and the estimated contract modification to progress the plans to 100% approval has been provided by

RailPros. This scope of work is included at the end of the Psomas scope of work and is incorporated as part of the project scope.

79000. POST DESIGN SERVICES

Psomas will perform post design services for construction of the track extension and roadway crossing within UPRR right of way. The estimated level of effort is based on a 3-month construction duration.

Psomas expects the following are representative of the types of tasks that will be required for construction of this project:

- Attendance at weekly construction meetings, field visits, and other meetings as requested.
- Review and response to construction RFIs.
- Review of shop drawings and material submittals.
- Review and coordination of proposed modifications or field changes to design.
- Revisions and modifications to design plans and special provisions.
- Coordination with utilities to address unexpected utility conflicts.
- Coordination with the public, UPRR, and other stakeholders.
- Prepare as-builts to plans upon project completion. It is assumed a redlined set will be provided by the contractor.

RailPros will provide post design services related to answering RFIs and reviewing shop drawings pertaining directly to the track work. Their anticipated post design effort has been included in the proposal appended to this scope of work.

79999. ADDITIONAL SERVICES

This line item is included to provide services that are not considered necessary at this point but that may become required for reasons such as unanticipated field conditions, the findings of the design process, or changes in project scope or schedule. The list of items that could constitute additional services includes, but is not limited to: right-of-way research, additional drainage modeling, additional UPRR permit or flagging expenses for fieldwork, additional potholing needs above the initial anticipated cost, among others.

Any use of the funds budgeted for this task must be requested in writing by the Consultant and receive authorization in writing from the agency Project Manager.

EXCLUSIONS

The following are excluded from the scope of work:

- All work associated with the railway design will take place within UPRR right-of-way. Per RailPros, UPRR does not generally request environmental or cultural studies, clearances, fieldwork, native plant inventory, or environmental mitigation for this type of project, and all environmental work is excluded. If environmental studies or fieldwork become necessary due to request from the Town of Marana or UPRR, it will be addressed through a contract modification.
- It is not anticipated at this time that a SWPPP will be necessary.
- Boundary survey, review of title reports, and production of legal descriptions or right-of-way plans are excluded.
- Psomas will coordinate utility impacts with utility companies, but no utility design is included.
- Design for modification or new installations of railroad signals, switches, crossing gates, and advance warning devices is generally handled by UPRR through the Preliminary Engineering agreement, no design of these features by the design team is included.
- No structural engineering is included.
- A drainage memorandum documenting the drainage impacts to the project area from the project was developed in the preliminary design stage. The memorandum was submitted to UPRR and no comments were received. It is not anticipated that additional drainage modeling will be required at this time, if comments from UPRR or changes to the project design require modifications to the drainage modeling, it will be addressed through additional services
- Survey and mapping required for the track extension was performed in preliminary design and additional survey is not anticipated at this time. If additional surveying becomes necessary to complete final design it will be addressed through the additional services task.
- The geotechnical investigation required for this project was performed in the preliminary design stage and no further work is anticipated.

DELIVERABLES

The following are the major project deliverables. They will be provided in electronic (PDF unless otherwise noted) format only, hard copy submittals will not be provided or distributed.

- Track Design Plans (90%, 100%) (RailPros)
- Engineers Estimate for track cost (RailPros, OG Engineering)
- Revised Tangerine Road roadway and signal design sheets (Psomas)
- Revised pre-emption calculations (Psomas)
- Electronic base files (AutoCAD 2020)

PROJECT SCHEDULE

The track extension design schedule to reach final approval for construction from UPRR is expected to be approximately 6 months.

The date for beginning of construction is not known at this time and is dependent on third-parties (the ACC for approval of the crossing, and UPRR for scheduling of the rail and signal work, which they will perform). The duration of construction for post design services once construction begins is approximately 3 months.

ST098
Tangerine Rd Phase 2
UPRR Track Extension
Final Design
PSOMAS

ESTIMATED DIRECT LABOR (Psomas)

Classification	Estimated Man-hours	Burdened Labor Rate	Burdened Labor Costs
Project Principal	0	$266.00	$ -
Sr. Project Manager	80	$239.00	$ 19,120.00
Sr. Engineer	78	$205.00	$ 15,990.00
Project Engineer	0	$163.00	$ -
Designer	40	$134.00	$ 5,360.00
GIS Sr. Consultant	0	$260.00	$ -
Survey Manager	0	$189.00	$ -
Project Surveyor	0	$171.00	$ -
2-Man Survey Crew	0	$192.00	$ -
Administration	0	$105.00	$ -
Party Chief	0	$107.00	$ -
Survey Tech	0	$107.00	$ -
Total	198		

Total Estimated Labor (Psomas) $ 40,470.00

ESTIMATED DIRECT EXPENSES (Psomas and Subs: Listed by Item at Estimated Actual Cost)

Item	Quantity	Amount	Total
OG Engineering (UPRR Coordinator)			$ 17,500.00
			$ -
			$ -
			$ -
			$ -
			$ -

Direct Expenses TOTAL $ 17,500.00

Subconsultant	Total
RailPros	$ 23,546.00

Sub-Consultant TOTAL $ 23,546.00

TOTAL ESTIMATED LABOR (Psomas)	$ 40,470.00
TOTAL ESTIMATED DIRECT COSTS (Psomas)	$ 17,500.00
TOTAL ESTIMATED OUTSIDE SERVICES (not to exceed)	$ 23,546.00
SUBTOTAL	$ 81,516.00
TOTAL ESTIMATED COST	**$ 81,516.00**
ADDITIONAL SERVICES (To be authorized by Town on an as-needed basis)	$ 10,000.00
CONTRACT MODIFICATION TOTAL	**$ 91,516.00**

Rev 10/9/25

Psomas
Project Fee Estimate / Authorized Task List

Project Number: 7TMA210212
Project Name: UPRR Track Extension - Final
Project Manager: Sean Samsel
Date: 10/9/2025

Task No.	Team	Design Description	Project Principal $ 266 / Hr. Hrs.	Amount	Sr. Project Mgr. $ 239 / Hr. Hrs.	Amount	Sr. Engineer $ 205 / Hr. Hrs.	Amount	Project Engineer $ 163 / Hr. Hrs.	Amount	Designer $ 134 / Hr. Hrs.	Amount	GIS Sr. Consultant $ 260 / Hr. Hrs.	Amount	Survey Manager $ 189 / Hr. Hrs.	Amount	Project Surveyor $ 171 / Hr. Hrs.	Amount	2-Man Survey Crew $ 192 / Hr. Hrs.	Amount	Administration $105 / Hr. Hrs.	Amount	Party Chief $ 107 / Hr. Hrs.	Amount	Survey Tech $ 107 / Hr. Hrs.	Amount	Psomas Burdened Labor Total	Subconsultants Amount	Task Total
70600	**B**	**Roadway Design Mods/Additions**																										
	B	Modify Roadway Crossing Design		$ -	4	$ 956	8	$ 1,640		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 2,596	$ -	$ 2,596
	B	Roadway plans sheet drafting updates		$ -	2	$ 478	4	$ 820		$ -	24	$ 3,216		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 4,514	$ -	$ 4,514
	B	Revisions to Pre-Signal Design		$ -		$ -	4	$ 820		$ -	8	$ 1,072		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,892	$ -	$ 1,892
	B	Update Pre-Empt Calcs		$ -		$ -	2	$ 410		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 410	$ -	$ 410
	B	Submittals to UPRR, address comments		$ -	4	$ 956	4	$ 820		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,776	$ -	$ 1,776
	B	Construction GMP development with CMAR		$ -	4	$ 956	8	$ 1,640		$ -	8	$ 1,072		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 3,668	$ -	$ 3,668
	B	Roadway/track phasing coordination and exhibits		$ -	8	$ 1,912	8	$ 1,640		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 3,552	$ -	$ 3,552
	B	Special provisions package development for track		$ -	8	$ 1,912		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,912	$ -	$ 1,912
				$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	$ -	$ -
				$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	$ -	$ -
				$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	$ -	$ -
				$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -		$ -
		Total Roadway Design Mods/Additions	**-**	**$ -**	**30**	**$ 7,170**	**38**	**$ 7,790**	**-**	**$ -**	**40**	**$ 5,360**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**$ 20,320**	**$ -**	**$ 20,320**
78001		**Project Admin, Coordination, QC**																										
	B	Internal RailPros, TOM Coordination		$ -	8	$ 4	4	$ 820		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 824		$ 824
	B	Project Management		$ -	8	$ 1,912		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,912		$ 1,912
	B	Coordination with UPRR / ACC		$ -	4	$ 956	4	$ 820		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,776		$ 1,776
				$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -		$ -
				$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -		$ -
		Total Project Admin, Coordination, QC	**-**	**$ -**	**20**	**$ 2,872**	**8**	**$ 1,640**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**			**$ 4,512**	**$ -**	**$ 4,512**
79000		**Post Design Services (Est. 3 months)**																										
	B	Shop Drawing/RFI Review and Response		$ -	4	$ 956	8	$ 1,640		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 2,596		$ 2,596
	B	Construction meetings		$ -	12	$ 2,868	4	$ 820		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 3,688		$ 3,688
	B	Coordination with TOM, UPRR, CMAR		$ -	8	$ 1,912	4	$ 820		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 2,732		$ 2,732
	B	As-Built Plans		$ -	2	$ 478	8	$ 1,640		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 2,118		$ 2,118
	B	Design Revisions as needed		$ -	4	$ 956	8	$ 1,640		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 2,596		$ 2,596
		Total Post Design Services (Est. 3 months)	**-**	**$ -**	**30**	**$ 7,170**	**32**	**$ 6,560**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**			**$ 13,730**	**$ -**	**$ 13,730**
		Proposal Total	**-**	**$ -**	**80**	**$ 17,212**	**78**	**$ 15,990**	**-**	**$ -**	**40**	**$ 5,360**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**$ 38,562**	**$ -**	**$ 38,562**

Total Labor Costs Psomas	**$ 38,562**	
Total Subconsultants		**$ -**
Total Labor		**$ 38,562**

July 17, 2025
Tom Houle
CIP Project Manager
Town of Marana

Subject: **Quote for (Change Order 1) 100% design services for Tangerine Rd. Track Extension in Marana, AZ (DOT# 741088V)**

Dear Tom,

We understand that the City of Marana desires to progress the track plans to 100% design now that the 25% site walk has been completed. Below is an update scope for completion of the track design plans.

Task 4 – 100% Track Design, Estimate, Bid Documents, and Construction Support
RailPros will progress the track plans through the UPRR submittal process. Comments from previous submittals will be addressed and responses will be documented with the submittal. Drainage and grading plans as well as details will be refined as bid ready plans are developed. We assume two rounds of UPRR submittals before completing final review by UPRR.

Track Design task will include the following:

- **Final Design Plans, Specifications, and Estimate:** Plans and Railroad Specific Bid Documents will be finalized per comments from UPRR and local jurisdiction. Bid Documents will reference UPRR Specifications. Phasing plans will also be included per request by UPRR.
- **Pre-Bid Site Visit:** RailPros' project manager will plan to be in attendance to assist with questions from bidders for the project
- **Construction Support:** RailPros will assist with all railroad-related issues after the project has been awarded. This task includes:
    - Review of material submittals and RFIs.
    - Any additional coordination with UPRR

FEE

The Total Fee estimate is summarized as:

Task 4 – Final Track Design, Estimate Bid Docs & Const. Support **$23,546**

DELIVERABLES

- Final track design plan submission to UPRR for review (11"x17" full size, 100 scale or 200 scale). The drawing will be formatted such that it will be suitable for UPRR review and approval as per UPRR Public Project Track Standards.
- Finalized Geotechnical Report including recommendations for subgrade preparation/ stability, ballast thickness, and subballast thickness.
- Railroad Related Bid Documents and Specifications
- Estimate of Probable Track Construction Costs based on final design.

ASSUMPTIONS

- Psomas to provide all required survey information for the project.
- Psomas to create all road crossing sheets, with input from RailPros on proposed track elevation.
- RailPros will work with Psomas to jointly submit a Track and Civil package through UPRR's Public Project Submittal process.
- All railroad work will follow UPRR design specifications.

EXCLUSIONS

- H&H design, outside of track grading footprint
- Structural Engineering
- Environmental Engineering
- Floodplain / Environmental Permitting / SWPPP Creation
- Utilities relocation design and coordination (other than noting protection of existing utilities identified in the field and identifying utilities on the plans that need to be relocated)
- Railroad Signal and Advanced Warning Device Design
- Crossing / Roadway Design
- Attendance at PUC Hearing(s) or Crossing Diagnostic Meeting(s)

Invoices are submitted upon completion of the job or at month end. On-going jobs are billed on a monthly basis. Payments of invoices are due upon receipt, within 30 days. Invoices are subject to a 1% fee for every 30 days the payment is delinquent. We offer credit card payment processing for an additional 5% fee.

You may indicate your acceptance of the price listed above by signing and returning this quote via email. If you have any questions regarding this quote or would like further information, please feel free to contact me.

AGREED TO AND ACCEPTED BY:

Thank you,

Client Company Representative

RailPros

Printed Name

Adam Halls, PE
Central Regional Manager
Freight Rail Design
515-321-9468

Title Date

O.G. Engineering LLC

Roads and Rails

www.OGEngineeringPro.com

October 13, 2025

Sean Samsel, Sr. PM
PSOMAS
Office: (520) 690 7871
Cell: (520) 822 4581
SSamsel@psomas.com

Subject: **Supplemental proposal to Quote for providing supporting services for the Tangerine Rd crossing project at UPRR in Marana, AZ**

Dear Mr. Samsel,

This is a proposal for the continuation of services under Agreement 7TMA210201 for the Tangerine Rd at UPRR project. O.G. Engineering LLC will continue to provide support for the project as described under tasks, terms and conditions of the existing agreement. The major items of coordination expected, include progression of the project design and coordination with UPRR on approval of roadway plans at the crossing, preparation of the railroad cost estimates, preparation and execution of the railroad agreement and coordination with the ACC. The estimates time needed for completion of these tasks is 100 hours.

FEE

- For the services described above, PSOMAS agree to pay O.G. Engineering a fee of up to **$17,500**. OG Engineering LLC will invoice actual hours worked, up to the amount above.

You may indicate your acceptance of the proposal by signing and returning this quote via email. If you have any questions regarding this quote or would like further information, please feel free to contact me.

O.G. Engineering LLC.

07/14/2025

Alex Popovici — Date

602 818 3896
Apopovici@ogengineeringpro.com

AGREED TO AND ACCEPTED BY:

Psomas

Printed Name

Title — Date

Council-Regular Meeting **C6**

Meeting Date: 11/18/2025

To: Mayor and Council

From: Jill McCleary, Town Clerk

Date: November 18, 2025

Subject: Approval of Regular Town Council Meeting Summary Minutes of November 4, 2025 (Jill McCleary)

Attachments

Regular Council Meeting Summary Minutes, 11/04/2025

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, November 4, 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 6:00 PM and directed the Town Clerk to call the roll. All Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

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

CALL TO THE PUBLIC

Bennett Burke, **Debbie Gorkowski**, **Mary Romer**, **Kate Kosse**, **Jon Curry**, **Rolande Baker**, **Mihreya Franco**, and **Joanna Ryan** addressed the Council in opposition to a potential ICE detention facility in Marana. Many speakers cited humanitarian, ethical, and community concerns and shared professional and personal experiences in their remarks. Common themes included opposition to private prison operations, concerns

about overcrowding and treatment of detainees, and the potential social and moral impacts such a facility could have on the community. **Ms. Romer** submitted a document titled "Management & Training Corporation Rap Sheet" to the Town Clerk.

Mayor Post thanked the speakers for attending and expressing their concerns.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Murphy reported on the success of the "Stuff the Horse Trailer" food drive held at the Marana Heritage Arena benefiting the Marana Food Bank. She encouraged residents to continue donating.

Council Member Cavanaugh provided an update on the Arizona Department of Child Safety facility at Ina Road and Silverbell. He noted the organization's work in family reunification.

Council Member Comerford reported attending the Arizona Association of Economic Development Conference with **Council Member Officer**. She noted the value of hearing directly from staff at the conference. She also commended Discover Marana for a recent publication promoting Marana.

Vice Mayor Ziegler expressed gratitude for community support following her recent hip surgery.

Mayor Post reported attending the Gladden Farms HOA annual meeting. He said that at the meeting developers turned the HOA over to residents.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema reported that the Town issued 70 single-family residential permits in October 2025, compared to 83 permits in October 2024. He said holiday decorations and lighting installations would begin soon in preparation for the annual Holiday Festival. **Mr. Rozema** noted that the El Rio Preserve had been temporarily drained for maintenance. He also announced that a portion of Postvale Road was scheduled to close permanently on November 24. **Mr. Rozema** congratulated the Discover Marana team for receiving an award from the Southern Arizona Chapter of the Public Relations Society of America for its Tourism Master Plan.

PRESENTATIONS

P1 Relating to Water Resources: Central Arizona Project (CAP) update to Mayor and Council (Heidi Lasham)

Water Director Heidi Lasham introduced **CAP Stakeholder Outreach Coordinator Mitch Basefsky**.

Mr. Basefsky's presentation included an overview of current conditions and long-term planning efforts related to Arizona's water supply and the Colorado River. His presentation included updates on water levels, ongoing regional discussions, and initiatives to enhance public education and water conservation awareness. A copy of the presentation slides is on file with the Town Clerk's Office.

CONSENT AGENDA

C1 Resolution No. 2025-099: Related to Real Estate; approving and authorizing the Town Engineer to execute an Acquisition Agreement with CJR at Bullhead LLC for the purchase of approximately 0.82 acres of land located on the south side of Silverbell Road between its two Continental Reserve Loop intersections, identified as Pima County Assessor's Parcel No. 221-21-004E; and approving the transfer of up to $20,000 in budgeted expenditure authority from the General Fund Contingency line item to the Land Acquisition line item for fiscal year 2025-2026 for acquisition and expenses related to the acquisition (George Cardieri)

C2 Resolution No. 2025-100: Relating to Real Property; approving and authorizing the Town Engineer to execute a Temporary Access Easement in Favor of the Arizona Board of Regents across town-owned property, as necessary to provide temporary legal access to their radio tower property located immediately south of Marana Center (George Cardieri)

C3 Resolution No. 2025-101: Relating to Tourism; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Tucson Bicycle Classic regarding participation in and financial support of the time trial stage of the Tucson Bicycle Classic (Stefanie Boe)

C4 Approval of Regular Town Council Meeting Summary Minutes of October 21, 2025 (Jill McCleary)

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

B1 Resolution No. 2025-102: Relating to Boards, Commissions, and Committees; appointing Thomas F. Spindler as Trustee for the Marana Health Care Benefits Trust for a four-year term (Jill McCleary)

Vice Mayor Ziegler complimented Mr. Spindler's resume and thanked him for his application.

Vice Mayor Ziegler moved to adopt Resolution No. 2025-102. Council Member Officer seconded the motion. Motion passed, 7-0.

COUNCIL ACTION

A1 Resolution No. 2025-103: Relating to Utilities; adopting a notice of intention to increase water and wastewater rates over a multi-year (2026-2030) period; and setting a January 6, 2026 public hearing on the proposed rate increases (Heidi Lasham)

Ms. Lasham presented on this item. She indicated the resolution was the next step after the presentation given to the Council at the October 21, 2025, council meeting and offered to answer questions.

Council Member Cavanaugh inquired about the cost of the rate increase for a family of four. **Ms. Lasham** responded that the average impact on a family of four would be $7 per month.

Council Member Cavanaugh moved to adopt Resolution No. 2025-103. Council Member Officer seconded the motion. Motion passed, 7-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

Mr. Angell provided an update on public and private projects and development applications in the Town, as currently listed on the following website: https://portal.maranaaz.gov/portal/apps/experiencebuilder/experience/?id=dae15ad306fb4a3fba65ee3babc21d54.

Mr. Angell highlighted commercial projects, including The Learning Experience childcare center and a new Dunkin' Donuts. He reported on land-use applications for two data centers: Luckett Road South Data Center and Luckett Road North Data Center.

Mr. Angell also addressed the Council's questions regarding the status of construction at the Alexander Apartments and the location of the Shamrock Foods distribution facility.

EXECUTIVE SESSIONS

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

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

E2 Executive Session pursuant to A.R.S. § 38-431.03(A)(1) for discussion, consideration, and possible interview of a candidate for appointment to the Marana Health Care Benefits Trust Board.

FUTURE AGENDA ITEMS

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

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

ADJOURNMENT

Mayor Post asked for a motion to adjourn.

Vice Mayor Ziegler moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 7-0. The meeting was adjourned at 7:16 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on November 4, 2025. I further certify that a quorum was present.

_____

Jill McCleary, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 11/18/2025

To: Mayor and Council

Submitted For: Jill McCleary, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: November 18, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a location / owner transfer series #07 Beer and Wine Bar liquor license submitted by Kevin Arnold Kramber on behalf of Glam Boss Nail Bar, located at 3930 West Ina Road Suites 314 and 318, Tucson, Arizona, 85741 (Jill McCleary)

Discussion:

This application is for a location / owner transfer series #07 Beer and Wine Bar liquor license at Glam Boss Nail Bar, located at 3930 West Ina Road Suite 314 and 318, Tucson, Arizona, 85741.

Pursuant to state law, the application was posted at the premises where the business is to be conducted. The posted notice provided that residents within a one-mile radius from the premises may file written arguments in favor of or opposed to the issuance of the license with the Town Clerk's Office within 20 days of the posting. Any written arguments received by the Clerk's Office for or against the proposed liquor license are attached to this item and will be submitted to the Department of Liquor Licenses and Control (DLLC).

Town staff has reviewed this application to determine whether the applicant is in compliance with zoning, building, and other legal requirements for the business. Additionally, the Marana Police Department has conducted a local background check. The DLLC required management training has been submitted to the DLLC.

The Town Council must enter an order recommending approval or disapproval of the application within 60 days after filing the application. Pursuant to state statute, a license will only be issued after a satisfactory showing of the capability, qualifications, and reliability of the applicant and "in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license."

If the Council's recommendation is for disapproval, the order must include an attachment stating the specific reasons for the recommendation of disapproval and include a summary of the testimony or other evidence supporting the recommendation.

If the Council enters an order recommending approval of the application, or makes no recommendation, then no hearing before the Arizona state liquor board will take place, unless the director of the DLLC, the Liquor Board or a resident within a one-mile radius from the premises requests a hearing. If the Council enters an order recommending disapproval of the application, or if the director, board or a resident within a one-mile radius from the premises requests a hearing, then the state board will hold a hearing regarding the application.

At the hearing, the state board will consider all evidence and testimony in favor of or opposed to the granting of the license. The decision of the board to either grant or deny an application will normally take place within 105 days after the application has been filed, unless the director of the DLLC deems it necessary to extend the time period.

Staff Recommendation:

The Town staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for a location / owner transfer series #07 Beer and Wine Bar liquor license application submitted by Kevin Arnold Kramber on behalf of Glam Boss Nail Bar, located at 3930 West Ina Road Suites 314 and 318, Tucson, Arizona, 85741.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a location / owner transfer series #07 Beer and Wine Bar liquor license application submitted by Kevin Arnold Kramber on behalf of Glam Boss Nail Bar, located at 3930 West Ina Road Suite 314 and 318, Tucson, Arizona, 85741.

Attachments

Redacted Application

Affidavit of Posting
Local Governing Body Recommendation
Description of Common Liquor Licenses

LL 2025-12
received
10/09/2025
Email
4:00pm
NH

State of Arizona
Department of Liquor Licenses and Control

Created 10/09/2025 @ 03:47:56 PM

Local Governing Body Report

LICENSE

Number:	007100028799	Type:	007 BEER AND WINE BAR
Name:	GLAM BOSS NAIL BAR		
State:	Pending		
Issue Date:		Expiration Date:	09/30/2026
Original Issue Date:	06/20/2024		
Location:	3930 W INA ROAD #314 & #318 TUCSON, AZ 85741 USA		
Mailing Address:	[redacted] USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

Currently, this license has pending applications.

AGENT

Name:	KEVIN ARNOLD KRAMBER
Gender:	Male
Correspondence Address:	[redacted] USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	GLAM BOSS NAIL BAR LLC		
Contact Name:	KEVIN ARNOLD KRAMBER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23842226	State of Incorporation:	AZ
Incorporation Date:	06/18/2025		
Correspondence Address:	[redacted] USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

60th day
12-08-2025

Officers / Stockholders

Name:	Title:	% Interest:
TIEN VAN TRAN	Mgr-Member	50.00
ALBERT QUAN HOANG NGUYEN	Mgr-Member	50.00

GLAM BOSS NAIL BAR LLC - Mgr-Member

Name: TIEN VAN TRAN
Gender: Male
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

GLAM BOSS NAIL BAR LLC - Mgr-Member

Name: ALBERT QUAN HOANG NGUYEN
Gender: Male
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 362491
Application Type: Location / Owner Transfer
Created Date: 09/30/2025

QUESTIONS & ANSWERS

007 Beer and Wine Bar

1) Are you applying for an Interim Permit (INP)?
   No
4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
   Yes
   If Yes, what City, Town or Tribal Reservation is this Business located in?
   Town of Marana
11) Will there be an agent on this license?
   Yes
   A Document of type QUESTIONNAIRE is required.
12) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
   1,401 feet
   Sentinel Peak High School
   4125 N. Aerie Dr., Tucson, AZ 85741

13) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant

14) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Loss of $9,000 security deposit and Landlord lockout

15) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
$220,0000.00
1) $50,000.00; Albert Quan Nguyen, [redacted]
2) $170,000.00; Tien Tran, [redacted]

16) Is there a drive through window on the premises?
No

17) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
No

18) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
12/01/2025

19) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
$18,500.00

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	Albert Q.pdf	09/30/2025
BILL OF SALE	Bill of Sale.pdf	09/30/2025
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	09/30/2025
QUESTIONNAIRE	Kevin Agent Q.pdf	09/30/2025
ALIEN STATUS	Kevin ASF.pdf	09/30/2025
MISCELLANEOUS	Sect 6 & 7.pdf	09/30/2025
QUESTIONNAIRE	Tien Q.pdf	09/30/2025
ALIEN STATUS	KAK Passport 121328.pdf	09/30/2025

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SECTION 6 Person to Person Transfer ARS§4-203(C) (D) (G)

License # 00710002879 9

2. Current Agent Name / Individual Name: Brown (Last) Spencer (First) Tracy (Middle)

3. Current Ownership Name (Legal Entity): Suntoad Studios Inc. (Exactly as it appears on the license)

4. Premises Name: Hawaii Fluid Art (Exactly as it appears on the license)

5. Premises Location Address: 6401 (Street) Marana Boulevard (City) Tucson (State) AZ (County) Pima (Zip) 85742

6. Does current licensee intend to operate the business while this application is pending? ☐ Yes ☒ No

7. I (Signature): _____ (Current Agent/Individual as listed on the license certificate) authorize the transfer of this license to the applicant

SECTION 7 Location Transfer– Current Licensee Information ARS§4-203(C), (D), (G)

1. License #: 00710002879 9

2. Current Business: Name: Hawaii Fluid Art

Address: 6401 Marana Blvd. Tucson, AZ 85742 (Exactly as it appears on license)

3. New Business: Name: Clam Boss Nail Bar

Address: 3930 W. Ina Rd. # 314 & #318 Tucson, AZ 85741

SECTION 8 Proximity to School

A.R.S.§4-207 States that no **retailer's license** shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12), or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph **DOES NOT** apply to:

Series 01 Producer
Series 03 Microbrewery
Series 04 Wholesaler/Distributor
Series 05 Government license
Playing area of a golf course
Series 11 Hotel/motel license
Series 12 Restaurants that do not sell growlers
Series 13 Farm Winery
Series 18 Craft Distillery

Distance to nearest School: _____ (If less than one (1) mile, note footage) Name of School: _____

School Address: _____

Scanned with CamScanner

'25 10 2 Liq. Dept AM 7 28

BILL OF SALE

IN CONSIDERATION OF THE SUM OF:

TEN DOLLARS AND NO CENTSlawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged.

This BILL OF SALE (this "Agreement"), dated as of September 15, 2025 is by and among Suntoad Studios Inc., an Arizona Corporation (Seller), and Glam Boss Nail Bar LLC, an Arizona Limited Liability Company (Buyer).

RECITALS

A. Seller and Buyer are parties to a Liquor License Purchase Agreement executed August 29, 2025 (the "Purchase Agreement"), pursuant to which, among other things, Buyer has agreed to purchase certain assets of Seller upon the terms and conditions specified therein.

B. This Agreement is being executed and delivered in order to affect the transfer to Buyer of such assets as set forth in the Purchase Agreement.

AGREEMENTS

In consideration of the premises and the mutual covenants and agreements set forth in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions**. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

2. **Sale of Assets**. Seller, in accordance with and subject to the terms of the Purchase Agreement, hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer, in accordance with and subject to the Purchase Agreement, hereby purchases and acquires from Seller, all of Seller's right, title and interest of every kind and nature, that certain **State of Arizona Liquor License #007100028799, Tucson, AZ 85742** FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said personal property and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

3. **Counterparts**. This Agreement is executed pursuant to the Purchase Agreement and may be executed in two counterparts, each of which as so executed shall be deemed to be an original but both of which together shall constitute one and the same instrument. A facsimile signature shall be acceptable as an original for all purposes.

4. **Binding Effect**. This Agreement shall inure to the benefit of and be binding upon Buyer and Seller, and their respective successors and assigns, but shall not create any right of subrogation or other right on the part of any other person.

5. **Amendment, Waiver or Termination**. This Agreement cannot be amended, waived or terminated except by a writing signed by the parties hereto.

6. **Governing Law**. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.

'25 10 2 Liqr. Dept AM 7 28

IN WITNESS WHEREOF, Buyer and Seller have caused this Bill of Sale to be executed individually or in their respective corporate names by their respective proper officers thereunto duly authorized, as of the date first written above.

Dated: September 15, 2025

SELLER:

Suntoad Studios Inc., an Arizona Corporation

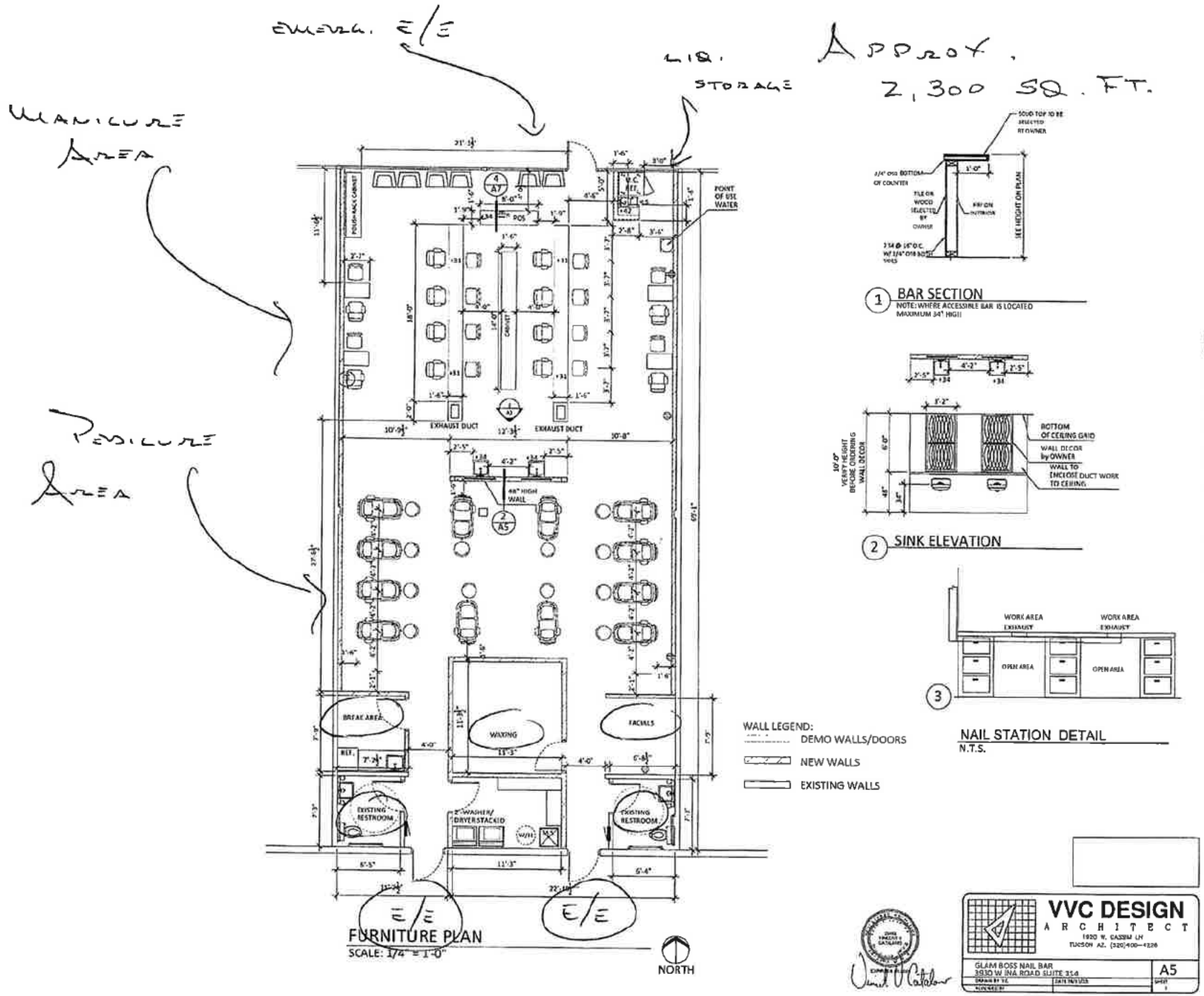
Signed by:
Spencer T. Brown
04F0AE03E30F4A6...
Spencer T. Brown, President

BUYER:

Glam Boss Nail Bar LLC, an Arizona Limited Liability Company

Signed by:
DB33E48DC89846C...
Tien Van Tran, Manager

Signed by:
0E53F04B9E2947E...
Albert Quan Hoang Nguyen, Manager


EMERG. E/E
LIQ. STORAGE
APPROX. 2,300 SQ. FT.
MANICURE AREA
PEDICURE AREA
POINT OF USE WATER
EXHAUST DUCT
EXHAUST DUCT
48" HIGH WALL
BREAK AREA
WAXING
FACIALS
EXISTING RESTROOM
2-WASHER/DRYER STACKED
EXISTING RESTROOM
E/E
E/E
FURNITURE PLAN
SCALE: 1/4" = 1'-0"
NORTH
WALL LEGEND:
DEMO WALLS/DOORS
NEW WALLS
EXISTING WALLS
1 BAR SECTION
NOTE: WHERE ACCESSIBLE BAR IS LOCATED MAXIMUM 34" HIGH
2 SINK ELEVATION
BOTTOM OF CEILING GRID
WALL DECOR by OWNER
WALL TO ENCLOSE DUCT WORK TO CEILING
10'-0" VERIFY HEIGHT BEFORE ORDERING WALL DECOR
3
WORK AREA EXHAUST
WORK AREA EXHAUST
OPEN AREA
OPEN AREA
NAIL STATION DETAIL
N.T.S.
VVC DESIGN
ARCHITECT
1920 W. CASSIM LN
TUCSON AZ. (520)400-4226
GLAM BOSS NAIL BAR
3930 W INA ROAD SUITE 354
A5

'25 10 2 Liqr. Dept AM 7:38

Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY	
Job #:	362491
Date Accepted:	10-09-2025
LC:	SC
License #	

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

805-751

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☐ CONTROLLING PERSON ☐ MANAGER

1. Name: Kramber (Last) Kevin (First) Arnold (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: Arizona
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 01 / 01 / 1976
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: N/A

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 00f10002899
2. Business Name (doing business as): Glam Boss Nail Bar
3. Business Address: 3930 W. Ina Rd. # 314 & #318 Tucson, Az 85741

'25 10 2 Liq. Dept AM 7:23

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☒ Controlling Person ☐ Manager

Name of persons who will be handling the day to day operations: (1) TIEN VAN TRAN

(2) ALBERT QUAN HOANG NGUYEN

'25 10 9 Liq. Dept AM 8:43

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

SIGNATURE

I, (Print Full Name) Kevin Arnold Kramber hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Kevin A Kramber Date: 9/17/25

'25 10 2 Liq. Dept AM 7:28

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☒ Controlling Person ☐ Manager

Name of persons who will be handling the day to day operations: (1) TIEN VAN TRAN

(2) ALBERT QUAN HOANG NGUYEN

SECTION 4 – BACKGROUND

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1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
   Yes ☐ No ☑

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

SIGNATURE

I, (Print Full Name) Kevin Arnold Kramber hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: _____ **Date:** 9/17/25

'25 10 2 Liq. Dept AM 7 08

Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Job #:	362491
Date Accepted:	10-09-2025
LC:	SG
License #:	

ALIEN STATUS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Kevin Arnold Kramber

SECTION II – CITIZENSHIP OR NATIONAL STATUS

Are you a citizen or national of the United States? ☑ Yes ☐ No - If **yes**, indicate place of birth:

City [redacted] State [redacted] **COUNTRY** USA

If you answered **Yes, 1)** Attach a legible copy of a document from the list below.

2) Name of document: US Passport

If you answered **No**, you must complete Sections III.

'25 10 2 Lav. Dept Rec'd 7:28

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identificationcard.

2. A driver license issued by a state that verifies lawful presence in the UnitedStates.

3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)

4. A United States certificate of birth abroad.

5. A United States passport. ***Passport must be signed***

6. A foreign passport with a United States visa.

7. An I-94 form with a photograph.

8. A United States citizenship and immigration services employment authorization document or refugee travel document.

9. A United States certificate of naturalization.

10. A United States certificate of citizenship.

11. A tribal certificate of Indian blood.

12. A tribal or bureau of Indian affairs affidavit of birth.

13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

'25 10 2 Liq. Dept Rt 7 28

SECTION III – QUALIFIED ALIEN

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

☐ 1.An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2.An alien who is granted asylum under Section 208 of the INA.

☐ 3.A refugee admitted to the United States under Section 207 of the INA.

☐ 4 An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5.An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6.An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7.An alien who is a Cuban/Haitian entrant.

☐ 8.An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

11. A nonimmigrant whose visa for entry is related to employment in the United States, or

12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia. 48 U.S.C. § 1901 *etseq.*];

13. A foreign national not physically present in the United States.

14. ***Otherwise Lawfully Present***

15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

Kevin Arnold Kramber		9/17/25
Print Name	**Signature**	**Date**

'25 10 2 Dev. Dept AM 7:28



'25 10 2 Liq. Dept AM 7:23

Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY	
Job #:	362491
Date Accepted:	10-09-2025
LC:	SG
License #	

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

405-751

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☒ CONTROLLING PERSON ☐ MANAGER

1. Name: TRAN (Last) TIEN (First) VAN (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: ARIZONA
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: [redacted]
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: N/A

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 007100028799
2. Business Name (doing business as): Glam Boss Nail Bar
3. Business Address: 3930 W. Ina Rd. #314 & #318 Tucson, AZ 85741

'25 10 2 Liq. Dept AM 7:28

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☒ Controlling Person ☐ Manager

Name of persons who will be handling the day to day operations: ① ALBERT QUAN

HOANA NGUYEN ② TIEN VAN TRAN

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

SIGNATURE

I, (Print Full Name) TIEN VAN TRAN hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: _____ **Date:** 09/30/25

'25 OCT 7 Liq. Lic. AM 8:55

FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY	
Job #:	362491
Date Accepted:	
CSR:	

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below. **DO NOT ACCEPT FOLDED FD-258.**

1. Please ensure the Applicant or Fingerprint Technician has filled out **ALL** required boxes on the fingerprint card prior to taking the fingerprints.

2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.

3. The Fingerprint technician will now fill out the information in the boxes below. **Please print clearly.**

4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. **DO NOT FOLD.** Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Ensure the applicant receives the fingerprint card and this form only after it has been properly sealed inside the envelope.

5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	Name of Applicant:
9-30-25	TIEN VAN TRAN
Name of Fingerprint Technician: GERRI ORTIZ	
Fingerprint technician's Signature: Gerri Ortiz	
Fingerprint technician's Agency/company Name: **Eagle Fingerprinting**	**Phone Number:** 520-235-2140
Type of Photo ID Provided (check one): ☒ Driver's License ☐ Passport ☐ Other (Please specify)	

'25 10 2 Liqr. Dept AM 7 28

Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY	
Job #:	362491
Date Accepted:	10-09-2025
LC:	SG
License #	

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

$805-751

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☒ CONTROLLING PERSON ☐ MANAGER

1. Name: NGUYEN (Last) ALBERT QUAN (First) HOANG (Middle)
2. Social Security #: [redacted] Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: TEXAS
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: [redacted]
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: N/A

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 007100028799
2. Business Name (doing business as): GLAM BOSS NAIL BAR
3. Business Address: 3930 W. INA RD. #314 & #318 TUCSON, AZ 85741

'25 10 2 Liqr. Dept AM 7:28

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☒ Controlling Person ☐ Manager

Name of persons who will be handling the day to day operations: (1) ALBERT QUAN

HOANA NGUYEN (2) TIEN VAN TRAN

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

SIGNATURE

I, (Print Full Name) ALBERT QUAN HOANA NGUYEN hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: _____ **Date:** 09/30/2025

'25 OCT 7 Liqr. Lic. AM 8:55

FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:	362491
Date Accepted:	10-09-2025
CSR:	SG

ATTENTION FINGERPRINT TECHNICIAN:

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4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. **DO NOT FOLD.** Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Ensure the applicant receives the fingerprint card and this form only after it has been properly sealed inside the envelope.

5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date 9-30-25	**Name of Applicant:** ALBERT QUAN HOANG NGUYEN
Name of Fingerprint Technician: GERRI ORTIZ	
Fingerprint technician's Signature: Gerri Ortiz	
Fingerprint technician's Agency/company Name: **Eagle Fingerprinting**	**Phone Number:** 520-235-2140
Type of Photo ID Provided (check one): ☒ Driver's License ☐ Passport ☐ Other (Please specify)	

POSTING

Job# _____
DLLC use only

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Date of Posting: 10 / 14 / 25 Date of Posting Removal: 11 / 03 / 25

Applicant's Name: Kramber (Last) Kevin (First) Arnold (Middle)

Business Address: 3930 W Ina Rd Ste. 314 & 318 (Street) Tucson (City) 85741 (Zip)

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Nolette Hernandez	Records Clerk	(520) 382-2618
Print Name of City/County Official	Title	Phone Number

Nolette Hernandez
Signature

11/03/2025
Date Signed

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Local Governing Body Recommendation

A.R.S. § 4-201(C)

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

City or Town of: Town of Marana (Circle one) Liquor License/Application #: 362491 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2025-12

Licensed establishment that will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 18 (Day) of November (Month), 2025 (Year) considered the application of Kevin Arnold Kramber (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Kevin Arnold Kramber (Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____ (Approval, disapproval, or no recommendation).

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ (Location) on _____ (Day), _____ (Month), _____ (Year).

_____ (Printed name of city, town or county clerk) _____ (Signature of city, town or county clerk)

Series 6 Bar

The bar (series 6) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Payment must be made no later than the time of delivery. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar. A hotel or motel with a Series 6 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 7 Beer and Wine Bar

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

Series 9 Liquor Store

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 10 Beer and Wine Store

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 11 Hotel/Motel

This non-transferable, on-sale retail privileges liquor license allows the holder of a hotel/motel license to sell and serve all types of spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food. The holder of this license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is provided by a key or magnetic card device and may not be furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Council-Regular Meeting **A1**

Meeting Date: 11/18/2025

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: November 18, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2025.023: Relating to Development; Amending Marana Town Code Title 17 "Land Development"; amending Chapter 17-6 (General and Miscellaneous Development Regulations) by adding new Section 17-6-15 entitled "Middle housing"; amending chapter 17-4 (Zoning) by making conforming amendments to sections 17-4-2 (Use matrix), 17-4-3 (Use conditions matrix), and 17-4-9 (Mixed-use zoning districts); approving the housing impact statement pertaining to this ordinance; and designating an effective date (Jane Fairall)

Resolution No. 2025-109: Relating to Land Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2025.023, revisions to Title 17 "Land Development" of the Marana Town Code amending Chapter 17-6 (General and Miscellaneous Development Regulations) by adding new Section 17-6-15 entitled "Middle housing"; amending chapter 17-4 (Zoning) by making conforming amendments to sections 17-4-2 (Use matrix), 17-4-3 (Use conditions matrix), and 17-4-9 (Mixed-use zoning districts); approving the housing impact statement pertaining to this ordinance (Jane Fairall)

Discussion:

Request
Town staff proposes to revise the Land Development Code text, to be effective on January 1, 2026, to allow middle housing (i.e., townhomes, duplexes, triplexes, and fourplexes) in certain defined developments.

Background
The Arizona Legislature adopted Laws 2024, Chapter 197 (House Bill 2721), signed by Governor Katie Hobbs on May 21, 2024, and effective on September 14, 2024, requiring all Arizona municipalities with a population of more than 75,000 persons to adopt regulations allowing duplexes, triplexes, fourplexes, and townhomes (also known as "middle housing") on all lots zoned for single-family residential use within one mile of the municipality's central business district and on at least 20% of any new development of more than ten contiguous acres. A copy of HB 2721 is attached for reference. House Bill 2721 is now codified in the Arizona Revised Statutes at A.R.S. § 9-462.13.
Paragraph E of A.R.S. § 9-462.13 provides:
"If a municipality does not adopt the regulations required by this section on or before January 1, 2026, middle housing shall be allowed on all lots in the municipality zoned for single-family residential without any limitations."

Analysis
The population of the Town of Marana is less than 75,000 persons, but is expected to reach 75,000 within the next few years. Town staff recommends adopting the middle housing regulations conforming to A.R.S. § 9-462.13 effective January 1, 2026, to promote housing diversity within the Town.

Proposed Amendments
The proposed text amendment inserts a new section 17-6-15 entitled "Middle Housing" containing all the elements required by state law for cities and towns over 75,000. Specifically, the proposed text amendment:

- Defines "middle housing" pursuant to the definition in state law: "Buildings that are compatible in scale, form and character with single-family houses and that contain two or more attached, detached, stacked or clustered homes. Includes duplexes, triplexes, fourplexes, and townhouses."
- Establishes middle housing as a permitted use on (1) any lot zoned for single-family residential use located within one mile of the Town's downtown overlay (DO) district, and (2) on at least 20% of any new development of more than ten contiguous acres.
- Provides that the Town must determine that sufficient public water and sewer services and adequate urban services are available to serve the development.

A map of the DO zoning district is included in the materials for reference.

Public Notification
Notice of this public hearing was published in The Daily Territorial as required by law. Notices were also posted in various locations in the town.

Housing Impact Statement
A.R.S. § 9-462.01 paragraph J requires the Town to consider a housing impact

statement regarding the impact of any zoning ordinance or zoning ordinance text amendment. The housing impact statement for this proposed ordinance is included in the agenda materials accompanying this proposed ordinance.

Staff Recommendation:

Staff recommends adoption of the Middle Housing regulations.

Suggested Motion:

I move to adopt Ordinance No. 2025.023, amending Marana Town Code Title 17 "Land Development" to add regulations related to Middle Housing and approving the housing impact statement pertaining to this ordinance, and resolution No. 2025-109 declaring the amendments as a public record.

Attachments

Ordinance No. 2025.023
Resolution No. 2025-109
Exhibit A to Resolution - Text Amendments
Housing Impact Statement
Downtown Overlay (DO) map
HB 2721
Presentation

MARANA ORDINANCE NO. 2025.023

RELATING TO DEVELOPMENT; AMENDING MARANA TOWN CODE TITLE 17 "LAND DEVELOPMENT"; AMENDING CHAPTER 17-6 (GENERAL AND MISCELLANEOUS DEVELOPMENT REGULATIONS) BY ADDING NEW SECTION 17-6-15 ENTITLED "MIDDLE HOUSING"; AMENDING CHAPTER 17-4 (ZONING) BY MAKING CONFORMING AMENDMENTS TO SECTIONS 17-4-2 (USE MATRIX), 17-4-3 (USE CONDITIONS MATRIX), AND 17-4-9 (MIXED-USE ZONING DISTRICTS); APPROVING THE HOUSING IMPACT STATEMENT PERTAINING TO THIS ORDINANCE; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Arizona Legislature adopted Laws 2024, Chapter 197 (House Bill 2721), signed by Governor Katie Hobbs on May 21, 2024, and effective on September 14, 2024, requiring all Arizona municipalities with a population of more than 75,000 persons to adopt regulations allowing duplexes, triplexes, fourplexes, and townhomes (also known as "middle housing") on all lots zoned for single-family residential use within one mile of the municipality's central business district and on at least 20% of any new development of more than ten contiguous acres; and

WHEREAS House Bill 2721 is now codified in the Arizona Revised Statutes at A.R.S. § 9-462.13; and

WHEREAS A.R.S. § 9-462.13 paragraph E provides: "If a municipality does not adopt the regulations required by this section on or before January 1, 2026, middle housing shall be allowed on all lots in the municipality zoned for single-family residential without any limitations;" and

WHEREAS the population of the Town of Marana is less than 75,000 persons, but the Town desires to adopt middle housing regulations conforming to A.R.S. § 9-462.13; and

WHEREAS A.R.S. § 9-462.01 paragraph J requires the Town to consider a housing impact statement regarding the impact of the zoning ordinance or zoning ordinance text amendment; and

WHEREAS the housing impact statement for this ordinance is on file with the Marana Town Clerk and in the Council's agenda backup materials accompanying this ordinance, and has been considered as part of the record of this ordinance; and

WHEREAS the Town Council finds this ordinance to be in the best interests of the Town and its citizens.

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

SECTION 1. The revisions to Title 17 "Land Development" of the Marana Town Code, amending Chapter 17-6 (General and Miscellaneous Development Regulations) by adding new Section 17-6-15 entitled "Middle housing"; amending chapter 17-4 (Zoning) by making conforming amendments to sections 17-4-2 (Use matrix), 17-4-3 (Use conditions matrix), and 17-4-9 (Mixed-use zoning districts), one paper copy and one electronic copy of which are on file in the office of the Town Clerk, which were made a public record by and attached as Exhibit A to Resolution No. 2025-109 of the Town of Marana, Arizona, are hereby referred to, adopted and made a part of this ordinance as if fully set out here.

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

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

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

SECTION 5. This ordinance is effective on January 1, 2026.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of November, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2025-109

RELATING TO LAND DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS ADOPTED BY ORDINANCE NO. 2025.023, REVISIONS TO TITLE 17 "LAND DEVELOPMENT" OF THE MARANA TOWN CODE, AMENDING CHAPTER 17-6 (GENERAL AND MISCELLANEOUS DEVELOPMENT REGULATIONS) BY ADDING NEW SECTION 17-6-15 ENTITLED "MIDDLE HOUSING"; AMENDING CHAPTER 17-4 (ZONING) BY MAKING CONFORMING AMENDMENTS TO SECTIONS 17-4-2 (USE MATRIX), 17-4-3 (USE CONDITIONS MATRIX), AND 17-4-9 (MIXED-USE ZONING DISTRICTS); APPROVING THE HOUSING IMPACT STATEMENT PERTAINING TO THIS ORDINANCE

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the revisions to Title 17 "Land Development" of the Marana Town Code adopted by Marana Ordinance No. 2025.023, a copy of which is attached to and incorporated in this resolution as Exhibit A and one paper copy and one electronic copy of which are on file in the office of the Town Clerk, are hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of November, 2025.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

SECTION 1. Marana Town Code Title 17 (Land Development), Chapter 17-6 (General and Miscellaneous Development Regulations), is hereby amended by adding new Section 17-6-15 (Middle housing), as follows:

17-6-15 Middle housing

A. Purpose. This section is adopted to comply with state law requiring municipalities with a population over 75,000 to allow middle housing in certain specified circumstances.

1. These regulations are in addition to the town's residential building codes, fire codes, public health and safety regulations, and other regulations of general applicability.
2. To the extent any provision in this section conflicts with state law, state law shall control.

B. Definitions. For purposes of this section only, the following definitions apply:

1. Building code: The construction code adopted by the town. Includes a model building code, commercial code, plumbing and mechanical code, electric code, energy conservation code, fire code, property maintenance code, neighborhood preservation code, anti-blight code or other similar code.
2. Central business district: An area or series of areas designated by the town that are primarily nonindustrial and that attract community activity, including the entire geographic area that the town has officially designated as its downtown or equivalent on the effective date of this section. The town's central business district for purposes of this section is the downtown Marana overlay district (DO), as described in section 17-4-12 and depicted in Marana ordinance no. 2018.010.
3. Duplex: Two dwelling units on the same parcel or lot in attached, detached, or semi-detached arrangements that are designed for residential occupancy by not more than two households living independently from each other.
4. Floor area ratio: The ratio of allowed square footage in a middle housing project to the square footage of the parcel on which it is built.
5. Fourplex: Four dwelling units on the same parcel or lot in attached, detached, or semi-detached arrangements that are designed for residential occupancy by not more than four households living independently from each other.
6. Household:
    a. A single person living or residing in a dwelling or place of residence; or
    b. Two or more persons living together or residing in the same dwelling or place of residence.

7. Middle housing: Buildings that are compatible in scale, form and character with single-family houses and that contain two or more attached, detached, stacked or clustered homes. Includes duplexes, triplexes, fourplexes, and townhouses.
8. Permitted use: The ability for a development to be approved without requiring a public hearing, variance, conditional use permit, special permit or special exception, other than a discretionary zoning action to determination that a site plan conforms with applicable zoning regulations.
9. Townhomes or townhouses: Dwelling units that are constructed in a row of two or more attached units in which each dwelling unit shares at least one common wall with an adjacent unit and that are accessed by separate outdoor entrances.
10. Triplex: Three dwelling units on the same parcel or lot in attached, detached or semi-detached arrangements that are designed for residential occupancy by not more than three households living independently from each other.

C. Middle housing as a permitted use. Subject to the requirements of this section, a duplex, triplex, fourplex, or townhome is allowed as a permitted use on:
   1. A lot zoned for single-family residential use within one mile of the town's central business district; or
   2. At least 20% of a new development of more than ten contiguous acres.

D. Application. A property owner seeking to develop an eligible middle housing project shall submit an application that includes the following:
   1. Evidence satisfactory to the planning manager that the proposed duplex, triplex, fourplex, or townhome is eligible as a permitted use in accordance with this section.
   2. A site plan in conformance with section 17-3-5.
   3. Evidence of sufficient urban services for the entire proposed development;
   4. Evidence of adequate existing public sewer and water service for the entire proposed development.
   5. Compliance with all applicable codes, including building code, commercial code, plumbing and mechanical code, electric code, energy conservation code, fire code, property maintenance code, neighborhood preservation code, anti-blight code or other similar code.

E. Utilities. Notwithstanding the provisions of this section, a utility provider impacted by an application under this section shall have the opportunity to review and approve the site plan for the development.

F. Development standards and requirements. Middle housing shall comply with the applicable development standards and requirements of the zone district where the middle housing is located.

G. Exceptions. The following areas are not eligible to construct a duplex, triplex, fourplex, or townhome as a permitted pursuant to this section:

1. Areas that are not incorporated.
2. Areas that lack sufficient urban services, as determined by the planning manager.
3. Areas that are not served by water and sewer services.
4. Areas that are not zoned for residential use.
5. Areas that are not incorporated and are zoned under an interim zoning designation that maintains the area's potential for planned urban development.
6. Areas covered under A.R.S., title 48, chapter 6, article 4 (Alternative Form of Government for Domestic Water Improvement Districts and Domestic Wastewater Improvement Districts).
7. Land within the town in the vicinity of a public airport as defined in A.R.S. § 28-8486 or to the extent this section would interfere with the public airport's ability to comply with the laws, regulations and requirements of the United States related to applying for, receiving or spending federal monies
8. Land within the town in the vicinity of a military airport as defined in A.R.S. § 28-8461.

H. Appeals. If an application for proposed middle housing is denied or deemed not to be a permitted use, the applicant may appeal the town's decision to the board of adjustment.

SECTION 2. Marana Town Code Title 17 (Land Development), Chapter 17-4 (Zoning), section 17-4-2 (Use matrix), Table 2 (Use matrix) is hereby amended (with additions shown with double underlining and deletions shown with ~~strikeouts~~; only revisions are shown with all other existing table rows remaining unchanged):

Table 2. Use matrix											
Uses	**AG**	**RA**	**ER**	**NR**	**GR**	**MR**	**RR**	**NC**	**VC**	**LI**	**HI**
Residential											
Duplex	~~X~~U	~~X~~U	~~C~~U	~~C~~U	P	P	~~C~~U	U	U	X	X
Townhouse	~~X~~U	~~X~~U	~~X~~U	~~X~~U	P	P	P	U	U	X	X
Triplex	U	U	U	U	U	U	U	U	U	X	X
Fourplex	U	U	U	U	U	U	U	U	U	X	X

SECTION 3. Marana Town Code Title 17 (Land Development), Chapter 17-4 (Zoning), section 17-4-3 (Use conditions matrix), Table 3 (Conditions per use) is hereby amended (with additions shown with double underlining; only revisions are shown with all other existing table rows remaining unchanged):

Table 3. Conditions per use		
USE	**ZONE(S)**	**CONDITION(S)**
Residential		
Duplex	NC, VC	Must comply with the development standards for R-3 zone as set forth in section 17-4-5 (B)(7) Table 4 (Development standards per residential zone)
	AG, RA, ER, NR, GR, MR, RR	Allowed only if requirements set forth in section 17-6-15 are met.
Townhouse	NC, VC	Must comply with the development standards for R-3 zone as set forth in section 17-4-5 (B)(7) Table 4 (Development standards per residential zone)
	AG, RA, ER, NR, GR, MR, RR	Allowed only if requirements set forth in section 17-6-15 are met.
Triplex	AG, RA, ER, NR, GR, MR, RR, NC, VC	Allowed only if requirements set forth in section 17-6-15 are met.
Fourplex	AG, RA, ER, NR, GR, MR, RR, NC, VC	Allowed only if requirements set forth in section 17-6-15 are met.

SECTION 4. Marana Town Code Title 17 (Land Development), Chapter 17-4 (Zoning), section 17-4-9 (Mixed-use zoning districts), Table 8 (Mixed-use zoning district use matrix) and Table 9 (Conditions per area) are hereby amended (with additions shown with double underlining and deletions shown with ~~strikeouts~~; only revisions are shown with all other existing table rows remaining unchanged):

Table 8. Mixed-use zoning district use matrix					
Use	**Blended use zone (BU) intensity**			**Downtown overlay (DO)**	
	Low	**Medium**	**High**	**DN**	**DT**
~~Two-family~~ Duplex	P	P	~~X~~U	P	~~X~~U
~~Three-family~~ Triplex	~~X~~U	P	P	P	P
Townhouse	~~X~~U	P	P	P	P
Fourplex	U	U	U	U	U

Table 9. Conditions per area			
	BU low intensity	**BU medium intensity; DN**	**BU high intensity; DT**
Residential	~~Not applicable~~ Triplexes, Townhouses and Fourplexes allowed only if requirements set forth in section 17-6-15 are met.	Six dwelling units maximum Fourplexes allowed only if requirements set forth in section 17-6-15 are met.	No maximum Duplexes and fourplexes allowed only if requirements set forth in section 17-6-15 are met.

MARANA AZ
LEGAL

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Jane Fairall, Town Attorney *Jane Fairall*

SUBJECT: Housing Impact Statement for Proposed Middle Housing Ordinance

DATE: October 16, 2025

This is the housing impact statement for the proposed Town of Marana zoning ordinance text amendment to accommodate middle housing as mandated by Laws 2024, Chapter 197 (House Bill 2721), signed by Governor Katie Hobbs on May 21, 2024, and effective on September 14, 2024, now codified in the Arizona Revised Statutes at A.R.S. § 9-462.13.

Effective October 30, 2023, A.R.S. § 9-462.01 paragraph J as amended by Laws 2023 Chapter 85 includes the following housing impact statement requirement:

> J. Before adopting any zoning ordinance or zoning ordinance text amendment of general applicability, the legislative body of a municipality shall consider a housing impact statement regarding the impact of the zoning ordinance or zoning ordinance text amendment that shall include:
>
> 1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning ordinance or text amendment applies.
>
> 2. A description of any data or reference material on which the proposed zoning ordinance or text amendment is based.
>
> 3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning ordinance or text amendment.

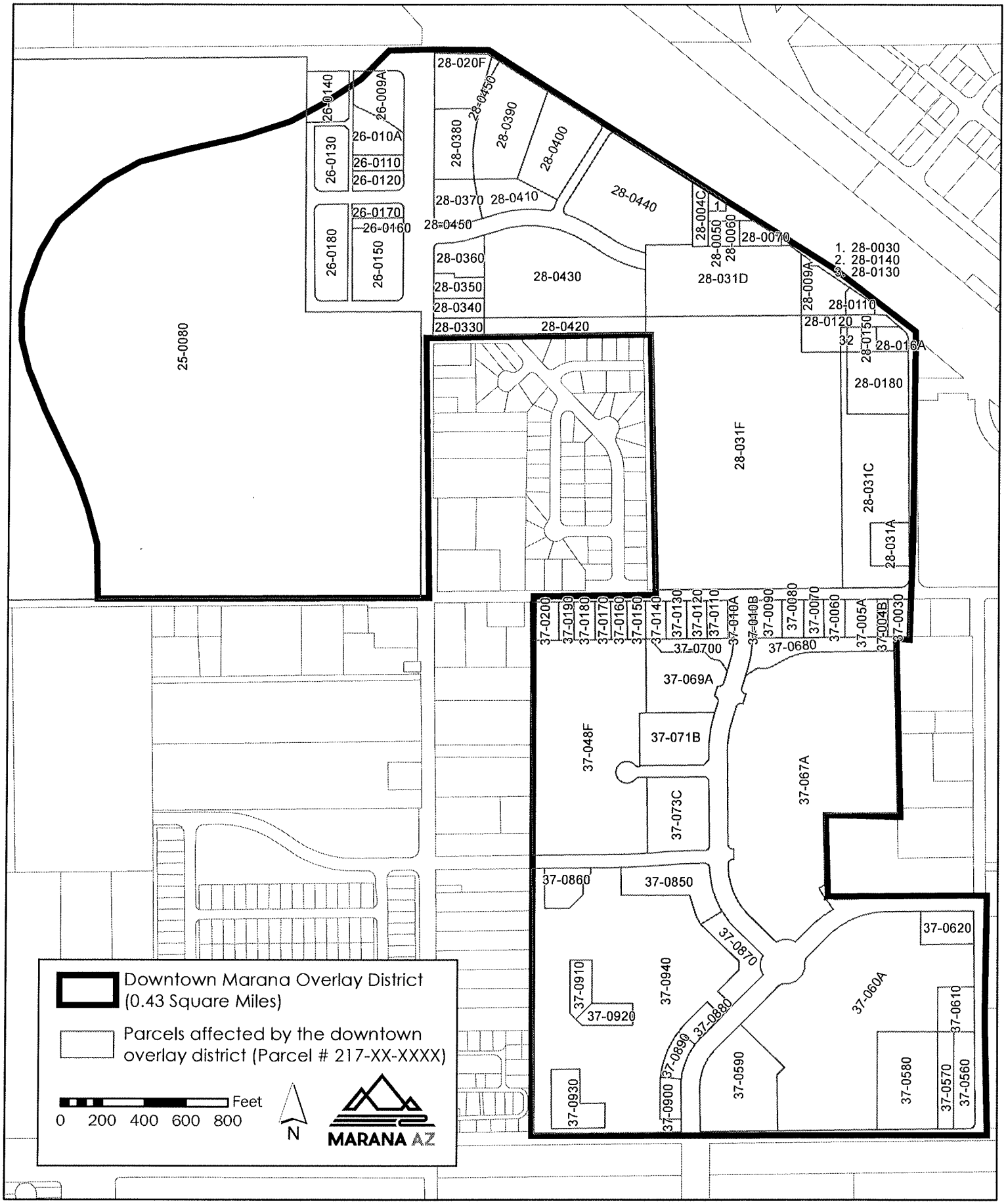
As of the date of this housing impact statement, the Town of Marana allows duplexes and townhouses in some residential and commercial zones subject to development standards, and allows duplexes, triplexes, and townhouses in some mixed-use zones subject to development standards, but does not allow middle housing as defined in and to the extent permitted by A.R.S. § 9-462.13.

The proposed Marana middle housing ordinance is not anticipated to have any impact on the average cost to construct housing for sale or rent in the Town of Marana, except to the possible extent that the construction of middle housing might increase the demand for construction services in the Town, in which case construction costs could be anticipated to rise slightly.

The proposed Marana middle housing ordinance is based on the requirements of Laws 2024, Chapter 197 (House Bill 2721), now codified in the Arizona Revised Statutes at A.R.S. § 9-462.13. In the preparation of this proposed ordinance, we also consulted and reviewed the "League of Arizona Cities and Towns Model Ordinance Implementing 2024 Middle Housing Bill (HB2721)" distributed by the General Counsel of the League of Arizona Cities and Towns dated January 2025.

Because the proposed middle housing text amendment will allow middle housing units where they were previously prohibited or allowed subject to greater restrictions, it will have the effect of making housing more attainable in the Town of Marana. A less restrictive alternative would be to allow middle housing on all lots in the municipality zoned for single-family residential use without any limitations.

EXHIBIT A


Downtown Marana Overlay District
(0.43 Square Miles)
Parcels affected by the downtown
overlay district (Parcel # 217-XX-XXXX)
Feet
0 200 400 600 800
N
MARANA AZ
25-0080
26-0140
26-009A
26-0130
26-010A
26-0110
26-0120
26-0170
26-0160
26-0180
26-0150
28-020F
28-0450
28-0380
28-0390
28-0400
28-0440
28-0370
28-0410
28-0450
28-004C
28-0050
28-0060
28-0070
28-0360
28-0430
28-031D
28-0350
28-0340
28-0330
28-0420
1. 28-0030
2. 28-0140
3. 28-0130
28-009A
28-0110
28-0120
28-0150
28-016A
28-0180
28-031F
28-031C
28-031A
37-0200
37-0190
37-0180
37-0170
37-0160
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37-0140
37-0130
37-0120
37-0110
37-010A
37-010B
37-0090
37-0080
37-0070
37-0060
37-005A
37-004B
37-0030
37-0700
37-0680
37-069A
37-071B
37-048F
37-067A
37-073C
37-0860
37-0850
37-0620
37-0870
37-0910
37-0940
37-060A
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37-0560
37-0930

State of Arizona
House of Representatives
Fifty-sixth Legislature
Second Regular Session
2024

CHAPTER 197

HOUSE BILL 2721

AN ACT

AMENDING TITLE 9, CHAPTER 4, ARTICLE 6.1, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-462.10; RELATING TO MUNICIPAL ZONING.

(TEXT OF BILL BEGINS ON NEXT PAGE)

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

Section 1. Title 9, chapter 4, article 6.1, Arizona Revised Statutes, is amended by adding section 9-462.10, to read:

9-462.10. Zoning; development; middle housing; applicability; definitions

A. ON OR BEFORE JANUARY 1, 2026, A MUNICIPALITY WITH A POPULATION OF SEVENTY-FIVE THOUSAND PERSONS OR MORE MUST AUTHORIZE BY ORDINANCE AND INCORPORATE INTO ITS DEVELOPMENT REGULATIONS, ZONING REGULATIONS AND OTHER OFFICIAL CONTROLS THE DEVELOPMENT OF DUPLEXES, TRIPLEXES, FOURPLEXES AND TOWNHOMES AS A PERMITTED USE ON BOTH OF THE FOLLOWING:

1. ALL LOTS ZONED FOR SINGLE-FAMILY RESIDENTIAL USE WITHIN ONE MILE OF THE MUNICIPALITY'S CENTRAL BUSINESS DISTRICT.

2. AT LEAST TWENTY PERCENT OF ANY NEW DEVELOPMENT OF MORE THAN TEN CONTIGUOUS ACRES.

B. THE MUNICIPALITY MAY NOT DO ANY OF THE FOLLOWING:

1. DISCOURAGE THE DEVELOPMENT OF MIDDLE HOUSING THROUGH REQUIREMENTS OR ACTIONS THAT INDIVIDUALLY OR CUMULATIVELY MAKE IMPRACTICABLE THE PERMITTING, SITING, OR CONSTRUCTION OF MIDDLE HOUSING.

2. RESTRICT MIDDLE HOUSING TYPES TO LESS THAN TWO FLOORS.

3. RESTRICT MIDDLE HOUSING TYPES TO A FLOOR AREA RATIO OF LESS THAN FIFTY PERCENT.

4. SET RESTRICTIONS, PERMITTING OR REVIEW PROCESSES FOR MIDDLE HOUSING THAT ARE MORE RESTRICTIVE THAN THOSE FOR SINGLE-FAMILY DWELLINGS WITHIN THE SAME ZONE.

5. REQUIRE OWNER OCCUPANCY OF ANY STRUCTURES ON THE LOT.

6. REQUIRE ANY STRUCTURES TO COMPLY WITH A COMMERCIAL BUILDING CODE OR TO CONTAIN A FIRE SPRINKLER.

7. REQUIRE MORE THAN ONE OFF-STREET PARKING SPACE PER UNIT.

C. THIS SECTION DOES NOT PROHIBIT THE GOVERNING BODY OF A MUNICIPALITY FROM ALLOWING EITHER OF THE FOLLOWING:

1. SINGLE-FAMILY DWELLINGS IN AREAS ZONED FOR SINGLE-FAMILY DWELLINGS.

2. ADDITIONAL TYPES OF MIDDLE HOUSING NOT REQUIRED UNDER THIS SECTION.

D. THIS SECTION DOES NOT APPLY TO ANY OF THE FOLLOWING:

1. AREAS THAT ARE NOT INCORPORATED.

2. AREAS THAT LACK SUFFICIENT URBAN SERVICES.

3. AREAS THAT ARE NOT SERVED BY WATER AND SEWER SERVICES.

4. AREAS THAT ARE NOT ZONED FOR RESIDENTIAL USE.

5. AREAS THAT ARE NOT INCORPORATED AND ARE ZONED UNDER AN INTERIM ZONING DESIGNATION THAT MAINTAINS THE AREA'S POTENTIAL FOR PLANNED URBAN DEVELOPMENT.

6. AREAS COVERED UNDER TITLE 48, CHAPTER 6, ARTICLE 4.

7. ANY LAND WITHIN THE TERRITORY IN THE VICINITY OF A PUBLIC AIRPORT AS DEFINED IN SECTION 28-8486 OR TO THE EXTENT THIS SECTION WOULD

INTERFERE WITH THE PUBLIC AIRPORT'S ABILITY TO COMPLY WITH THE LAWS, REGULATIONS AND REQUIREMENTS OF THE UNITED STATES RELATED TO APPLYING FOR, RECEIVING OR SPENDING FEDERAL MONIES.

8. ANY LAND WITHIN THE TERRITORY IN THE VICINITY OF A MILITARY AIRPORT AS DEFINED IN SECTION 28-8461.

E. IF A MUNICIPALITY DOES NOT ADOPT THE REGULATIONS REQUIRED BY THIS SECTION ON OR BEFORE JANUARY 1, 2026, MIDDLE HOUSING SHALL BE ALLOWED ON ALL LOTS IN THE MUNICIPALITY ZONED FOR SINGLE-FAMILY RESIDENTIAL USE WITHOUT ANY LIMITATIONS.

F. THIS SECTION DOES NOT CHANGE OR OTHERWISE IMPAIR THE TERMS OF ANY DEVELOPMENT AGREEMENT THAT EXISTS ON THE EFFECTIVE DATE OF THIS SECTION.

G. NOTWITHSTANDING SUBSECTION A OF THIS SECTION, A UTILITY PROVIDER IMPACTED BY A DEVELOPMENT BEING DEVELOPED PURSUANT TO THIS SECTION SHALL HAVE THE OPPORTUNITY TO REVIEW AND APPROVE THE SITE PLAN FOR THE DEVELOPMENT.

H. FOR THE PURPOSE OF THIS SECTION:

1. "BUILDING CODE":

(a) MEANS A CONSTRUCTION CODE ADOPTED BY A MUNICIPALITY.

(b) INCLUDES A MODEL BUILDING CODE, COMMERCIAL CODE, PLUMBING AND MECHANICAL CODE, ELECTRIC CODE, ENERGY CONSERVATION CODE, FIRE CODE, PROPERTY MAINTENANCE CODE, NEIGHBORHOOD PRESERVATION CODE, ANTI-BLIGHT CODE OR OTHER SIMILAR CODE.

2. "CENTRAL BUSINESS DISTRICT" MEANS AN AREA OR SERIES OF AREAS DESIGNATED BY A MUNICIPALITY THAT ARE PRIMARILY NONINDUSTRIAL AND THAT ATTRACT COMMUNITY ACTIVITY, INCLUDING THE ENTIRE GEOGRAPHIC AREA THAT THE MUNICIPALITY HAS OFFICIALLY DESIGNATED AS ITS DOWNTOWN OR EQUIVALENT ON THE EFFECTIVE DATE OF THE SECTION.

3. "DUPLEX" MEANS TWO DWELLING UNITS ON THE SAME PARCEL OR LOT IN ATTACHED, DETACHED OR SEMI-DETACHED ARRANGEMENTS THAT ARE DESIGNED FOR RESIDENTIAL OCCUPANCY BY NOT MORE THAN TWO HOUSEHOLDS LIVING INDEPENDENTLY FROM EACH OTHER.

4. "FLOOR AREA RATIO" MEANS THE RATIO OF ALLOWED SQUARE FOOTAGE IN A MIDDLE HOUSING PROJECT TO THE SQUARE FOOTAGE OF THE PARCEL ON WHICH IT IS BUILT.

5. "FOURPLEX" MEANS FOUR DWELLING UNITS ON THE SAME PARCEL OR LOT IN ATTACHED, DETACHED OR SEMI-DETACHED ARRANGEMENTS THAT ARE DESIGNED FOR RESIDENTIAL OCCUPANCY BY NOT MORE THAN FOUR HOUSEHOLDS LIVING INDEPENDENTLY FROM EACH OTHER.

6. "HOUSEHOLD" MEANS EITHER:

(a) A SINGLE PERSON LIVING OR RESIDING IN A DWELLING OR PLACE OF RESIDENCE.

(b) TWO OR MORE PERSONS LIVING TOGETHER OR RESIDING IN THE SAME DWELLING OR PLACE OF RESIDENCE.

7. "MIDDLE HOUSING":

(a) MEANS BUILDINGS THAT ARE COMPATIBLE IN SCALE, FORM AND CHARACTER WITH SINGLE-FAMILY HOUSES AND THAT CONTAIN TWO OR MORE ATTACHED, DETACHED, STACKED OR CLUSTERED HOMES.

(b) INCLUDES DUPLEXES, TRIPLEXES, FOURPLEXES AND TOWNHOUSES.

8. "PERMITTED USE" MEANS THE ABILITY FOR A DEVELOPMENT TO BE APPROVED WITHOUT REQUIRING A PUBLIC HEARING, VARIANCE, CONDITIONAL USE PERMIT, SPECIAL PERMIT OR SPECIAL EXCEPTION, OTHER THAN A DISCRETIONARY ZONING ACTION TO DETERMINATION THAT A SITE PLAN CONFORMS WITH APPLICABLE ZONING REGULATIONS.

9. "TOWNHOUSES" MEANS DWELLING UNITS THAT ARE CONSTRUCTED IN A ROW OF TWO OR MORE ATTACHED UNITS IN WHICH EACH DWELLING UNIT SHARES AT LEAST ONE COMMON WALL WITH AN ADJACENT UNIT AND THAT ARE ACCESSED BY SEPARATE OUTDOOR ENTRANCES.

10. "TRIPLEX" MEANS THREE DWELLING UNITS ON THE SAME PARCEL OR LOT IN ATTACHED, DETACHED OR SEMI-DETACHED ARRANGEMENTS THAT ARE DESIGNED FOR RESIDENTIAL OCCUPANCY BY NOT MORE THAN THREE HOUSEHOLDS LIVING INDEPENDENTLY FROM EACH OTHER.

APPROVED BY THE GOVERNOR MAY 21, 2024.

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

MARANA AZ

Amending Title 17 – Middle Housing Regulations

Jane Fairall, Town Attorney

11/18/25

Background

- House Bill 2721 - effective September 14, 2024, requires all Arizona municipalities with a population of more than 75,000 to adopt regulations allowing duplexes, triplexes, fourplexes, and townhomes (aka “middle housing”) on all lots zoned for single-family residential use within 1 mile of the municipality’s central business district and on at least 20% of any new development of more than 10 contiguous acres
- House Bill 2721 is now codified in the Arizona Revised Statutes at A.R.S. § 9-462.13.
- Paragraph E of A.R.S. § 9-462.13 provides:

> “If a municipality does not adopt the regulations required by this section on or before January 1, 2026, middle housing shall be allowed on all lots in the municipality zoned for single-family residential without any limitations.”

Background

- Marana's population is less than 75,000, but is expected to reach 75,000 within the next few years. To avoid having no limits on Middle Housing when the Town's population hits 75,000, and because of the language in paragraph E requiring adoption before January 1, 2026, Town staff proposes that the Town adopt regulations on Middle Housing conforming to A.R.S. § 9-462.13.
- To promote housing diversity in the Town, Town staff recommends that these regulations be effective January 1, 2026, rather than waiting until the Town reaches 75,000 in population.

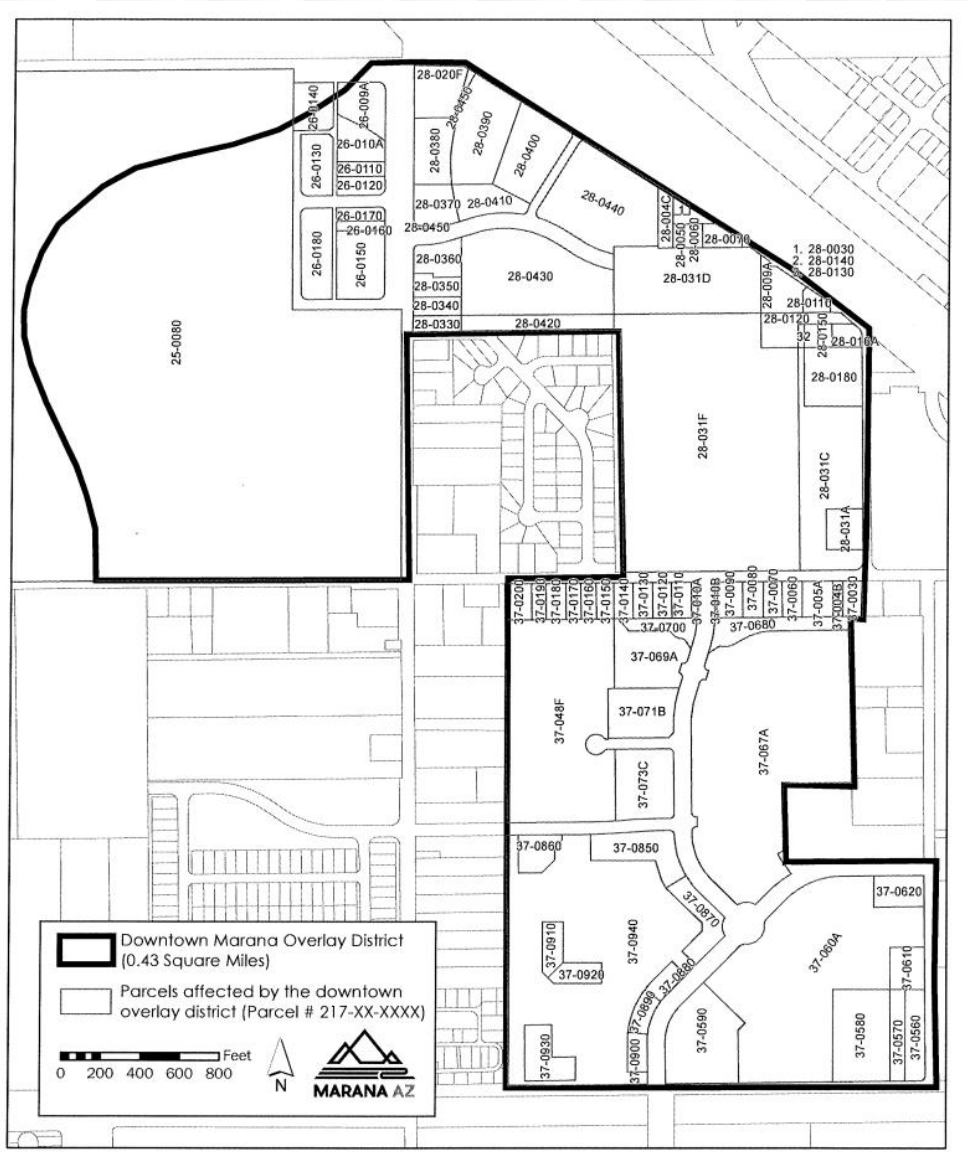
New Section 17-6-15

- New Marana Town Code section 17-6-15, entitled “Middle housing,” includes all elements required by HB 2721 for cities and towns over 75,000
- Uses the same definitions as HB 2721, including:
  - “Middle housing”: “Buildings that are compatible in scale, form and character with single-family houses and that contain two or more attached, detached, stacked or clustered homes. Includes duplexes, triplexes, fourplexes, and townhouses.”
  - “Permitted use”: “The ability for a development to be approved without requiring a public hearing, variance, conditional use permit, special permit or special exception, other than a discretionary zoning action to determination that a site plan conforms with applicable zoning regulations.”
  - “Central business district”: “An area or series of areas designated by the town that are primarily nonindustrial and that attract community activity, including the entire geographic area that the town has officially designated as its downtown or equivalent on the effective date of this section.”
    - Allows us to designate the boundaries of the district

New Section 17-6-15

- Establishes Middle Housing as a permitted use on:
  - Any lot zoned for single-family residential use within one mile of the Town's central business district
  - At least 20% of a new development of more than ten contiguous acres
- Provides that the Town must determine that sufficient public water and sewer services and adequate urban services are available to serve the development
- Designates the Town's "central business district" for purposes of this section as the downtown Marana overlay district (DO), as described in Marana Town Code section 17-4-12 and depicted in Marana Ordinance No. 2018.010

Downtown Overlay (DO) District



Conforming Amendments to Zoning Code

Ordinance also makes conforming amends to the zoning code to allow Middle Housing in the appropriate zoning districts, subject to the applicable development standards and requirements of the zoning district where the Middle Housing is located

"U" means the use is allowed upon meeting conditions

Table 2. Use matrix											
Uses	AG	RA	ER	NR	GR	MR	RR	NC	VC	LI	HI
Residential											
Duplex	~~X~~U	~~X~~U	~~C~~U	~~C~~U	P	P	~~C~~U	U	U	X	X
Townhouse	~~X~~U	~~X~~U	~~X~~U	~~X~~U	P	P	P	U	U	X	X
Triplex	U	U	U	U	U	U	U	U	U	X	X
Fourplex	U	U	U	U	U	U	U	U	U	X	X

Conforming Amendments to Zoning Code

Table 3. Conditions per use		
Use	**Zone(s)**	**Condition(s)**
Residential		
Duplex	NC, VC	Must comply with the development standards for R-3 zone as set forth in section 17-4-5 (B)(7) Table 4 (Development standards per residential zone)
	AG, RA, ER, NR, GR, MR, RR	Allowed only if requirements set forth in section 17-6-15 are met.
Townhouse	NC, VC	Must comply with the development standards for R-3 zone as set forth in section 17-4-5 (B)(7) Table 4 (Development standards per residential zone)
	AG, RA, ER, NR, GR, MR, RR	Allowed only if requirements set forth in section 17-6-15 are met.
Triplex	AG, RA, ER, NR, GR, MR, RR, NC, VC	Allowed only if requirements set forth in section 17-6-15 are met.
Fourplex	AG, RA, ER, NR, GR, MR, RR, NC, VC	Allowed only if requirements set forth in section 17-6-15 are met.

Conforming Amendments to Zoning Code

Table 8. Mixed-use zoning district use matrix					
Use	Blended use zone (BU) intensity			Downtown overlay (DO)	
	Low	Medium	High	DN	DT
~~Two family~~ Duplex	P	P	~~X~~U	P	~~X~~U
~~Three family~~ Triplex	~~X~~U	P	P	P	P
Townhouse	~~X~~U	P	P	P	P
Fourplex	U	U	U	U	U

Table 9. Conditions per area			
	BU low intensity	BU medium intensity; DN	BU high intensity; DT
Residential	~~Not applicable~~ Triplexes, Townhouses and Fourplexes allowed only if requirements set forth in section 17-6-15 are met.	Six dwelling units maximum Fourplexes allowed only if requirements set forth in section 17-6-15 are met.	No maximum Duplexes and fourplexes allowed only if requirements set forth in section 17-6-15 are met.

Housing Impact Statement

A.R.S. § 9-462.01 paragraph J requires the Town to consider a housing impact statement regarding the impact of any zoning ordinance text amendment of general applicability

- The proposed Middle Housing ordinance is not anticipated to have any impact on the average cost to construct housing for sale or rent in Marana.
- Because the proposed Middle Housing text amendment will allow Middle Housing units where they were previously prohibited or allowed subject to greater restrictions, it will have the effect of making housing more attainable in Marana.

Staff Recommendation

Staff recommends adoption of the Middle Housing regulations

Council-Regular Meeting **A2**

Meeting Date: 11/18/2025

To: Mayor and Council

Submitted For: Matt Taylor, Planning Manager

From: Matt Taylor, Planning Manager

Date: November 18, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2025.024: Relating to Development; amending Marana Town Code Title 17 "Land Development"; amending Chapter 17-3 (Administration and Enforcement) by adding new section 17-3-4 (Development plans) and new section 17-3-5 (Site plans and design review plans); amending chapter 17-5 (Subdivisions) by amending Section 17-5-2 (Procedures) to allow administrative review and approval of final plats and plat amendments; adding new section 17-5-6 (Lot line adjustments, lot ties, and lot combinations); amending Chapter 17-19 (Silverbell Road Overlay Corridor District) by amending Section 17-19-10 (Silverbell Road Overlay Corridor District development plan procedures) to allow administrative review and approval of development plans in the Silverbell Road Overlay Corridor District; and designating an effective date (Matt Taylor)

Resolution No. 2025-110: Relating to Land Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2025.024, revisions to Title 17 "Land Development" of the Marana Town Code; amending Chapter 17-3 (Administration and Enforcement) by adding new section 17-3-4 (Development plans) and new section 17-3-5 (Site plans and design review plans); amending chapter 17-5 (Subdivisions) by amending Section 17-5-2 (Procedures) to allow administrative review and approval of final plats and plat amendments; adding new section 17-5-6 (Lot line adjustments, lot ties, and lot combinations); amending Chapter 17-19 (Silverbell Road

Overlay Corridor District) by amending Section 17-19-10 (Silverbell Road Overlay Corridor District development plan procedures) to allow administrative review and approval of development plans in the Silverbell Road Overlay Corridor District (Matt Taylor)

Discussion:

Request

Town staff proposes to revise the Land Development Code text to provide an administrative review and approval process for final plats, development plans, and other types of development applications and to incorporate the development review process into the Marana Town Code.

Background

The Arizona Legislature adopted Laws 2025, Chapter 32 (House Bill 2447), signed by Governor Katie Hobbs on March 31, 2025, requiring all Arizona municipalities to adopt an amendment to the municipality's zoning ordinance on or before January 1, 2026 establishing an administrative review and approval process for certain development applications without a public hearing. House Bill 2447 is now codified in the Arizona Revised Statutes at A.R.S. § 9-500.49. A copy of HB 2447 is included in the agenda materials for reference.

Proposed Amendments

The proposed ordinance will bring the Marana Town Code into compliance with the new law with revisions that establish administrative processes in place of ones that require a public hearing. The ordinance will also codify the current administrative process used by the town for development plan review. Specifically, the proposed ordinance will:

- Incorporate the development plan review process, which is already administrative, into the Marana Town Code under a new section 17-3-4.
- Establish an administrative review and approval process for site plans and design review plans under a new section 17-3-5.
- Amend section 17-5-2, which addresses subdivision procedures, to establish an administrative review and approval process for final plats that does not require a public hearing. With this change, amendments to final plats will follow the same administrative process.
- Create a new section 17-5-6 that clarifies that lot line adjustments, lot ties, and lot combinations may also be approved administratively.
- Revise section 17-19-10, which details the development plan procedures for the Silverbell Road Corridor Overlay District, to establish an administrative process for review and approval that does not require a public hearing.

The Planning Commission held a public hearing on October 29th and voted unanimously to recommend approval of this amendment to the Town Council. If approved, the proposed ordinance will take effect on January 1, 2026.

Public Notification

Notice of this public hearing was published in The Daily Territorial as required by law.

Notices were also posted in various locations in town.

Staff Recommendation:
Staff recommends approval of the proposed amendments.

Suggested Motion:
I move to adopt Ordinance No. 2025.024, amending Marana Town Code Title 17 "Land Development" to provide for administrative review of various development applications as required by state law, and Resolution No. 2025-110, declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2025.024.

Attachments

Ordinance No. 2025.024
Resolution No. 2025-110
Exhibit A to Resolution
House Bill 2447

MARANA ORDINANCE NO. 2025.024

RELATING TO DEVELOPMENT; AMENDING MARANA TOWN CODE TITLE 17 "LAND DEVELOPMENT"; AMENDING CHAPTER 17-3 (ADMINISTRATION AND ENFORCEMENT) BY ADDING NEW SECTION 17-3-4 (DEVELOPMENT PLANS) AND NEW SECTION 17-3-5 (SITE PLANS AND DESIGN REVIEW PLANS); AMENDING CHAPTER 17-5 (SUBDIVISIONS) BY AMENDING SECTION 17-5-2 (PROCEDURES) TO ALLOW ADMINISTRATIVE REVIEW AND APPROVAL OF FINAL PLATS AND PLAT AMENDMENTS; ADDING NEW SECTION 17-5-6 (LOT LINE ADJUSTMENTS, LOT TIES, AND LOT COMBINATIONS); AMENDING CHAPTER 17-19 (SILVERBELL ROAD OVERLAY CORRIDOR DISTRICT) BY AMENDING SECTION 17-19-10 (SILVERBELL ROAD OVERLAY CORRIDOR DISTRICT DEVELOPMENT PLAN PROCEDURES) TO ALLOW ADMINISTRATIVE REVIEW AND APPROVAL OF DEVELOPMENT PLANS IN THE SILVERBELL ROAD OVERLAY CORRIDOR DISTRICT; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Arizona Legislature adopted Laws 2025, Chapter 31 (House Bill 2447), signed by Governor Katie Hobbs on March 31, 2025, effective from and after December 31, 2025, requiring all Arizona municipalities to, by ordinance, authorize administrative personnel to review and approve a variety of land use applications, including site plans, development plans, preliminary plats, and final plats; and

WHEREAS House Bill 2447 is now codified in the Arizona Revised Statutes at A.R.S. § 9-500.49; and

WHEREAS the Town Council finds this ordinance to be in the best interests of the Town and its citizens.

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

SECTION 1. The revisions to Title 17 "Land Development" of the Marana Town Code, amending Chapter 17-3 (Administration and Enforcement) by adding new Section 17-3-4 (Development plans) and new section 17-3-5 (Site plans and design review plans); amending chapter 17-5 (Subdivisions) by amending section 17-5-2 (Procedures) to allow administrative review and approval of final plats and plat amendments; adding new section 17-5-6 (Lot line adjustments, lot ties, and lot combinations); amending Chapter 17-19 (Silverbell Road Overlay Corridor District) by amending Section 17-19-10 (Silverbell Road Overlay Corridor District development plan procedures) to allow administrative

review and approval of development plans in the Silverbell Road Overlay Corridor District, one paper copy and one electronic copy of which are on file in the office of the Town Clerk, which were made a public record by and attached as Exhibit A to Resolution No. 2025-110 of the Town of Marana, Arizona, are hereby referred to, adopted and made a part of this ordinance as if fully set out here.

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

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

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

SECTION 5. This ordinance is effective on January 1, 2026.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of November, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2025-110

RELATING TO LAND DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS ADOPTED BY ORDINANCE NO. 2025.024, REVISIONS TO TITLE 17 "LAND DEVELOPMENT" OF THE MARANA TOWN CODE, AMENDING CHAPTER 17-3 (ADMINISTRATION AND ENFORCEMENT) BY ADDING NEW SECTION 17-3-4 (DEVELOPMENT PLANS) AND NEW SECTION 17-3-5 (SITE PLANS AND DESIGN REVIEW PLANS); AMENDING CHAPTER 17-5 (SUBDIVISIONS) BY AMENDING SECTION 17-5-2 (PROCEDURES) TO ALLOW ADMINISTRATIVE REVIEW AND APPROVAL OF FINAL PLATS AND PLAT AMENDMENTS; ADDING NEW SECTION 17-5-6 (LOT LINE ADJUSTMENTS, LOT TIES, AND LOT COMBINATIONS); AMENDING CHAPTER 17-19 (SILVERBELL ROAD OVERLAY CORRIDOR DISTRICT) BY AMENDING SECTION 17-19-10 (SILVERBELL ROAD OVERLAY CORRIDOR DISTRICT DEVELOPMENT PLAN PROCEDURES) TO ALLOW ADMINISTRATIVE REVIEW AND APPROVAL OF DEVELOPMENT PLANS IN THE SILVERBELL ROAD OVERLAY CORRIDOR DISTRICT

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the revisions to Title 17 "Land Development" of the Marana Town Code adopted by Marana Ordinance No. 2025.024, a copy of which is attached to and incorporated in this resolution as Exhibit A and one paper copy and one electronic copy of which are on file in the office of the Town Clerk, are hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of November, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

SECTION 1. Title 17 (Land Development), Chapter 17-3 (Administration and Enforcement), of the Marana Town Code is hereby revised by adding new section 17-3-4 (Development plans) and new section 17-3-5 (Site plans and design review plans), and renumbering existing sections 17-3-4, 17-3-5, 17-3-6, and 17-3-7 to conform to the addition of the new sections, as follows:

17-3-4 Development plans

A. Purpose. The purpose of this section is to accomplish the following:

1. Provide an expedited administrative review process for non-residential and multi-family developments.
2. Promote the development of non-residential and multi-family sites that are functional, safe, attractive, and compatible with surrounding uses.
3. Encourage high-quality development that reflects the goals and policies of the general plan.
4. Ensure compliance with local, state, and federal regulations, as well as development agreements, specific plans, and other relevant documents.
5. Incorporate necessary infrastructure improvements into plans for development.

B. Applicability. This section applies to all non-residential, mixed-use, and multi-family developments with a total of five or more dwelling units. Development plan approval must precede the issuance of any building permit related to these types of development.

C. Pre-application meeting. To aid in the preparation of a complete development plan application, a pre-application meeting shall be held not more than two years prior to the date of submitting the full development plan application. The applicant shall submit the following with the request for a pre-application meeting:

1. Submittal fee, per the town's fee schedule.
2. Conceptual development plan that includes the size, height, and location of all proposed structures, existing and proposed points of access, location of drive aisles, and location and number of parking spaces.
3. Location map.
4. Project narrative that includes project name, location, site area, zoning, and background.

D. Application submittal

1. All applications shall follow the requirements defined in the development plan checklist on file with the development services department. The development plan checklist is an administrative document that is amended from time to time by the planning manager.
2. At a minimum, the following items shall be submitted with the application, unless waived in writing by the planning manager:
   a. Completed project application, with submittal fee per the town's fee schedule.
   b. Owner authorization letter, if applicable.

c. One complete plan set that includes a site plan, landscape plan, building elevations, and a plan for all proposed improvements.

d. Supporting reports for drainage, soils, traffic, and title, as applicable.

e. Any other submittal requirements identified at the pre-application meeting.

f. Any additional information requested based on the complexity and impact of the proposed project.

E. Approval

1. After a complete application has been submitted, the documents shall be routed to the appropriate town departments and outside agencies for review and comment. The applicant is responsible for addressing all comments.

2. The plan shall be reviewed for compliance with local, state, and federal regulations, as well as for compliance with specific plans, development agreements, and other relevant documents.

3. Once all comments have been resolved, the development plan shall be considered administratively approved. An electronic copy of the plan set with an approval stamp shall be forwarded to the applicant.

F. Appeal. An applicant may appeal a final action by the planning manager to the board of adjustment pursuant to subsection 17-2-2(C)(2).

G. Expiration. If a building permit has not been issued within two years from the date of approval of the development plan, the plan shall be considered expired and null and void. An administrative extension of up to one year may be granted by the planning manager upon request and with good cause shown.

17-3-5 Site plans and design review plans

A. Purpose. The purpose of this section is to provide an expedited administrative review process for developments that require a site plan or a design review plan.

B. Administrative review and approval. Except as otherwise expressly provided in this code, the planning manager shall have the authority to approve, conditionally approve, or deny an application seeking the approval of a site plan, a design review plan, or an amendment to a site plan or design review plan.

C. Applicability. A site plan or design review plan application must be submitted whenever required by title 17.

D. Application. All applications shall follow the requirements defined in the applicable checklist on file with the development services department, if any. The checklist is an administrative document that is amended from time to time by the planning manager.

E. Approval

1. After a complete application has been submitted, the documents shall be routed to the appropriate town departments and outside agencies for review and comment. The applicant is responsible for addressing all comments.

2. The plan shall be reviewed for compliance with local, state, and federal regulations, as well as for compliance with specific plans, development agreements, and other relevant documents.

3. Once all comments have been resolved, the site plan, design review plan, or amendment shall be considered administratively approved. An electronic copy of the plan set with an approval stamp shall be forwarded to the applicant.

F. Appeal. An applicant may appeal a final action by the planning manager to the board of adjustment pursuant to subsection 17-2-2(C)(2).

G. Expiration. If a building permit has not been issued within two years from the date of approval of a site plan or design review plan, the plan shall be considered expired and null and void. An administrative extension of up to one year may be granted by the planning manager upon request and with good cause shown.

SECTION 2. Title 17 (Land Development), Chapter 17-5 (Subdivisions), Section 17-5-2 (Procedures) of the Marana Town Code is hereby revised as follows (with additions shown with double-underlining and deletions shown with ~~strikeouts~~):

17-5-2 Procedures

A. Overview.

1. Except as provided otherwise elsewhere in this code, the preparation, submittal, review and approval of subdivision plats shall proceed through the following progressive steps:

a. Pre-application meeting with the town.

b. Preliminary plat submittal, review, and administrative approval.

c. The submittal of engineering plans for the required subdivision improvements (submittal and review may occur during preliminary plat review).

d. The approval of engineering plans for the required subdivision improvements (must occur prior to final plat approval).

e. Final plat submittal, review, and administrative approval ~~by the council~~.

f. Recordation of the approved final plat with the county recorder.

[No revisions to subparagraph 2]

3. Subdivisions of ten or fewer lots shall proceed through the following steps:

a. Pre-application meeting with the town.

b. The submittal and approval of engineering plans for improvements as deemed necessary by the town engineer and planning manager prior to final plat approval.

c. Final plat submittal and review, and administrative approval ~~by the council~~.

d. Recordation of approved final plat with the county recorder.

[No revisions to paragraphs B and C]

D. Final plat

[No revisions to subparagraph 1]

2. Final plat requirements:

[No revisions to subparagraph a]

~~b. The planning manager shall submit the final plat application together with the staff recommendations to the council.~~

[No revisions to existing subparagraph c, which is hereby re-lettered as subparagraph b to conform to the deletion of existing subparagraph b]

~~d~~c. All necessary engineering improvement plans shall be approved prior to approval of the final plat ~~the council meeting~~.

e~~d~~. Any information required as part of the final plat submittal shall be shown on the plans in a manner consistent with standard engineering practice and town standards.

[No revisions to subparagraph i]

ii. The following certifications must be included on the final plat:

[No revisions to subparagraphs a) or b)]

c) Certification of plat approval by the planning manager, town engineer (or designated representative), and town clerk ~~and council~~.

[No revisions to subparagraphs d) or e)]

[No revisions to subparagraphs iii through vi]

3. Final plat approval:

a. An application for approval of a final plat shall not be filed unless there is an approved, signed, preliminary plat for the proposed subdivision as provided for in subsection 17-5-2(C) ~~D~~ of this chapter. This requirement does not apply to subdivisions of ten or fewer lots.

b. In addition to the requirements of the preceding paragraphs, the applicant shall provide to the town any additional information, documents, or other material relevant to the application that the planning manager or town engineer reasonably believes is necessary ~~in order for the council~~ to evaluate, analyze, and understand the subject matter of the application.

c. An application for final plat approval shall not be deemed to have been filed or properly submitted until all of the above-listed requirements have been complied with. The planning manager shall determine compliance.

d. After a complete application has been submitted, the documents shall be routed to the appropriate town departments and outside agencies for review and comment. The applicant is responsible for addressing all comments.

e. The plat shall be reviewed for compliance with local, state, and federal regulations, as well as for compliance with specific plans, development agreements, and other relevant documents.

f. Once all comments have been resolved, the final plat shall be considered administratively approved and

~~d. Consideration of approval, amendment, or denial of the final plat by the council shall take place in a public meeting, but may be on the consent portion of the agenda.~~

~~i. Approval:~~

~~a) If the council approves the plat,~~ the town clerk shall certify the ~~council's~~ approval on the plat, after determining that the other required certifications and dedications have been duly signed and acknowledged.

~~b)~~ g. After ~~council~~ approval of a final plat and compliance with subsection 17-5-3 B, the subdivider shall pay to the town the fee charged by the county recorder for the recordation of the plat, and the town clerk shall then promptly record the plat with the county recorder, pursuant to A.R.S. § 9-463.01(~~J~~R).

~~ii. Amendment: If the council finds that the plat requires revisions, the application shall be tabled until the revisions can be satisfactorily accomplished and the application rescheduled for council action.~~

~~iii.~~ h. ~~Denial:~~ If the ~~council~~ town denies the plat, the ~~minutes~~ town shall state the reasons for the denial in writing. The final plat application may be re-filed at any time if revisions can resolve the reasons for the denial.

E. Plat amendments. An applicant may apply for an amendment to a final plat which shall proceed through the same progressive steps as provided in this section for a final plat.

SECTION 3. Title 17 (Land Development), Chapter 17-5 (Subdivisions), Section 17-5-2 (Procedures) of the Marana Town Code is hereby revised by adding new section 17-5-6 (Lot line adjustments, lot ties, and lot combinations), and renumbering existing section 17-5-6 to conform to the addition of the new section, as follows:):

17-5-6 Lot line adjustments, lot ties, and lot combinations

Lot line adjustments, lot ties, and lot combinations may be administratively approved by town staff without a public hearing, subject to application and review procedures established by the planning manager.

SECTION 4. Title 17 (Land Development), Chapter 17-19 (Silverbell Road Overlay Corridor District), Section 17-19-10 (Silverbell Road Overlay Corridor District development plan procedures) of the Marana Town Code is hereby revised as follows (with additions shown with double-underlining and deletions shown with ~~strikeouts~~):

17-19-10 Silverbell Road Overlay Corridor District development plan procedures

A. Development plan review. Development plan review is required for any non-single family development within the Silverbell Road Corridor Overlay District.

B. Application and approval. The application and approval process for a development plan in the Silverbell Road Corridor Overlay District shall be in conformance with the process set forth in section 17-3-4 (Development plans). ~~Planning commission action required. Upon the completion of the development plan review, applications for development within the Silverbell Road Corridor Overlay District shall be scheduled for consideration and action by the planning commission, subject to the requirements of the underlying specific plan or zoning district, as well as the commercial design standards. The commission may, if satisfied that all the objectives of the Marana land development code and town standards have been met, approve the development plan, or approve with conditions. If the commission finds that the development plan requires revision, the plan may be continued pending revision~~.

C. Appeal procedure. An applicant may appeal a final action by the planning manager on a development plan review to the board of adjustment pursuant to subsection 17-2-2(C)(2). ~~The action of the planning commission may be appealed to the town council by the applicant. Requests for appeal must be filed on an application form provided by the planning department, and must include the appropriate fee as established by the council. Requests for appeal must be filed within ten days following the date of the planning commission action. The council shall act to affirm or reverse in whole or in part, or modify the commission's decision including the addition or deletion of conditions or restrictions.~~

D. Modifications. A request to modify, expand, or otherwise change an approved development plan application, not in substantial conformance with the planning ~~commission~~ manager's approval, shall be processed according to the provisions of this title.

1. The following modifications shall require an amended application:
    a. A request that would significantly alter the design of the site or buildings / structures.
    b. A request to change or delete a condition approved by the planning manager ~~commission or town council~~.
2. Minor modifications to an approved plan may be approved by the planning manager as specified below:
    a. Minor relocation of building pads provided that the modification does not significantly alter the site design in terms of parking layouts, vehicular circulation, landscape design and other similar components of the development plan provided that ordinance requirements are still met.
    b. An increase or decrease in a proposed setback provided that the ordinance requirements are still met.
    c. A minor change to landscape design and plant material changes.
    d. A minor change to parking lot / site plan.

State of Arizona
House of Representatives
Fifty-seventh Legislature
First Regular Session
2025

CHAPTER 31

HOUSE BILL 2447

AN ACT

AMENDING SECTION 9-500.49, ARIZONA REVISED STATUTES; RELATING TO MUNICIPAL ADMINISTRATIVE REVIEWS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

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

Section 1. Section 9-500.49, Arizona Revised Statutes, is amended to read:

9-500.49. Administrative review and approval; self-certification program; expedited approval; definitions

A. Notwithstanding any other law, the legislative body of a city or town ~~may~~ SHALL by ordinance do the following:

1. Authorize administrative personnel to review and approve site plans, development plans, land divisions, lot line adjustments, lot ties, preliminary plats, final plats and plat amendments without a public hearing.

2. Authorize administrative personnel to review and approve design review plans based on objective standards without a public hearing.

~~3. Adopt a self-certification program allowing registered architects and professional engineers to certify and be responsible for compliance with all applicable ordinances and construction standards for projects that the ordinance identifies as being qualified for self-certification.~~

~~4.~~ 3. Allow at-risk submittals for certain on-site preliminary grading and drainage work or infrastructure.

~~5.~~ 4. Allow applicants with a history of compliance with building codes and regulations to be eligible for expedited permit review.

B. NOTWITHSTANDING ANY OTHER LAW, THE LEGISLATIVE BODY OF A CITY OR TOWN MAY BY ORDINANCE ADOPT A SELF-CERTIFICATION PROGRAM ALLOWING REGISTERED ARCHITECTS AND PROFESSIONAL ENGINEERS TO CERTIFY AND BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE ORDINANCES AND CONSTRUCTION STANDARDS FOR PROJECTS THAT THE ORDINANCE IDENTIFIES AS BEING QUALIFIED FOR SELF-CERTIFICATION.

~~B.~~ C. Applications for a license pursuant to this section are subject to chapter 7, article 4 of this title.

~~C.~~ D. For the purposes of this section: ~~,~~

1. "LICENSE" HAS THE SAME MEANING PRESCRIBED IN SECTION 9-831.

2. "Objective" means not influenced by personal interpretation, taste or feelings of a municipal employee and verifiable by reference to an adopted benchmark, standard or criterion available and knowable by the applicant or proponent.

Sec. 2. Effective date

This act is effective from and after December 31, 2025.

APPROVED BY THE GOVERNOR MARCH 31, 2025.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MARCH 31, 2025.

Council-Regular Meeting **A3**

Meeting Date: 11/18/2025

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: November 18, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-111: Relating to Development; adopting a notice of intent to enter into a retail development tax incentive agreement for the Marana Urban LLC downtown development project proposed to be located east of Marana Main Street and north of Civic Center Drive (Jane Fairall)

Discussion:

A.R.S. § 9-500.11(K) requires a city or town to adopt a notice of intent to enter into a retail development tax incentive agreement at least 14 days before approving the agreement. Staff plans to bring to the Council for its consideration at one of the December 2025 Council meetings a retail development tax incentive agreement for the Marana Urban LLC downtown development project proposed to be located on Town property, east of Marana Main Street and north of Civic Center Drive. The current draft of the proposed Lease and Development Agreement, which is still being negotiated between the Town and the developer(s), contains the retail tax incentive which brings it within the purview of the statute. It provides for reimbursement of 45% of the retail sales tax and 75% of the construction sales tax revenues generated from the project beginning after substantial improvements have been completed and continuing until the earlier of when the Town has fully reimbursed the developer for its costs for certain defined required improvements or upon expiration of the agreement. Additional details and information will be provided when this item is formally brought to Council for consideration, currently planned to be in December 2025.

Financial Impact:

Adoption of this notice does not have any financial impact. If the development agreement is approved, there will be a financial impact to the Town which will be discussed when the development agreement is presented to Council.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2025-111, adopting the notice of intent to enter into the Lease and Development Agreement.

Suggested Motion:

I move to adopt Resolution No. 2025-111, adopting a notice of intent to enter into a retail development tax incentive agreement for the Marana Urban LLC downtown development project proposed to be located east of Marana Main Street and north of Civic Center Drive.

Attachments

Resolution No. 2025-111

MARANA RESOLUTION NO. 2025-111

RELATING TO DEVELOPMENT; ADOPTING A NOTICE OF INTENT TO ENTER INTO A RETAIL DEVELOPMENT TAX INCENTIVE AGREEMENT FOR THE MARANA URBAN LLC DOWNTOWN DEVELOPMENT PROJECT PROPOSED TO BE LOCATED EAST OF MARANA MAIN STREET AND NORTH OF CIVIC CENTER DRIVE

WHEREAS the Town of Marana and Marana Urban LLC are completing negotiations with respect to the terms of a proposed retail development tax incentive agreement for a downtown development project proposed to be located on Town property, east of Marana Main Street and north of Civic Center Drive; and

WHEREAS A.R.S. § 9-500.11(K) requires a city or town to adopt a notice of intent to enter into a retail development tax incentive agreement at least 14 days before approving the agreement; and

WHEREAS Town staff plans to bring the proposed Lease and Development Agreement to Town Council for its consideration at one of the Council's December 2025 meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Town of Marana hereby adopts this notice of intent to enter into the Lease and Development Agreement with Marana Urban LLC for the proposed downtown development project, a retail development tax incentive agreement, no earlier than December 2, 2025.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of November, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **A4**

Meeting Date: 11/18/2025

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: November 18, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-112: Relating to Development; approving and authorizing the Mayor to execute the Amended and Restated Cascada Development Agreement, a retail development tax incentive agreement, for the development of approximately 752.5 acres of land located east of I-10 and north of Twin Peaks Road (Jane Fairall)

Discussion:

Request
Town staff proposes approval of the Amended and Restated Cascada Development Agreement.

Background
On December 5, 2006, the Town Council approved the Cascada Specific Plan via adoption of Marana Ordinance No. 2006.23. On May 16, 2007, the Council adopted Resolution No. 2007-82, approving the Cascada Development Agreement (the "Original Cascada DA") which implemented the Cascada Specific Plan. On November 15, 2011, the Council approved the Cascada North Specific Plan via adoption of Marana Ordinance No. 2011.31. Collectively, the Cascada Specific Plan and the Cascada North Specific Plan are referred to here as the "Original Cascada Entitlements". The Original Cascada Entitlements collectively master-planned approximately 1,562 acres of property located east of I-10 and north of Twin Peaks Road. Since the approval of the Original Cascada Entitlements and the Original Cascada DA, over 330 acres of open space subject to the Original Cascada Entitlements were dedicated to Pima County, along with approximately 65 acres dedicated to the Town of Marana for parks and drainage. Other portions of the property subject to the Original Cascada Entitlements

have been developed for utilities/infrastructure and single-family residential uses.

On October 21, 2025, the Town Council adopted Marana Ordinance No. 2025.022, approving the Cascada II Specific Plan. The Cascada II Specific Plan establishes zoning for the 752.5 acres of remaining developable area of the property subject to the Original Cascada Entitlements (the "Revised Development"). The Revised Development builds on the vision of the Original Cascada Entitlements by continuing its commitment to open space, drainage, and wildlife corridors, while creating a new vision for the developable area to create flexible mixed-use opportunity, new forms of residential living, and other commercial/employment opportunities in this area of the Town. The Town and the owner of the Revised Development, Pacific International Properties, L.L.P. (the "Developer") have negotiated the attached Amended and Restated Cascada Development Agreement and desire to repeal the Original Cascada DA as to the remaining 752.5 developable acres of the Cascada development. The Land Use Concept map from the Cascada II Specific Plan is included in the materials for reference.

Development Agreement
On October 7, 2025, the Town Council adopted Resolution No. 2025-093, adopting a notice of intent to enter into a retail development tax incentive agreement for Cascada II, in compliance with A.R.S. § 9-500.11. A retail development tax incentive agreement is an agreement in which the Town agrees to reimburse a developer engaged in or planning to engage in retail development activities with sales, use or transaction privilege tax revenues. Pursuant to the requirements of the statute, in order for the Town to enter into a retail development tax incentive agreement, the Town Council must find that the proposed tax incentive is anticipated to raise more revenue than the amount of the incentive within the duration of the agreement, and that finding must be verified by an independent third party not financed by the developer. The Town engaged Elliott D. Pollack & Company to conduct the required independent third party review of the agreement and the review has verified the finding. At the time that this staff report was drafted, the consultant's report was still being finalized, but a copy will be provided when it becomes available.

The agreement provides for reimbursement to the developer of up to the Developer's full costs for design and construction of certain required public drainage improvements consisting of regional detention/retention basins that will be constructed within a future Town district park located within the Cascada development, and regional channels located within the Revised Development. Reimbursement would come from 45% of retail sales taxes and 75% of construction sales taxes generated on the property. The reimbursements will begin the first calendar quarter after the Town's issuance of a certificate of occupancy for any combination of buildings that are constructed as part of and satisfy the requirement for the initial minimum improvements required by the agreement, consisting of at least 50,000 square feet of retail building space and related parking, supporting infrastructure and amenities. The reimbursements will continue until the earlier of when the Developer has been fully reimbursed for the drainage improvements or on December 31 immediately following the 20th anniversary of the effective date of the agreement.

In addition to the retail development tax incentive portion, the development agreement

also addresses the following issues:

- Timing of Construction of the Required Drainage Improvements — The Revised Development is located within an area or areas defined by the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area (SFHA) and the Developer intends to seek from FEMA modification to or removal from the SFHA. Construction of the required drainage improvements must be substantially complete and an effective FEMA Letter of Map Revision (LOMR) must be in place for each phase of the Revised Development before the Town will issue a certificate of occupancy for any structure located within the phase in question.

- Park Improvements — The Developer previously dedicated to the Town approximately 65 acres of land west of the Cascada property for a district park (as well as for the previously-mentioned regional basins). The agreement provides that the Town and the Developer shall cooperate in master planning a park for the site, generally consistent with the current concept plan attached as an exhibit to the agreement. The Town will design and construct the park, and the Developer will be responsible for payment of the full costs of the design and construction. The southern portion of the park is intended to be completed prior to the 1,500th single-family residential building permit issued on the property and the northern portion of the park is intended to be completed prior to the 2,500th single-family residential building permit issuance. At the next Town development impact fee update, the Town will include the design and construction costs of the park within the Town's development impact fee program, and the Developer will be entitled to impact fee reimbursement for the park as provided in A.R.S. §9-463.05.

- Transportation Improvements — The Developer is required to complete a Traffic Impact Analysis (TIA) which must be accepted by the Town prior to approval of any plat or development plan for the property. The TIA will identify the Developer's required roadway improvement obligations and the timing and trigger of those improvements.

- Water Infrastructure Improvements — Town staff has approved a water plan for the Revised Development which requires the Developer to construct a total of 1.877 million gallons of storage tank capacity for the Revised Development. Per the water plan, the Developer shall construct 910,000 gallons of storage at the Town's Blue Bonnett reservoir site, and shall construct the remaining 967,000 gallons as required by the approved water plan. The Town will reserve space at the Town's Cortaro Ranch Well site as a potential location for the additional storage tank.

- Communities Facilities District — The Developer may submit an application to form a community facilities district (CFD) pursuant to A.R.S. § 48-701, *et seq*. and the Town's Guidelines for Establishment of Community Facilities Districts, and the Town Council shall reasonably consider such request for a CFD.

Financial Impact:

The Town will dedicate 45% of sales tax revenues and 75% of construction sales tax revenues generated on the property to reimburse the Developer up to the full costs of design and construction of the Required Public Improvements, which consist of the regional drainage basins and regional drainage channels required by the drainage plan. The current estimate for the design and construction of the Required Public Improvements is $12-15 million. The Developer is responsible for payment for design and construction costs of all other required improvements, including the Park Amenities, which will be designed and constructed by the Town. The Town will include the Park Amenities in its impact fee program at the next impact fee update, and the Developer will then be entitled to impact fee reimbursements for the Park Amenities pursuant to state law. The financial impact of the agreement is set forth in detail in the independent third party report prepared by Elliott D. Pollack & Company.

Staff Recommendation:

Staff recommends approval of the Amended and Restated Cascada Development Agreement.

Suggested Motion:

I move to approve Resolution No. 2025-112, approving and authorizing the Mayor to execute the Amended and Restated Cascada Development Agreement, a retail development tax incentive agreement, for the development of approximately 752.5 acres of land located east of I-10 and north of Twin Peaks Road.

Attachments

Resolution No. 2025-112

Exhibit A - Amended and Restated Cascada DA

Cascada II Specific Plan Land Use Concept

Cascada II Economic and Fiscal Impact

MARANA RESOLUTION NO. 2025-112

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED CASCADA DEVELOPMENT AGREEMENT, A RETAIL DEVELOPMENT TAX INCENTIVE AGREEMENT, FOR THE DEVELOPMENT OF APPROXIMATELY 752.5 ACRES OF LAND LOCATED EAST OF I-10 AND NORTH OF TWIN PEAKS ROAD

WHEREAS Pacific International Properties, L.L.P. (the "Developer") is the master developer of approximately 752.5 acres of land located east of I-10 and north of Twin Peaks Road (the "Property"); and

WHEREAS the Property and its development were included in and subject to the provisions of the Cascada Specific Plan, approved via adoption of Marana Ordinance No. 2006.23 on December 5, 2006, recorded in the Office of the Pima County Recorder at Docket 13063 Page 4204 (Sequence 20071020795); and/or the Cascada North Specific Plan, approved via adoption of Marana Ordinance No. 2011.31 on November 15, 2011, recorded in the Office of the Pima County Recorder at Sequence 20113250231 (collectively the "Original Cascada Entitlements"); and

WHEREAS the Town and the Developer's predecessor in interest entered into the Cascada Specific Plan Development Agreement for the property originally included within the Cascada Specific Plan, recorded in the Office of the Pima County Recorder on May 17, 2007, at Docket 13057 Page 673 (Sequence 20070960296) (the "Original Cascada DA"); and

WHEREAS, on October 21, 2025, the Town Council adopted Marana Ordinance No. 2025.022, recorded in the Office of the Pima County Recorder at Sequence 2025970201, approving the Cascada II Specific Plan, which establishes zoning for the Property, which is the 752.5 acres of remaining developable area of the property subject to the Original Cascada Entitlements (the "Revised Development"); and

WHEREAS the Town and the Developer desire to repeal the Original Cascada DA as to the Property and replace it in its entirety with the Amended and Restated Cascada Development Agreement that is the subject of this resolution (the "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 in approving the Agreement, the Town Council has found and determined that certain activities relating to the Revised Development are economic development activities within the meaning of A.R.S. § 9-500.11, that all expenditures by the Town pursuant to the Agreement constitute the appropriation and expenditure of public monies for and in connection with economic development activities and that it is appropriate to provide the Developer with the reimbursement in the Agreement as an inducement to cause the Developer to construct, own and operate the Revised Development in the Town; and

WHEREAS, on October 7, 2025, the Town adopted a notice of intent to enter into the Agreement, in compliance with A.R.S. § 9-500.11; and

WHEREAS the Town Council finds that the Revised Development will raise more revenue for the Town than the amount of the reimbursements to the Developer within the duration of the Agreement, and an independent third party not financed by the Developer has verified the Town Council's finding that the Revised Development will raise more revenue for the Town than the amount of the reimbursements to the Developer within the duration of the Agreement; and

WHEREAS the Town Council finds that in the absence of the reimbursements to the Developer provided pursuant to the Agreement, the Revised Development would not locate in the Town in the same time, place or manner as it will with the reimbursements to the Developer; and

WHEREAS the Town Council finds that the Amended and Restated Cascada 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 Amended and Restated Cascada 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 18th day of November, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

AMENDED AND RESTATED
CASCADA DEVELOPMENT AGREEMENT
TOWN OF MARANA, ARIZONA

THIS AMENDED AND RESTATED CASCADA DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), PACIFIC INTERNATIONAL PROPERTIES, L.L.P., an Arizona limited liability partnership (the "Developer"), and FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under trust number 60,327, and not in its corporate capacity (the "Trust"). The Town, the Developer, and the Trust are sometimes collectively referred to in this Agreement as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The Developer is the master developer of approximately 752.5 acres of land located east of I-10 and north of Twin Peaks Road within the corporate limits of the Town as legally described in Exhibit A (the "Property").

B. Title to some of the Property beneficially owned by the Developer is held by the Trust.

C. The Property and its development were included in and subject to the provisions of the Cascada Specific Plan, approved via adoption of Marana Ordinance No. 2006.23 on December 5, 2006, recorded in the Office of the Pima County Recorder at Docket 13063 Page 4204 (Sequence 20071020795); and/or the Cascada North Specific Plan, approved via adoption of Marana Ordinance No. 2011.31 on November 15, 2011, recorded in the Office of the Pima County Recorder at Sequence 20113250231 (collectively the "Original Cascada Entitlements"). The Original Cascada Entitlements collectively master-planned approximately 1,562 acres of property, including the Property.

D. The Town and FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under trust number 60,182, and not in its corporate capacity, entered into the CASCADA SPECIFIC PLAN DEVELOPMENT AGREEMENT for the property originally included within the Cascada Specific Plan, recorded in the Office of the Pima County Recorder on May 17, 2007, at Docket 13057 Page 673 (Sequence 20070960296) (the "Original Cascada DA").

E. The Original Cascada DA implemented the Cascada Specific Plan.

F. The Developer and the Trust are the successors in interest to Fidelity National Title Agency, Inc., as Trustee under trust number 60,182.

G. Since the approval of the Original Cascada Entitlements and the Original Cascada DA, over 330 acres of open space subject to the Original Cascada Entitlements were dedicated to Pima County, along with approximately 65 acres dedicated to the Town of Marana for parks and drainage, pursuant to the Final Plat for Cascada Village I (Lots 1-430), Blocks I-XVII, "A", "B", "C", "D" & Common Areas "A", "B", "C", "D", "E", "F", "G", "H", & "I" recorded in the Office of the Pima County Recorder at Book 64 of Maps and Plats at Page 35 on January 23, 2009 (the "Cascada Village I Plat"). Other portions of the property subject to the Original Cascada Entitlements have been developed for utilities/infrastructure and single-family residential uses.

H. On October 21, 2025, the Town Council adopted Marana Ordinance No. 2025.022, recorded in the Office of the Pima County Recorder at Sequence 2025970201, approving the Cascada II Specific Plan. The Cascada II Specific Plan establishes zoning for the Property, which is the 752.5 acres of remaining developable area of the property subject to the Original Cascada Entitlements (the "Revised Development"). The Revised Development builds on the vision of the Original Cascada Entitlements by continuing its commitment to open space, drainage, and wildlife corridors, while creating a new vision for the developable area to create flexible mixed-use opportunity, new forms of residential living, and other commercial/employment opportunities in this area of the Town.

I. With the approval of the Cascada II Specific Plan and this Agreement, the Original Cascada Entitlements, including any and all related development agreements, shall be modified, amended, and superseded only as to the Property, and the Property shall be developed in phases pursuant to the Cascada II Specific Plan, as clarified and supplemented by this Agreement.

J. Developer and the Town have been working on infrastructure plans for traffic, drainage, and water for the Revised Development (collectively, the "Infrastructure Plans"). The Infrastructure Plans each independently establish phasing assumptions and triggers to require specific infrastructure as clarified and supplemented by this Agreement. The Infrastructure Plans are defined as follows:

i) A Traffic Impact Analysis ("TIA"), which has not yet been approved by the Town; and

ii) A Master Drainage Plan prepared by CMG Drainage Engineering, Inc., sealed on July 19, 2024, and having report number DRA2406-001, approved by the Town on August 7, 2024 ("Drainage Plan"); and

iii) A Water System Master Plan prepared by WestLand Engineering & Environmental Services, sealed on November 18, 2024, and having report number HM2408-001, approved by the Town on December 13, 2024 ("Water Plan").

K. The Town and the Developer desire to establish certain agreements regarding the Revised Development pursuant to A.R.S. § 9-500.05 and certain agreements in connection with development activities for the economic benefit of the Town pursuant to A.R.S.

§ 9-500.11 upon and in accordance with the terms and conditions set forth in this Agreement.

L. The Revised Development is consistent with the Town's long-term economic development strategies and is expected to create a source of significant tax revenue for the Town for many years.

M. The short-term and long-term benefits of the Revised Development offset and outweigh the costs of the reimbursements provided by the Town under this Agreement.

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

O. The Town is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a landowner 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.

P. In approving this Agreement, the Town Council has found and determined that certain activities relating to the Revised Development are economic development activities within the meaning of A.R.S. § 9-500.11, that all expenditures by the Town pursuant to this Agreement constitute the appropriation and expenditure of public monies for and in connection with economic development activities and that it is appropriate to provide the Developer with the reimbursement in this Agreement as an inducement to cause the Developer to construct, own and operate the Revised Development in the Town.

Q. The Town adopted a notice of intent to enter into this Agreement not less than 14 days before the Town Council approved this Agreement, in compliance with A.R.S. § 9-500.11.

R. The Town Council finds that the Revised Development will raise more revenue for the Town than the amount of the reimbursements to the Developer within the duration of this Agreement.

S. An independent third party not financed by the Developer has verified the Town Council's finding that the Revised Development will raise more revenue for the Town than the amount of the reimbursements to the Developer within the duration of this Agreement.

T. The Town Council finds that in the absence of the reimbursements to the Developer provided pursuant to this Agreement, the Revised Development would not locate in the Town in the same time, place or manner as it will with the reimbursements to the Developer.

U. The Developer will incur out-of-pocket public infrastructure construction costs and will make certain contributions for public infrastructure in the immediate vicinity of and directly benefiting the Revised Development.

V. The reimbursements to the Developer provided pursuant to this Agreement are intended to reimburse the Developer for its out-of-pocket construction costs and contributions for the Required Public Improvements, as described more specifically in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Parties hereby agree as follows:

Article 1. Effect

As of the Effective Date of this Agreement, the Original Cascada DA is repealed as to the Property and is replaced in its entirety by this Agreement.

Article 2. Background

2.1. Incorporation of the Recitals. The foregoing Recitals are incorporated herein by this reference.

2.2. Proposed Uses. The Revised Development is a sustainable, mixed-use community that respects the Property's natural environment and responds to its physical constraints. Much of the groundwork has already been laid based on the Original Cascada Entitlements, specifically related to environmental resources, recreation, drainage, and open space. The vision is to create a regional, master-planned, mixed-use project that permits flexibility within the land use guidelines to respond to the market as established in the Cascada II Specific Plan.

2.3. Definitions. The following definitions shall apply to this Agreement:

2.3.1. "Additional Storage Tank" is defined in paragraph 7.2 below.

2.3.2. "Affiliate" is defined in paragraph 12.10 below.

2.3.3. "Cascada II Specific Plan" is the rezoning for the Property, approved by the Town pursuant to Marana Ordinance No. 2025.022, including all conditions and stipulations of rezoning and design guidelines associated with it.

2.3.4. "Cascada Village I Plat" is defined in recital G above.

2.3.5. "CO" means certificate of occupancy.

2.3.6. "Construction Sales Tax Revenues" mean those portions of the Town's transaction privilege taxes (currently 4%) generated pursuant to Section 8-415 or 8-416 of the Marana Tax Code from construction contracting or speculative builder activities occurring on the Property. References to sections of the existing Marana Tax Code shall include corresponding sections of successor codes.

2.3.7. "Demanding Party" is defined in paragraph 11.2 below.

2.3.8. "Developer" is defined in the introductory paragraph of this Agreement and in paragraph 3.5 below.

2.3.9. "Development Regulations" is defined in paragraph 3.1 below.

2.3.10. "Drainage Plan" is defined in recital J above.

2.3.11. "Effective Date" is defined in paragraph 12.1 below.

2.3.12. "Infrastructure Plans" is defined in recital J above.

2.3.13. "Initial Development Plan" is defined in paragraph 3.3.1 below.

2.3.14. "Initial Minimum Improvements" is defined in paragraph 3.3.1 below.

2.3.15. "Lender" is defined in paragraph 12.12 below.

2.3.16. "Letter of Credit" is defined in paragraph 5.4.7 below.

2.3.17. "Marana Development Code" is defined in paragraph 3.1 below.

2.3.18. "Original Cascada DA" is defined in recital D above.

2.3.19. "Original Cascada Entitlements" are defined in recital C above.

2.3.20. "Non-Performing Party" is defined in paragraph 11.2 below.

2.3.21. "North Parcel" is defined in paragraph 5.2 below.

2.3.22. "Parcel Developer" means a person or entity who develops one or more individual blocks of the Property and may include the Developer but more likely will be a successor fee title interest holder to the Developer.

2.3.23. "Park Amenities" are defined in paragraph 5.2.1 below.

2.3.24. "Property" is defined in recital A above and legally described in Exhibit A attached to this Agreement.

2.3.25. "Regional Basins" are defined in paragraph 2.3.29 below.

2.3.26. "Regional Channels" are defined in paragraph 2.3.29 below.

2.3.27. "Reimbursement Account" means a separate account within the Town's General Fund or accounted for by an appropriate book or ledger entry designation for the purpose of making Reimbursement Payments (see paragraph 8.3 below)

2.3.28. "Reimbursement Payments" is defined in paragraph 8.4 below.

2.3.29. "Required Public Improvements" means the design and construction of all of the following, as more fully described in the Drainage Plan:

2.3.29.1. The regional detention/retention basins required by the Drainage Plan to be constructed within the Town Park (the "Regional Basins").

2.3.29.2. The regional channels required by the Drainage Plan to be constructed within the Property (the "Regional Channels").

2.3.29.3. Any additional public infrastructure improvements, to the extent agreed upon in writing by the Developer and the Town.

2.3.30. "Required Public Improvement Costs" means all costs, expenses, fees and charges actually incurred and paid by or on behalf of Developer to contractors, architects, engineers, surveyors, governmental agencies, other professionals and consultants, and other third parties for materials, labor, planning, design, engineering, surveying, site excavation and preparation, governmental permits and payments, payment and performance bonds, other professional services, and all other costs and expenses related or incidental to and reasonably necessary for, the acquisition, improvement, construction, installation, or provision of the Required Public Improvements, together with all costs associated with the acquisition of lands, rights-of-way and easements either to be dedicated to the Town or upon which Required Public Improvements are to be constructed; provided, however, that Required Public Improvement Costs shall not include the value of right-of-way dedicated by Developer from the Property or any finance or interest costs incurred by Developer in connection with the design and construction of the Required Public Improvements.

2.3.31. "Revised Development" is defined in recital H above.

2.3.32. "Sales Tax Revenues" means that portion of the Town's transaction privilege taxes (currently 2.5%) generated from the activities listed below occurring on the Property, less the one-half cent increase adopted by Marana Ordinance No. 2021.022 because the proceeds of that increase are dedicated to the design and construction, and fixtures, furniture and equipment, for a new multi-generational Community Center and Aquatic Center.

2.3.32.1. Amusements, exhibitions and similar activities pursuant to Section 8-410 of the Marana Tax Code.

2.3.32.2. Hotels pursuant to Section 8-444 of the Marana Tax Code.

2.3.32.3. Commercial rentals, leasing and licensing pursuant to Section 8-445 of the Marana Tax Code.

2.3.32.4. Restaurants and bars pursuant to Section 8-455 of the Marana Tax Code.

2.3.32.5. Retail sales pursuant to Section 8-460 of the Marana Tax Code.

References to sections of the existing Marana Tax Code shall include corresponding sections of successor codes.

2.3.33. "South Parcel" is defined in paragraph 5.2 below.

2.3.34. "Storage Tank" is defined in paragraph 7.2 below.

2.3.35. "Total Reimbursement Amount" is defined in paragraph 8.1 below, and shall not exceed the Required Public Improvement Costs.

2.3.36. "Town Park" is defined in paragraph 5.2 below.

2.3.37. "Trust" is defined in in the introductory paragraph of this Agreement.

2.3.38. "Water Plan" is defined in recital J above.

Article 3. Development of the Property.

3.1. Development Regulations. The development of the Property shall be governed by the underlying zoning or land use designation and the standards provided for in the Cascada II Specific Plan. The Marana Development Code, including the written rules, regulations, substantive procedures, and policies relating to development of land, adopted or approved by the Mayor and Council (collectively the "Marana Development Code") in effect on the effective date of the Cascada II Specific Plan shall apply to the extent not covered by the Cascada II Specific Plan or this Agreement. In the event of any express conflict, the terms of this Agreement and the Cascada II Specific Plan shall control over the Marana Development Code. For purposes of this Agreement, the underlying zoning or land use designation shall mean full development, exclusive of voluntary limitations or restrictions, under the controlling underlying zoning or land use designation included in the Cascada II Specific Plan, and if not so covered, under the Marana Development Code. The requirements of this paragraph are collectively referred to as the "Development Regulations."

3.2. 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 Development as may be requested by the Developer.

3.3. Initial Development Plan. As a condition precedent to the Developer's right to receive and the Town's obligation to make Reimbursement Payments under Article 8 of this Agreement, and not as a separate obligation, the Developer shall prepare and submit to the Town the following:

3.3.1. A development plan (the "Initial Development Plan") for the initial construction of the Development, consisting of at least 50,000 square feet of retail building space and related parking, supporting infrastructure and amenities (the "Initial Minimum Improvements").

3.4. Minimum Construction Obligation. As a condition precedent to the Developer's right to receive and the Town's obligation to make Reimbursement Payments under Article 8 of this Agreement, and not as a separate contractual obligation, the Developer shall obtain building permits for and begin construction of the Initial Minimum Improvements in a manner consistent with the Initial Development Plan.

3.5. Effect of Sale of a Portion of the Property. The Developer anticipates that it will sell all or a portion of the Property to one or more third parties soon after this Agreement is executed, and in any event before the obligations of the Developer under this Agreement are satisfied. Upon that event:

3.5.1. For purposes of the performance of the Developer's obligations relating to the Required Public Improvements, the term "Developer" shall jointly and severally include each and every owner of any portion of the Property, except as otherwise provided in paragraph 12.10 below.

3.5.2. For purposes of entitlement to receive Reimbursement Payments under Article 8 of this Agreement, the "Developer" shall mean that owner of any portion of the Property who incurs all or a portion of the Required Public Improvement Costs.

3.5.3. As each individual block of the Property is sold, the Parcel Developer of that individual block will be required to provide the Town with appropriate subdivision assurances for the completion of subdivision infrastructure required to serve that individual block.

Article 4. Construction of Required Public Improvements

4.1. Required Public Improvements. The Drainage Plan requires construction of the Required Public Improvements for the Revised Development of the Property, consisting of the Regional Basins within the Town Park and the Regional Channels within the Property. The Required Public Improvements will be conveyed to the Town upon completion.

4.2. Timing of Construction of Required Public Improvements. The Revised Development is located within an area or areas defined by the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area (SFHA) and the Developer intends to seek from FEMA modification to or removal from the SFHA. The Revised Development and the Required Public Improvements are intended to be developed in phases as described in the Drainage Plan. As of the Effective Date of this Agreement, a Conditional Letter of Map Revision (CLOMR), Case Number 25-09-0101R, has been accepted by FEMA for phase one of the Revised Development. Construction of the Required Public Improvements must be substantially complete and an effective Letter of Map Revision (LOMR) must be in place for each phase of the Revised Development before the Town will issue a CO for any structure located within the phase in question, pursuant to Marana Town Code Section 17-15-10. If the Town amends the Town Code in the future to allow for a CO to be issued before a LOMR becomes effective, the amended Town Code shall apply to this Agreement. Except as otherwise provided in the prior sentence, the Town's right to withhold any CO is a contract right granted by this Agreement, and is granted notwithstanding any right of the Developer or its successors in interest to receive any CO pursuant to the Marana building codes.

4.3. Required Public Improvements Construction and Reimbursement. As a condition precedent to receiving Reimbursement Payments under Article 8 of this Agreement, the Developer shall, in conjunction with its construction of the Revised Development and in accordance with the State of Arizona (Arizona Revised Statutes Title 34) and the Town (Marana Town Code Chapter 3-4) public infrastructure construction procurement laws and procedures for the applicable project delivery method:

4.3.1. Design and construct the Required Public Improvements; and

4.3.2. Pay all Required Public Improvement Costs as they become due.

4.4. Town Review and Approval of Plans. Except as expressly provided in this Agreement, the development and construction of the Required Public Improvements is subject to the Town's normal plan submittal, review and approval procedures and construction inspection requirements.

Article 5. Park Improvements

5.1. Onsite Private Recreational Facilities. Residential areas within the Revised Development shall be developed in compliance with the recreational area requirements of Marana Town Code Section 17-5-3, in effect as of the Effective Date, except as modified by the Cascada II Specific Plan.

5.2. Town Park. As noted in recital G above, the Cascada Village I Plat dedicated to the Town approximately 65 acres of land west of the Property, designated for a combination of a district park (active and passive) and for the Regional Basins (the "Town Park"). The Town Park land includes approximately 52 acres on the southern end between the Property and I-10 (the "South Parcel") and approximately 13.6 acres on the northern end (the "North Parcel"). The Parties' obligations regarding the Town Park are as follows:

5.2.1. The Town and the Developer shall cooperate in a master planning process for the Town Park to address scope, amenities, budgeting, and other necessary planning items to design amenity spaces consistent with a district park for the portion of the Town Park property to be used for active park space ("Park Amenities"). The Park Amenities shall be consistent with the vision and elements of the Cascada II Specific Plan and shall be generally consistent with the current concept plan as depicted in Exhibit B attached to and incorporated by this reference in this Agreement. The Town and the Developer shall master plan the South Parcel and the North Parcel together. The planning process shall take into account and integrate the Regional Basins in the Town Park.

5.2.2. The Town will design and construct the Park Amenities, and will be responsible for procurement, management, risk management, administration, and operation and maintenance of the project during construction.

5.2.3. Developer will be responsible for the costs of design and construction of the Park Amenities subject to reimbursement pursuant to this Agreement.

5.2.4. Upon completion of the Park Amenities, and acceptance by the Town, the Town shall be responsible for ongoing maintenance of the Park Amenities.

5.3. Timing of Park Amenities. The Town will use its best efforts to substantially complete design and construction of the South Parcel Park Amenities prior to the 1,500th single-family residential building permit issuance, and to substantially complete design and construction of the North Parcel Park Amenities prior to the 2,500th single-family residential building permit issuance.

5.3.1. So long as Developer has complied with the timing and triggers related to its financial responsibility for the Park Amenities, as described in paragraph 5.4 below, the Town will issue building permits and release subdivision assurances pursuant to its normal practices, policies, and procedures, even if the Park Amenities are not substantially complete by the trigger dates set forth in paragraph 5.3 above.

5.3.2. So long as the Town has worked diligently and in good faith to substantially complete the Park Amenities by the trigger dates set forth in paragraph 5.3 above, the Developer shall have no cause of action against the Town for failure to complete the Park Amenities by the trigger dates set forth in paragraph 5.3 above.

5.4. Developer's Financial Responsibility for Park Amenities. Upon completion of the master planning process described in paragraph 5.2.1 above, the Town shall determine the appropriate procurement method for the Park Amenities project. Regardless of the method chosen, the Town will obtain estimates for pre-construction services, if any, and design for the South Parcel Park Amenities and for the North Parcel Park Amenities, as well as estimates for construction of the South Parcel Park Amenities and for construction of the North Parcel Park Amenities.

5.4.1. Prior to the 1,100th single-family residential building permit issuance, the Developer shall pay in cash to the Town the full estimated cost of the pre-construction and design services for the South Parcel Park Amenities.

5.4.2. Prior to the 1,300th single-family residential building permit issuance, the Developer shall pay in cash to the Town the full estimated cost of construction for the South Parcel Park Amenities.

5.4.3. No later than 60 days after final completion of the South Parcel Park Amenities, the Town shall provide to the Developer an itemized statement of Town's actual costs for the South Parcel Park Amenities and a check or invoice representing the difference between the Town's costs and the Developer's payments to the Town. If the Developer's payments to the Town were insufficient to cover the Developer's obligations under this Agreement, the Developer shall pay the Town the balance of the costs as set forth in the invoice within 30 days after the itemized statement and invoice are provided to the Developer. Any amounts unpaid after 30 days shall accrue simple interest at the rate of 10% per year until paid in full.

5.4.4. Prior to the 2,100th single-family residential building permit issuance, the Developer shall pay in cash to the Town the full estimated cost of the pre-construction and design services for the North Parcel Park Amenities.

5.4.5. Prior to the 2,300th single-family residential building permit issuance, the Developer shall pay in cash to the Town the full estimated cost of construction for the North Parcel Park Amenities.

5.4.6. No later than 60 days after final completion of the North Parcel Park Amenities, the Town shall provide to the Developer an itemized statement of Town's actual

costs for the North Parcel Park Amenities and a check or invoice representing the difference between the Town's costs and the Developer's payments to the Town. If the Developer's payments to the Town were insufficient to cover the Developer's obligations under this Agreement, the Developer shall pay the Town the balance of the costs as set forth in the invoice within 30 days after the itemized statement and invoice are provided to the Developer. Any amounts unpaid after 30 days shall accrue simple interest at the rate of 10% per year until paid in full.

5.4.7. In lieu of any of the payments required by paragraphs 5.4.1, 5.4.2, 5.4.4, and 5.4.5 above, the Developer may choose to deposit with the Town one or more irrevocable standby letters of credit in the full anticipated amount of the payment due, naming the Town as beneficiary from a bank or financial institution reasonably acceptable to the Town and in a form reasonably acceptable to the Town (each a "Letter of Credit"). The following banks or financial institutions are approved by the Town: Bank of America, NA, JPMorgan Chase Bank, N.A., Wells Fargo Bank, National Association, KeyBank, N.A., Western Alliance Bank, U.S. Bank, National Association, Mizuho Bank, Ltd., or another financial institution that is a member of the New York Clearing House or a financial institution that is a commercial bank or trust company having a net worth (including affiliates) of at least One Billion and No/100 Dollars ($1,000,000,000.00). If the Developer delivers a Letter of Credit for any payment due, the Town shall provide the Developer with monthly invoices for the work that is covered by the Letter of Credit, together with reasonable supporting information, such as payment applications and conditional lien waivers. The Developer will pay to the Town the amount due under each monthly invoice within 30 days after receipt of the monthly invoice. Any amounts unpaid after 30 days shall accrue simple interest at the rate of 10% per year until paid in full. Additionally, if the Developer fails to timely pay any monthly invoice and the failure continues for 15 days after written notice thereof from the Town to the Developer, the Town may draw upon the entire sum of the Letters of Credit. The amount of any Letter of Credit may be reduced as construction of the Park Amenities is completed. The Developer may request a reduction of any Letter of Credit provided for the Park Amenities no more often than every three months. The Town shall respond to the Developer's request within ten business days. The Town Engineer shall approve the reduction in the amount of a Letter of Credit based on the Town Engineer's reasonable determination of the cost of the remaining work plus a 15% contingency.

5.4.8. The Town and the Developer may revise the development and payment timeline for the Park Amenities set forth in this paragraph 5.4, due to demand, market conditions, and other similar factors. Any new development and payment timeline shall be in writing and signed by the Town and the Developer. The Town Manager is authorized to administratively approve and execute the new development and payment timeline without further Town Council approval.

5.5. Change Orders. Change orders for any phase of pre-construction, design, or construction of the Park Amenities shall only occur for unforeseen conditions that could not

have been anticipated and changes in the scope of the work. A change in scope is an owner-directed change in quality, size, or system.

5.5.1. The Town shall not approve any change orders with respect to unforeseen conditions that could not have been anticipated without the written consent of the Developer, which shall not be unreasonably withheld.

5.5.2. The Town shall not approve any change orders with respect to changes in the scope of the work without the written consent of the Developer. For changes in the scope of work that are necessary to ensure the safety of the public or that are an engineering requirement to properly construct the Park Amenities to Town standards, the Developer's consent shall not be unreasonably withheld. For any other change in the scope of work, the Developer may give or withhold consent in the Developer's sole discretion.

5.6. Development Impact Fee Reimbursement. At the next Town development impact fee update, the Town shall include the design and construction costs of the Park Amenities within the Town's development impact fee program. The Town and Developer agree that once included in the Town's development impact fee program, Developer shall be entitled to impact fee reimbursement for the Park Amenities as provided in A.R.S. §9-463.05. The Town and Developer may enter into a separate development impact fee reimbursement agreement to memorialize their agreement concerning the amount of development impact fee credit applicable to the Revised Development and timing of development impact fee reimbursements.

Article 6. Transportation Improvements

6.1. Developer's Public Roadway Improvement Obligations. As noted in recital J above, the Developer has submitted a Traffic Impact Analysis (TIA) which has not yet been approved by the Town. Marana Ordinance No. 2025.022 provides that the TIA must be accepted by Town Staff prior to approval of a preliminary plat (if applicable), final plat, or development plan for any portion of the Property. The TIA identifies the Developer's required roadway improvement obligations, and the timing and triggers for those obligations.

6.2. Phased TIA. The TIA assumes three phases for the Revised Development, but the submitted TIA addresses only the first two phases of the Revised Development. Marana Ordinance No. 2025.022 requires the Developer to submit additional traffic analyses prior to development of subsequent phases of the Revised Development.

6.3. Transportation Improvement by Block. The Parcel Developer of each individual block shall construct any transportation infrastructure required by an individual subdivision assurance agreement pertaining to the resubdivision of a particular block.

Article 7. Water Infrastructure Improvements

7.1. Onsite Potable Water Distribution System. The Parcel Developer of each individual block of the Property 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 Parcel Developer of the individual block.

7.2. Approved Water Plan. The Water Plan requires construction of a total of 1.877 million gallons of storage tank capacity for the Revised Development. Per the Water Plan, the Developer shall construct 910,000 gallons of storage at the Town's Blue Bonnett reservoir site ("Storage Tank"). The Developer shall construct the remaining 967,000 gallons ("Additional Storage Tank") as required in the Water Plan. The Town agrees to reserve space at the Town's Cortaro Ranch Well site as a potential location for the Additional Storage Tank. The Town and Developer acknowledge that no additional source of water/wells nor any additional booster stations will be required for the Revised Development.

Article 8. Town Reimbursement to Developer for Required Public Improvements

8.1. Total Reimbursement Amount. The Town shall make Reimbursement Payments to the Developer for the Developer's Required Public Improvement Costs (the "Total Reimbursement Amount").

8.2. Developer's Quarterly Statement of Costs. The Developer shall submit to the Town a quarterly statement showing the actual Required Public Improvement Costs incurred and contributions paid to date for the Required Public Improvements. With the quarterly statements, the Developer shall provide the Town with verification of tax filing and payment of tax liability to the Arizona Department of Revenue in a form reasonably acceptable to the Town. The Developer shall also provide the Town with invoices or other backup information reasonably requested by the Town to confirm the accuracy of the Developer's quarterly statements of costs.

8.3. Reimbursement Account. The Town shall deposit into the Reimbursement Account 45% of the Sales Tax Revenues (see paragraph 2.3.32 above) and 75% of the Construction Sales Tax Revenues (see paragraph 2.3.6 above) as they are received from the Arizona Department of Revenue, beginning with the first such revenues generated from the Property and ending upon the earlier of the following:

8.3.1. The expiration of this Agreement.

8.3.2. When the Town has fully reimbursed the Developer for the Required Public Improvement Costs.

Notwithstanding paragraph 8.3.1 above, if the Town receives funds after the expiration date of this Agreement for the period prior to the expiration date, the Town shall deposit those funds in the Reimbursement Account. Funds in the Reimbursement Account shall be reimbursed to the Developer pursuant to paragraph 8.4 below.

8.4. Reimbursement Payments. Within 45 days of the Town's receipt from the Developer of the documentation required by paragraph 8.2 above, the Town shall pay to the

Developer all funds in the Reimbursement Account ("Reimbursement Payments"), beginning the first calendar quarter after the later of (i) Town's issuance of the CO for any combination of buildings that are constructed as part of and satisfy the requirement for the Initial Minimum Improvements as shown on the Initial Development Plan (see paragraph 3.3.1 above) or (ii) the Developer's satisfaction of all conditions precedent to receiving Reimbursement Payments as set forth in this Agreement. Any funds accrued in the Reimbursement Account but not yet disbursed to the Developer upon the expiration of this Agreement, or received after the expiration date for the period prior to the expiration date, shall be paid to Developer within 30 days after the expiration of this Agreement, or within 30 days after the Town's receipt of the funds. Reimbursement Payments shall be deemed to be made on account of unreimbursed Required Public Improvement Costs.

8.5. Limitations. During the Term of this Agreement, the Town shall not enter into any agreement or transaction which impairs the rights of Developer under this Agreement, including, without limitation, the right to receive the Reimbursement Payments and the proceeds of the Reimbursement Account in accordance with the procedures established in this Agreement.

8.6. Report. Upon request of the Developer no more often than once per year, the Town shall deliver to the Developer a report of all Sales Tax Revenues and Construction Sales Tax Revenues generated by or attributable to the Development which have been utilized by the Town in determining the amount deposited into the Reimbursement Account, excluding any information as to the particular taxpayer or other personal information that the Town is prohibited by applicable law from providing to Developer, unless the Developer has provided the release described in paragraph 8.7 below. The Town shall provide the requested report within 60 days of the request.

8.7. Multiple Business Locations and Contractors; Release of Tax Information. Since contractors report their transaction privilege taxes on the basis of revenues for all construction work throughout the Town and since some businesses with multiple locations in the Town report their transaction privilege taxes on the basis of revenues for all their locations in the Town, rather than separately for each location, Developer shall require each such contractor to separately report transaction privilege taxes for construction activities occurring on the Property and shall require each such business to separately report transaction privilege taxes for transactions at its business located in the Property. The Developer shall require each such contractor and each such business to execute such documents, waivers, and certificates as required by the Town in order to permit the Town to disclose to the Developer the name and other pertinent information regarding such licensee (except taxpayer identification number or social security number) solely for verification of payment of Sales Tax Revenues and Construction Sales Tax Revenues. If the Developer does not require a contractor or business to execute such documents, waivers, and certificates, it is not a default under this Agreement, but Town will not be required to disclose to the Developer the name and other pertinent information regarding such licensee.

8.8. Change in Construction Sales Tax Laws. If the laws of the State of Arizona are revised in a way that reduces or eliminates Construction Sales Tax Revenues, the Town shall make deposits into the Reimbursement Account from such funding, if any, that the Town receives under then-existing laws of the State of Arizona to replace the reduced or eliminated Construction Sales Tax Revenues, in an amount that is proportional to the Construction Sales Tax Revenues that the Town would have received if the laws of the State of Arizona had not been so revised.

8.9. Sufficiency of Tax Revenues. The Developer acknowledges and understands that the amount of the Sales Tax Revenues and Construction Sales Tax Revenues depends on many factors and may be insufficient to pay all reimbursable Required Public Improvement Costs.

Article 9. Community Facilities District

9.1. Upon request of the Developer, the Town staff shall process any request for a community facilities district (CFD) pursuant to A.R.S. § 48-701, *et seq.* and the Town's Guidelines for Establishment of Community Facilities Districts, and the Town Council shall reasonably consider such request for a CFD.

9.2. The Parties acknowledge and agree that if the CFD is formed and the CFD acquires any public infrastructure by issuance of bonds issued by the CFD, (i) any costs for public infrastructure that are reimbursed to the Developer through Sales Tax Revenues or Construction Sales Tax Revenues pursuant to this Agreement shall not be eligible for reimbursement through issuance of bonds by the CFD; and (ii) any costs for public infrastructure that are credited to the Developer against development impact fees (whether through direct credits or reimbursements) may be eligible for reimbursement to the Developer through issuance of bonds by the CFD, subject to the limitations, terms and provisions of a CFD development agreement that the Town and the Developer will enter into upon formation of the CFD and subject to the eligibility requirements for public infrastructure set forth in A.R.S. §48-701 *et seq*; and (iii) any costs for public infrastructure that are reimbursed to the Developer by the CFD through issuance of bonds may also be eligible for credits against development impact fees (whether through direct credits or reimbursements), subject to the terms of this Agreement. The Parties acknowledge and agree that the Developer's receipt of credits against development impact fees (whether through direct credits or reimbursements) and reimbursement from CFD bond proceeds is not "double-dipping".

Article 10. Payment of Development Impact Fees

10.1. No Waiver or Reduction of 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.

10.2. Town's Current Development Impact Fees. As of the date of this Agreement (and subject to amendment by the Marana Town Council), the development impact fees that apply to development within the Property are as described in Marana Ordinance No.

2022.029, recorded in the Pima County Recorder's Office at Sequence No. 20230060871, as amended by Marana Ordinance No. 2025.004, recorded in the Pima County Recorder's Office at Sequence No. 20250660210.

Article 11. Cooperation and Alternative Dispute Resolution.

11.1. 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 shall be the Development Services Director, and the initial representative for the Developer shall be Larry Kreis 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.

11.2. Non-Performance; Remedies. If either Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 12.29 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make demand that such non-performance be corrected. The Non-Performing Party shall then have (i) twenty days from the date of the notice within which to correct the non-performance if it can reasonably be corrected by the payment of money, or (ii) thirty days from the date of the notice to cure the non-performance if action other than the payment of money is reasonably required, or if the non-monetary non-performance cannot reasonably be cured within thirty days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within thirty days and thereafter diligently prosecuted to completion. If any non-performance is not cured within the applicable time period set forth in this paragraph, then the Demanding Party shall be entitled to begin the mediation and arbitration proceedings set forth in this Article. The Parties agree that due to the size, nature and scope of the Revised 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 non-performance of a covenant contained in this Agreement. This paragraph shall not limit any contract or other rights, remedies, or causes of action that either Party may have at law or in equity.

11.3. 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.

11.4. Arbitration. After mediation, as provided for in this Article, 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.

Article 12. General Terms and Conditions.

12.1. Term. This Agreement shall become effective upon its execution by all the Parties and the effective date of the resolution or action of the Town Council approving this Agreement (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 earliest of the following: (a) when the total amount of all Reimbursement Payments (see paragraph 8.4 above) equals the Required Public Improvement Costs and all impact fee reimbursements are complete (see paragraph 5.6 above) or (b) on December 31 immediately following the 20th anniversary of the Effective Date. 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.

12.2. 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 non-performance 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.

12.3. 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 non-performance 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 11.4 above, requiring disputes to be resolved by binding arbitration.

12.4. 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 the counterparts and attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

12.5. 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.

12.6. Recitals. The recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here by reference.

12.7. 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.

12.8. 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.

12.9. Time Essence. Time is of the essence of each and every obligation by the Town and Developer under this Agreement.

12.10. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties pursuant to A.R.S. § 9-500.05 (D), except that in no event shall this Agreement be binding on or burden the property of (a) a purchaser of a home on the Property or (b) any governmental authority, utility provider, irrigation district, school district, or property owners association. Upon the written request of any party described in section (a) or (b) of the previous sentence, the Parties will execute an instrument in recordable form acknowledging the release of the lien and encumbrance of this Agreement against such property. Developer shall retain the right to receive Reimbursement Payments as provided by paragraph 8.4 of this Agreement regardless of the status of title or ownership of any or all of the Property unless Developer expressly assigns its rights to receive the Reimbursement Payments. No assignment, however, shall relieve either Party of its obligations under this Agreement, except that an assignment by Developer in connection with the transfer of title to all or any portion of the Property shall relieve Developer of any obligation under this Agreement first arising after the effective date of such assignment if and to the extent the transferee agrees in writing to be responsible for the obligation from and after the effective date of such assignment. Any assignment by Developer whereby the transferee assumes all or some of the obligations under this Agreement shall be subject to the approval of the Town, which shall not be unreasonably withheld or delayed, except that Developer may, without the Town's consent, wholly or partially assign this Agreement and some or all of the rights and obligations under this Agreement (and be relieved of said obligations as provided above) to: (a) any Affiliate of Developer, or any entity in which Developer or an Affiliate of Developer is a managing member or managing partner, (b) D.R. Horton, Inc. or any

Affiliate of D.R. Horton, Inc., (c) any entity that concurrently with such assignment enters into a sale and purchase agreement to sell lots or parcels to D.R. Horton, Inc. or any Affiliate of D.R. Horton, Inc., or (d) BP Cascada Partners, LLC or any Affiliate of BP Cascada Partners, LLC. If there are two or more developers under this Agreement, a default by one developer will not necessarily be a default by any other developer. To the extent that the Town has any rights or remedies upon a default by a developer under this Agreement, such remedies may only be enforced against the defaulting developer and Town may not enforce any remedies against any other non-defaulting developer, except that if the developer(s) responsible for the requirements of Article 4 regarding construction of the Required Public Improvements or the requirements of Article 5 regarding funding of the Park Amenities defaults as to the requirements of those articles, the Town may withhold issuance of COs and issuance of building permits and release of subdivision assurances as to all portions of the Property affected by such default. Additionally, this paragraph does not alter the infrastructure obligation requirements as described in the Infrastructure Plans and the Town will require completion of subdivision infrastructure required to serve each block of the Property before release of subdivision assurance agreements for each such block. As used in this paragraph, the term "Affiliate" means any entity that controls, is controlled by, or is under common control with another entity; and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whither through the ownership of voting securities, by contract or otherwise, and "controlling" and "controlled" shall have meanings correlative thereto. After assignment of rights as provided in this paragraph, the assignee shall receive the right to Reimbursement Payments under Article 8 of this Agreement to the extent of the assignment.

12.11. No Title Encumbrance. Notwithstanding the fact that this Agreement is being recorded in the Official Records of Pima County, it is intended that this Agreement shall not be an encumbrance upon the title of any person or entity purchasing or owning a portion of the Property, and that the terms and conditions of the Agreement are not covenants running with the land and that no person or entity is bound by (or entitled to) the burdens and benefits of this Agreement unless the burdens are expressly assumed by or the benefits are expressly assigned to that person or entity.

12.12. Lender Provisions. Notwithstanding paragraph 12.10 above, the Town is aware that financing for development, construction, and operation of the Revised Development may be provided, in whole or in part, from time to time, by one or more third parties (collectively, "Lender"), and that Lender may request a collateral assignment of this Agreement as part of its collateral for its loan to Developer, including, without limitation, the assignment of Developer's right to receive any Reimbursement Payments as provided by paragraph 8.4 of this Agreement. The Town agrees that such collateral assignments are permissible without the consent of the Town. In the event of non-performance by Developer, the Town shall provide notice of non-performance to any Lender previously identified in writing to the Town at the same time notice is provided to Developer. If a Lender is permitted under the terms of its agreement with Developer to cure the non-

performance and/or to assume Developer's position with respect to this Agreement, the Town agrees to recognize the rights of Lender and to otherwise permit Lender to cure the non-performance and/or to assume such rights and obligations of Developer under this Agreement. Upon written notice from Lender to the Town, the Town will pay any Reimbursement Payments to the Lender until further written revocation notice from the Lender and any payments made by the Town to the Lender as provided herein will be deemed paid to Developer and Town will have no further liability therefor. Nothing contained in this Agreement shall be deemed to prohibit, restrict, or limit in any way the right of a Lender to take title to all or any portion of the Property, pursuant to a foreclosure proceeding, trustee's sale, or deed in lieu of foreclosure. The Town shall, at any time upon request by Developer or Lender, provide to any Lender an estoppel certificate, acknowledgement of collateral assignment, or other document evidencing that this Agreement is in full force and effect, that it has not been amended or modified (or, if appropriate, specifying the amendment or modification), and that no non-performance by Developer exists under this Agreement (or, if appropriate, specifying the nature and duration of any existing non-performance) and certifying to such other matters reasonably requested by Developer or Lender. Upon request by a Lender, the Town will enter into a separate assumption or similar agreement with the Lender consistent with the provisions of this paragraph.

12.13. No Partnership. 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.

12.14. Third Party Beneficiaries. 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. Except as provided in paragraph 12.12 of this Agreement, this Agreement is made and entered into for the sole protection and benefit of the Parties and their permitted assigns, and no person other than the Parties and their permitted assigns shall have any right of action based upon any provision of this Agreement.

12.15. 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.

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

12.17. Entire Agreement. This Agreement, including the attached exhibits, 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.

12.18. Amendments. 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 plats or development plans governing the Property and the Cascada II Specific Plan as amended and superseded 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.

12.19. Names and Plans. Subject to customary reservations by the architects and other design professionals of copyrights to plans and specifications, 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.

12.20. Good Standing; Authority. The Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of the state 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.

12.21. Severability. If any provision of this Agreement is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Agreement shall be deemed reformed accordingly. Without limiting the generality of the foregoing, if all or any portion of the payments required by the terms of this Agreement are determined, by a court of competent jurisdiction in a final non-appealable judgment, to be contrary to public policy or otherwise precluded, the parties shall utilize their reasonable, best efforts to promptly restructure and/or amend this Agreement, or to enter into a new agreement to afford the Developer the economic benefits of this Agreement in light of the benefits to the Town.

12.22. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona. Nothing in the use of the word

"litigation" in the preceding sentence shall constitute a waiver of paragraph 11.4 above, requiring disputes to be resolved by binding arbitration.

12.23. 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.

12.24. 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.

12.25. No Developer Representations. Nothing contained in this Agreement shall be deemed to obligate the Town or the Developer to commence or complete any part or all of the development of the Property.

12.26. 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.

12.27. 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 an event of non-performance under this Agreement so long as such Party shall use its commercially reasonable efforts 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 or subdivision thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities. 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 such Party, unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

12.28. 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.

12.29. 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, sent via overnight national courier, 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 Manager
TOWN OF MARANA
Marana Municipal Complex
11555 West Civic Center Drive, A3
Marana, Arizona 85653

To Developer: Larry Kreis
PACIFIC INTERNATIONAL PROPERTIES, L.L.P
8710 N. Thornydale Road, Suite 120
Tucson, Arizona 85742

To the Trust: Rachel Turnipseed
FIDELITY NATIONAL TITLE AGENCY, INC.
6245 E. Broadway Blvd., #180
Tucson, Arizona 85711

[**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**.]

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

TOWN:

THE TOWN OF MARANA, an Arizona municipal corporation

By:_____
Jon Post, Mayor

Date:_____

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

DEVELOPER:

PACIFIC INTERNATIONAL PROPERTIES, L.L.P., an Arizona limited liability partnership

By: _____
Daniel K. Leung
Spokesman / Authorized Agent

Date:_____

TRUST:

FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under trust number 60,327, and not in its corporate capacity

BY:_____
Rachel Turnipseed
Trust Officer

Date:_____

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Daniel K. Leung, Spokesman /Authorized Agent of PACIFIC INTERNATIONAL PROPERTIES, L.L.P., an Arizona limited liability partnership on its behalf.

(Seal)

_____
Notary Public

State of Arizona)
ss
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Rachel Turnipseed, the Trust Officer for FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under trust number 60,327, and not in its corporate capacity.

(Seal)

_____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

ALTA ENVIRONMENTAL & INFRASTRUCTURE
2025 W. Ruthrauff Road, Suite 125 · Tucson, Arizona 85705 | Office: 520.398-6651

PROJECT NO. 241744
DATE: October 15, 2025

LEGAL DESCRIPTION

PORTIONS OF FINAL PLAT FOR "CASCADA VILLAGE I (LOTS 1-430)" AS RECORDED IN BOOK 64 OF MAPS AND PLATS, PAGE 35, AND FINAL BLOCK PLAT FOR "CASCADA NORTH BLOCKS 1-IV & COMMON AREAS A & B" AS RECORDED IN SEQUENCE NO. 20122330029 ON FILE WITH THE PIMA COUNTY RECORDER, LOCATED WITHIN SECTIONS 9, 10 AND 15, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 15, MARKED BY A 1.5" ALUMINUM CAP STAMPED "LS 1052", FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 15, MARKED BY A 5/8" REBAR BEARS NORTH 00°05'01" EAST, A DISTANCE OF 2702.31 FEET;

THENCE ALONG THE EAST LINE OF SAID SECTION 15, SOUTH 00°20'15" EAST, A DISTANCE OF 325.47 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF TWIN PEAKS ROAD (180 FEET WIDE) AS DEDICATED PER DOCKET 1321, PAGE 3601 OF OFFICIAL RECORDS OF PIMA COUNTY RECORDERS;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID TWIN PEAKS ROAD, THE FOLLOWING NINE (9) COURSES:

1) SOUTH 48°23'34" WEST, A DISTANCE OF 140.55 FEET TO A FOUND 2" ALUMINUM CAP STAMPED "LS 21080" WITH WASHER STAMPED "RLS 18557", SAME BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 3,644.00 FEET;

2) THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°07'38" AND AN ARC LENGTH OF 198.90 FEET TO A FOUND 2" ALUMINUM CAP STAMPED "LS 21080" WITH WASHER STAMPED "RLS 18557";

3) SOUTH 51°31'13" WEST, A DISTANCE OF 1,584.09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 40.00 FEET;

4) ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°10'00" AND AN ARC LENGTH OF 62.95 FEET;

5) NORTH 38°18'47" WEST, A DISTANCE OF 14.33 FEET TO A FOUND 2" ALUMINUM CAP STAMPED "LS 21080";

6) SOUTH 51°41'13" WEST, A DISTANCE OF 150.00 FEET TO A FOUND 2" ALUMINUM CAP STAMPED "LS 21080", SAME BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 40.00 FEET, A RADIAL BEARING TO SAID BEGINNING BEARS NORTH 51°41'13" EAST;

7) ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°50'00" AND AN ARC LENGTH OF 62.72 FEET;

8) SOUTH 51°31'13" WEST, A DISTANCE OF 611.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 7,912.63 FEET;

9) ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°10'07" AND AN ARC LENGTH OF 437.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24.00 FEET, A RADIAL LINE TO SAD BEGINNING BEARS SOUTH 18°21'12" WEST, BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CORONA REAL STREET (WIDTH VARIES) AS DEDICATED PER SAID FINAL PLAT FOR "CASCADA VILLAGE I (LOTS 1-430);

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID CORONA REAL STREET, THE FOLLOWING FOUR (4) COURSES:

1) ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 29°33'19" AND AN ARC LENGTH OF 12.38 FEET;

2) NORTH 42°05'29" WEST, A DISTANCE OF 127.47 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 234.50 FEET;

3) ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 77°05'30" AND AN ARC LENGTH OF 315.52 FEET;

4) SOUTH 60°49'01" WEST, A DISTANCE OF 294.88 FEET TO THE WESTERLY LINE OF SAID FINAL PLAT FOR "CASCADA VILLAGE I (LOTS 1-430)";

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FOUR (4) COURSES:

1) NORTH 34°51'57" WEST, A DISTANCE OF 3,802.27 FEET TO THE WEST LINE OF SAID SECTION 15;

2) ALONG SAID WEST LINE, NORTH 00°42'43" WEST, A DISTANCE OF 1,838.98 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15, MARKED BY A FOUND 2" ALUMINUM CAP STAMPED "T12S R12E S9 S10 S16 S15 2016 RLS 58427";

3) ALONG THE SOUTH LINE OF SAID SECTION 9, SOUTH 89°39'56" WEST, A DISTANCE OF 1,313.27 FEET;

4) NORTH 42°14'05" WEST, A DISTANCE OF 309.41 FEET TO THE SOUTHWESTERLY LINE OF BLOCK I OF SAID FINAL BLOCK PLAT FOR "CASCADA NORTH BLOCKS 1-IV & COMMON AREAS A & B" MARKED BY A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 42°14'05" WEST, A DISTANCE OF 880.21 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK I OF SAID FINAL BLOCK PLAT FOR "CASCADA NORTH BLOCKS 1-IV & COMMON AREAS A & B" MARKED BY A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 48°01'24" EAST, A DISTANCE OF 1,303.61 FEET TO THE NORTHERLY CORNER OF SAID BLOCK I MARKED BY A FOUND 1/2" IRON REBAR TAGGED "RLS 22245" ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAMBERT LANE (150' WIDE) AS DEDICATED PER SAID FINAL PLAT FOR "CASCADA VILLAGE I (LOTS 1-430);

THENCE NORTH 48°14'42" EAST, A DISTANCE OF 150.25 FEET TO THE MOST WESTERLY CORNER OF BLOCK II OF SAID "CASCADA NORTH BLOCKS 1-IV & COMMON AREAS A & B" ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID LAMBERT LANE;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK II, THE FOLLOWING FOUR (4) COURSES:

1) NORTH 48°01'24" EAST, A DISTANCE OF 303.91 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

2) NORTH 89°45'33" EAST, A DISTANCE OF 942.99 FEET;

3) SOUTH 71°07'35" EAST, A DISTANCE OF 593.87 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

4) NORTH 71°25'14" EAST, A DISTANCE OF 310.12 FEET TO THE NORTHEASTERLY CORNER OF SAID BLOCK II COMMON TO THE NORTHWESTERLY CORNER OF BLOCK III OF SAID "CASCADA NORTH BLOCKS 1-IV & COMMON AREAS A & B" MARKED BY A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK III, THE FOLLOWING SIX (6) COURSES:

1) NORTH 71°25'14" EAST, A DISTANCE OF 304.94 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

2) NORTH 73°06'27" EAST, A DISTANCE OF 522.02 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

3) NORTH 89°48'24" EAST, A DISTANCE OF 429.77 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

4) NORTH 60°45'58" EAST, A DISTANCE OF 1,030.02 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

5) NORTH 89°48'24" EAST, A DISTANCE OF 1,345.43 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

6) SOUTH 58°02'31" EAST, A DISTANCE OF 316.38 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245" ON THE EASTERLY AND SOUTHEASTERLY LINES OF SAID BLOCK III;

THENCE ALONG SAID EASTERLY AND SOUTHEASTERLY LINES, THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 00°53'11" EAST, A DISTANCE OF 485.26 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

2) SOUTH 50°01'21" WEST, A DISTANCE OF 177.62 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

3) SOUTH 17°56'34" WEST, A DISTANCE OF 306.18 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

4) SOUTH 56°39'08" WEST, A DISTANCE OF 284.29 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

5) SOUTH 41°23'25" WEST, A DISTANCE OF 498.46 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

6) SOUTH 72°18'42" WEST, A DISTANCE OF 398.10 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

7) SOUTH 59°21'59" WEST, A DISTANCE OF 377.88 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

8) SOUTH 22°55'10" WEST, A DISTANCE OF 107.73 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

9) SOUTH 68°48'48" WEST, A DISTANCE OF 580.96 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

10) SOUTH 62°14'31" WEST, A DISTANCE OF 667.09 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

11) SOUTH 85°50'46" WEST, A DISTANCE OF 236.62 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

12) SOUTH 59°48'46" WEST, A DISTANCE OF 45.59 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK III, COMMON TO THE SOUTHEASTERLY CORNER OF SAID BLOCK II, MARKED BY A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK II, SOUTH 59°48'46" WEST, A DISTANCE OF 160.15 FEET TO THE MOST SOUTHERLY CORNER OF SAID BLOCK II MARKED BY A TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245" ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LAMBERT LANE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 89°59'08" EAST, A DISTANCE OF 1,022.46 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 88°35'51" EAST, A DISTANCE OF 388.55 FEET TO THE WESTERLY AND NORTHERLY LINES OF BLOCK IV OF SAID FINAL BLOCK PLAT FOR "CASCADA NORTH BLOCKS 1-IV & COMMON AREAS A & B" MARKED BY A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

THENCE ALONG SAID WESTERLY AND NORTHERLY LINES THE FOLLOWING FIFTEEN (15) COURSES:

1) NORTH 21°03'14" EAST, A DISTANCE OF 170.80 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

2) NORTH 55°25'51" EAST, A DISTANCE OF 50.13 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

3) NORTH 47°28'09" EAST, A DISTANCE OF 102.63 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

4) NORTH 38°49'42" EAST, A DISTANCE OF 108.79 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

5) NORTH 45°48'51" EAST, A DISTANCE OF 124.85 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

6) NORTH 70°15'02" EAST, A DISTANCE OF 156.73 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

7) NORTH 72°55'07" EAST, A DISTANCE OF 377.24 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

8) NORTH 78°38'18" EAST, A DISTANCE OF 202.97 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

9) SOUTH 87°24'52" EAST, A DISTANCE OF 338.00 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

10) NORTH 66°29'03" EAST, A DISTANCE OF 111.00 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

11) NORTH 43°38'24" EAST, A DISTANCE OF 89.44 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

12) NORTH 69°29'32" EAST, A DISTANCE OF 178.22 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";
13) NORTH 84°09'31" EAST, A DISTANCE OF 126.65 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

14) NORTH 35°42'34" EAST, A DISTANCE OF 152.01 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

15) NORTH 88°14'19" EAST, A DISTANCE OF 99.76 FEET;

16) NORTH 88°55'48" EAST, A DISTANCE OF 169.52 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245" ON THE EASTERLY LINE OF SAID BLOCK IV;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00°53'11" EAST, A DISTANCE OF 448.94 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245" ON THE MOST NORTHERLY CORNER OF C.A. "A-3" OF SAID "CASCADA NORTH BLOCKS 1-IV & COMMON AREAS A & B";

THENCE ALONG THE EAST LINE OF SAID C.A. "A-3", CONTINUING SOUTH 00°53'11" EAST, A DISTANCE OF 428.59 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245" ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LAMBERT LANE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 88°35'51" EAST, A DISTANCE OF 78.48 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

THENCE SOUTH 00°08'29" EAST, A DISTANCE OF 75.02 FEET TO THE NORTHEAST CORNER OF SAID SECTION 15 MARKED BY A 5/8" IRON REBAR TAGGED "PE 4785";

THENCE ALONG THE EAST LINE OF SAID SECTION 15, SOUTH 00°05'01" WEST, A DISTANCE OF 2,702.31 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM:

LAMBERT LANE (150' WIDE) AS DEDICATED PER SAID FINAL PLAT FOR "CASCADA VILLAGE I (LOTS 1-430);

EXCEPTING THEREFROM:

THAT PARCEL OF LAND CONVEYED TO THE PASCUA YAQUI TRIBE PER SPECIAL WARRANTY DEED, RECORDED IN SEQUENCE 20201410313, OFFICIAL RECORDS OF PIMA COUNTY, ARIZONA, DESCRIBED AS PARCEL NO. 1 ON EXHIBIT "A" THEREOF.

CONTAINING 751.04 ACRES, MORE OR LESS.

PREPARED BY:
Alta Environmental and Infrastructure

PATRICIA GAJDA, RLS

ALTA ENVIRONMENTAL & INFRASTRUCTURE
2025 W. Ruthrauff Road, Suite 125 · Tucson, Arizona 85705 | Office: 520.398-6651

PROJECT NO. 241744
DATE: October 14, 2025

LEGAL DESCRIPTION

BLOCK XIII OF FINAL PLAT FOR "CASCADA VILLAGE I (LOTS 1-430)" AS RECORDED IN BOOK 64 OF MAPS AND PLATS, PAGE 35, ON FILE WITH THE PIMA COUNTY RECORDER, LOCATED WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID BLOCK XIII, SAID CORNER BEING AT THE SOUTHERLY RIGHT-OF-WAY LINE OF LINDA VISTA BOULEVARD;

THENCE ALONG THE NORTH LINE OF SAID BLOCK XIII COINCIDENT WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINDA VISTA BOULEVARD; NORTH 89°45'18" EAST, A DISTANCE OF 546.83 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF TWIN PEAKS ROAD;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK XIII COINCIDENT WITH SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF TWIN PEAKS ROAD, SOUTH 61°59'54" WEST, A DISTANCE OF 401.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 7,449.44 FEET; A RADIAL BEARING TO SAID BEGINNING BEARS SOUTH 35°53'13" EAST;

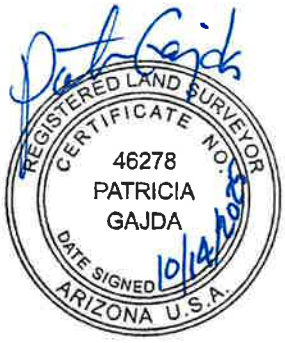
THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°23'43" AND AN ARC LENGTH OF 51.41 FEET TO A POINT OF NON-TANGENCY TO WHICH A RADIAL BEARING BEARS SOUTH 35°29'30" EAST, SAID POINT BEING AT THE WESTERLY LINE OF SAID BLOCK XIII;

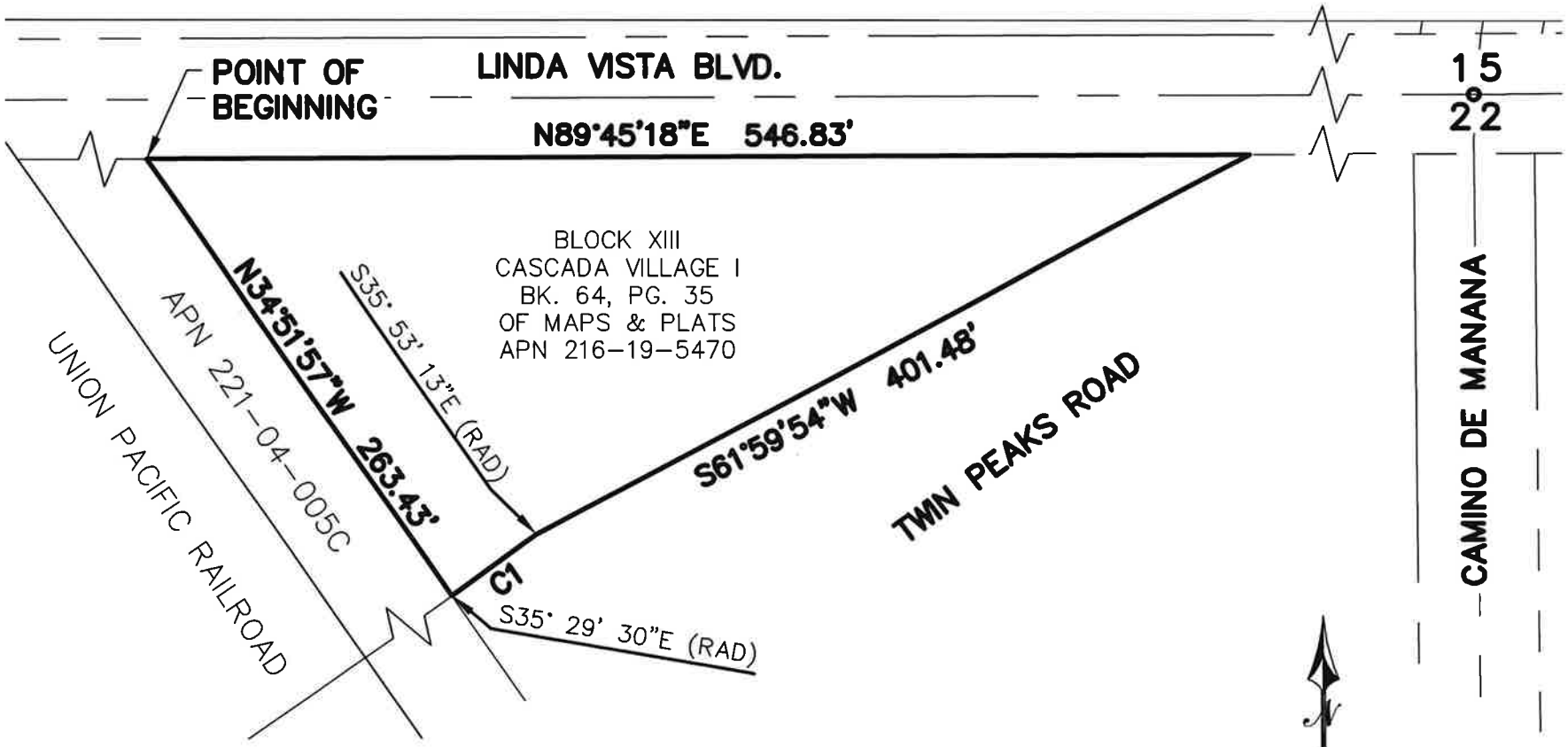
THENCE ALONG SAID WESTERLY LINE, NORTH 34°51'57" WEST, A DISTANCE OF 263.43 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 57,894 SQUARE FEET (1.33 ACRES), MORE OR LESS.

PREPARED BY:
Alta Environmental and Infrastructure

PATRICIA GAJDA, RLS





CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	51.41'	7449.44'	0° 23' 43"

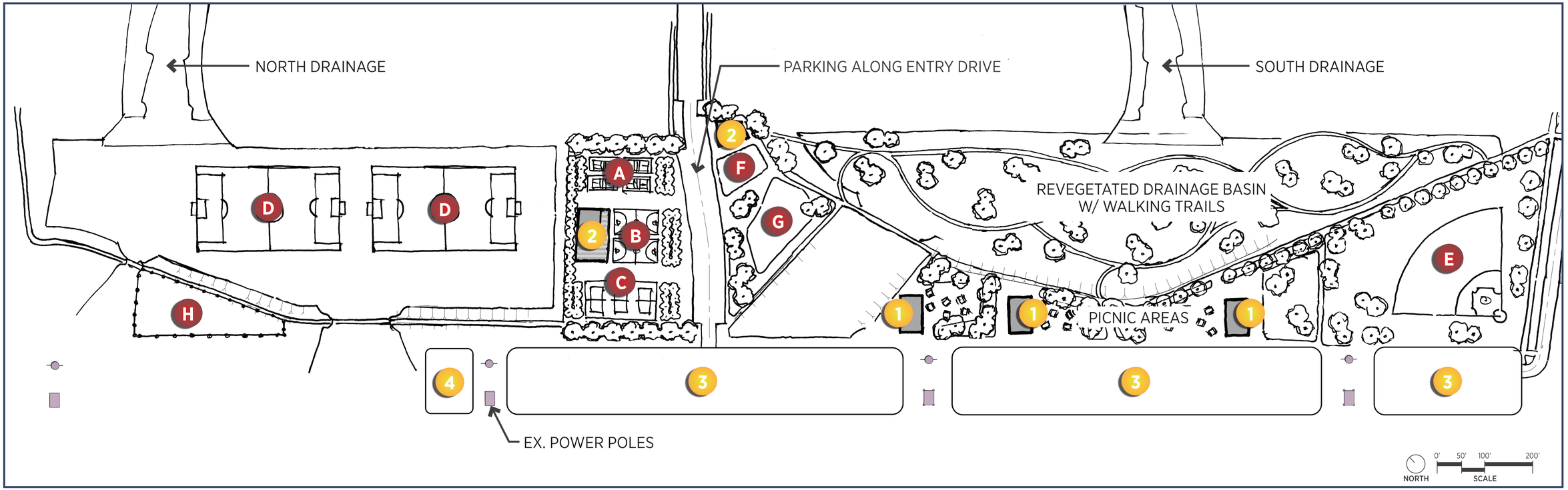
DEPICTION OF LEGAL DESCRIPTION

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

LYING WITHIN THE N.W. 1/4 OF SEC. 22, T.12S., R.12E., G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

Project No.	Drawn By: MCS	Date: 10/14/25
241744	Checked By: PG	Sheet: 1 of 1

EXHIBIT B
CASCADA PARK AMENITIES CONCEPT PLAN

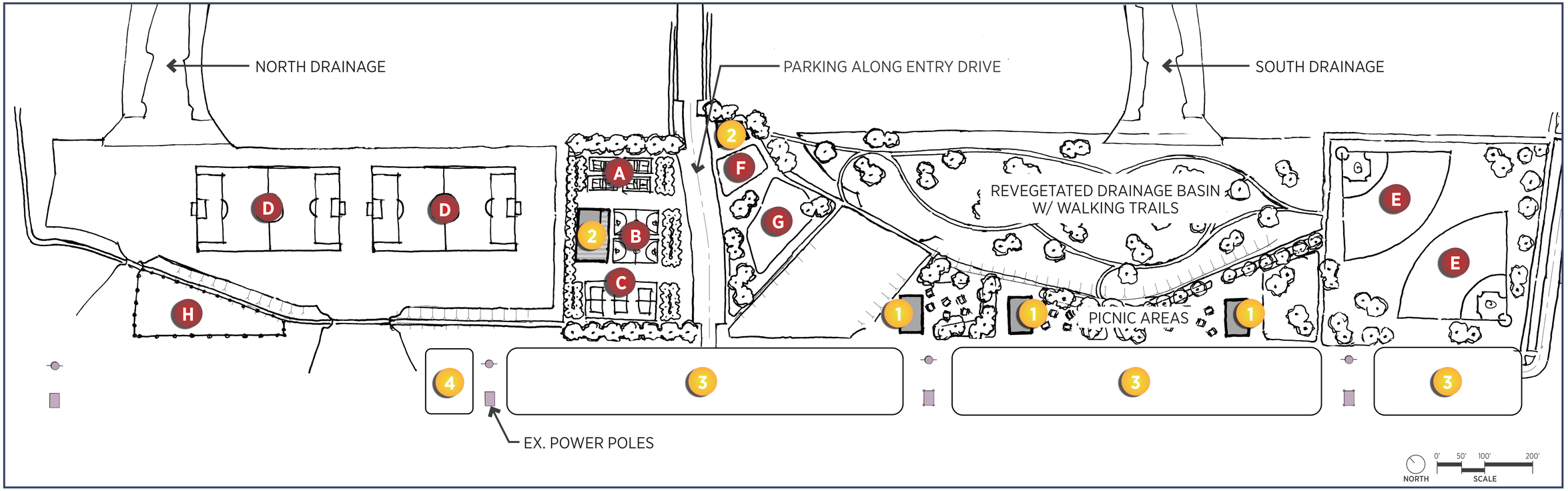


SITE FEATURES

1. RAMADA
2. RESTROOM
3. PARKING AREA
4. MAINTENANCE YARD
   2500SF - 7500SF

LIGHTED ACTIVITY AREAS

- A PICKLEBALL COURTS
- B BASKETBALL COURTS
- C VOLLEYBALL COURTS
- D SOCCER FIELD
  300’ x 175’
- E BASEBALL / SOFTBALL
  225’ FOUL LINE
- F PLAY AREA (3-5)
- G PLAY AREA (6-12)
- H DOG PARK



SITE FEATURES

1. RAMADA
2. RESTROOM
3. PARKING AREA
4. MAINTENANCE YARD
   2500SF - 7500SF

LIGHTED ACTIVITY AREAS

- A PICKLEBALL COURTS
- B BASKETBALL COURTS
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  300’ x 175’
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  225’ FOUL LINE
- F PLAY AREA (3-5)
- G PLAY AREA (6-12)
- H DOG PARK

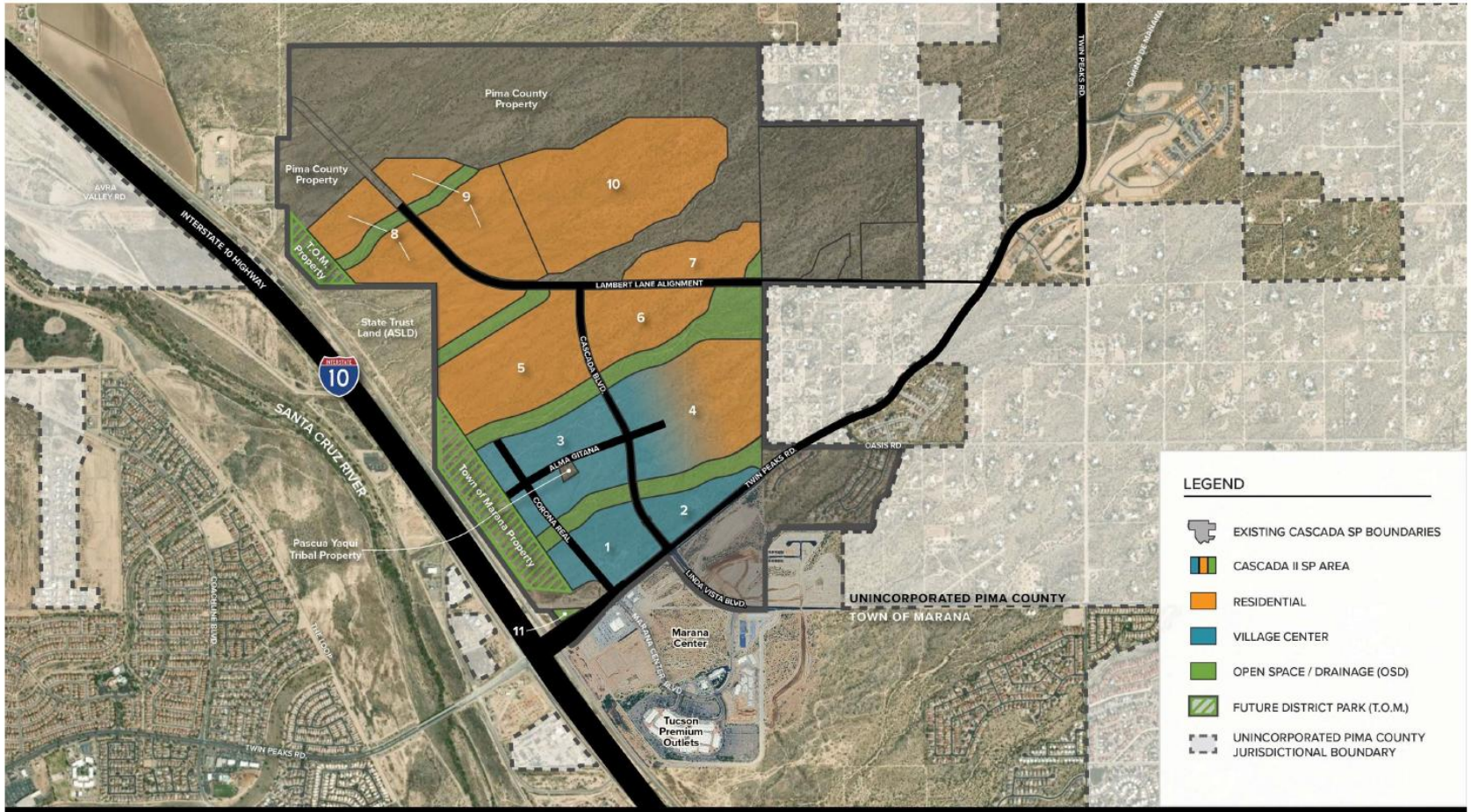


Exhibit III.A: Land Use Concept

Economic & Fiscal Impact of the Proposed Cascada Mixed-Use Development



Prepared for:
Town of Marana

MARANA AZ
ECONOMIC DEVELOPMENT & TOURISM

November 2025

Prepared by:
Elliott D. Pollack & Company
3317 S. Higley Road, Suite 114-115
Gilbert, Arizona 85297

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2.0	**Assumptions & Methodology**	**3**
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Executive Summary

The Cascada Mixed-Use Development is a proposed 140-acre Class A commercial and office project located at the northeast corner of Twin Peaks Road and Interstate 10 in Marana, Arizona. Planned as a premier regional destination, Cascada will provide high-quality retail, dining, and office opportunities designed to serve Marana's expanding population and attract regional investment. Bourn Companies is pursuing development incentives and partnership opportunities to support this transformative project, which will play a central role in advancing the Town's economic development objectives.

The Town of Marana and Bourn Companies have established a Development Agreement (DA) outlining performance-based incentives to support the Cascada Mixed-Use Development. This report evaluates the project's economic and fiscal impacts at full build-out and over a 20-year period, quantifying direct revenues generated by construction and operations. This approach provides a comprehensive assessment of Cascada's long-term public return on investment and its contribution to Marana's economic growth.

Economic Impacts

- Development of the Cascada Mixed-Use project, including required infrastructure improvements, is estimated to involve $232.1 million in construction investment. This activity is projected to generate approximately $330.9 million in total economic impact, support 1,709 construction-related jobs, and produce $106.9 million in associated wages. These figures represent the cumulative impacts of the full build-out; dividing them by the anticipated construction period provides an estimate of average annual impacts.

- At buildout, the proposed development is expected to support 3,017 onsite jobs and a total of 4,043 jobs overall, along with $168.5 million in wages and $524.8 million in annual economic activity. These totals reflect the combined operations of all commercial and medical office uses.

Economic Impact Summary Cascada Mixed Use Development (2025 Dollars)					
Construction	**Total**				
Estimated value of construction	$232.1				
Direct person years of employment	1,208				
Person years of employment	1,709				
Wages ($mil)	$106.9				
Economic Output ($ mil)	$330.9				
Operations (Annual at Buildout)	**Commercial Operations**	**Restaurant Operations**	**Fitness Center Operations**	**Medical Office Operations**	**Total**
Direct onsite jobs	961	1,983	15	58	3,017
Total jobs	1,285	2,654	19	84	4,043
Wages ($mil)	$63.8	$98.1	$0.5	$6.1	$168.5
Economic Output ($ mil)	$150.4	$359.7	$1.6	$13.2	$524.8

Sources: Bourn Companies; Elliott D. Pollack & Co.; IMPLAN; Arizona Department of Revenue

Fiscal Impacts

To illustrate the comprehensive economic and fiscal benefits associated with the Cascada Mixed-Use Development, the table below presents total projected impacts from both the construction phase and ongoing operations. These estimates encompass all major municipal revenue sources, including construction-related sales and use taxes, impact fees, ongoing sales and lease taxes, and utility-related revenues. All figures reflect gross fiscal benefits to the Town and region prior to any adjustments for the development agreement incentives.

During construction, the project is expected to generate substantial one-time revenues through prime contracting transaction privilege tax, use tax collections, and development impact fees. Estimated receipts total approximately $13.5 million for the State of Arizona, $2.6 million for Pima County, and $21.5 million for the Town of Marana. The Town's total includes an estimated $14.4 million in impact fees, as projected by the developer.

Following build-out and stabilization, ongoing operations of the development are projected to generate recurring annual fiscal benefits of roughly $24.2 million for the State of Arizona, $5.6 million for Pima County, and $12.3 million for the Town of Marana. As with construction impacts, these figures represent gross benefits prior to consideration of any incentive agreements.

Fiscal Impact of Operations (Before Incentives)
Cascada Mixed Use Development
(2025 Dollars)

		State of Arizona	Pima County	Town of Marana	TOTAL
Primary Impacts	Sales tax	$19,440,800	$2,265,900	$11,329,700	**$33,036,400**
	Lease tax	N/A	$120,900	$604,600	**$725,500**
	Utility tax	$88,000	$10,300	$82,000	**$180,300**
Secondary Impact from Employees	Secondary total	$4,664,900	$3,194,000	$247,600	**$8,106,500**
Total Annual Impact from Operations		**$24,193,700**	**$5,591,100**	**$12,263,900**	**$42,048,700**

NOTE: All of the above figures are representative of the major revenue sources for the governments.

Sources: Bourn Companies; Elliott D. Pollack & Co.; IMPLAN; ADOR

Net Benefits to the Town of Marana

This analysis has been prepared in accordance with A.R.S. § 9-500.11, which requires verification that any proposed tax incentive is anticipated to raise more revenue than the amount of the incentive within the duration of the agreement. Based on the projected construction and operational revenues, the Cascada Mixed-Use Development is expected to generate substantially more tax revenue for the Town of Marana than the value of the reimbursements provided under the Development Agreement.

Over the 20-year construction and operating period, the Cascada Mixed-Use Development is projected to generate approximately $230.4 million in gross fiscal revenues to the Town of Marana, reflecting the anticipated construction schedule and full build-out of commercial operations. Under the executed Development Agreement, a portion of these revenues—75% of Construction Sales Tax (prime contracting TPT) and 45% of Retail Sales Tax and Commercial Lease Tax—will be deposited into a dedicated reimbursement account and used solely to repay the actual cost of the Required Public Improvements, consisting of the regional drainage and retention facilities identified in the project's Drainage Plan. Reimbursement will cease once those infrastructure costs are fully recovered.

Summary Fiscal Impact over 20 Years Town of Marana Cascada Mixed Use Development (2025 Dollars)	
Construction Impacts (one time)	**Total**
Construction sales tax	$6,034,900
Use tax	$1,014,900
Permit fees	$14,358,700
Sub-total	**$21,408,500**
Ongoing Operations Impacts	
Sales tax	$197,258,500
Lease tax	$10,279,400
Utility tax	$1,432,500
Sub-total	**$208,970,400**
Total gross impact over 20 years	**$230,378,900**

Sources: Bourn Companies; Town of Marana, Elliott D. Pollack & Co.; ADOR

The analysis confirms that, over the duration of the Development Agreement, the Town of Marana is projected to receive significantly more in total revenues than the amount of the incentive, as the reimbursable portion of tax revenues is limited solely to the actual cost of the Required Public Improvements. Because gross revenues generated by the Cascada Mixed-Use Development substantially exceed any reasonable estimate of these infrastructure costs, the findings verify that the proposed tax incentive is anticipated to raise more revenue than the amount of the incentive within the duration of the agreement, as required under A.R.S. § 9-500.11.

1.0 Introduction

The Cascada Mixed-Use Development is a proposed 140-acre, Class A commercial project located at the northeast corner of Twin Peaks Road and Interstate 10 in Marana, Arizona. Envisioned as a premier regional destination, Cascada will offer approximately 788,260 square feet of mixed-use space upon full build-out. The planned program includes a grocery anchor, two big-box retailers, a range of major and minor retail pads, and restaurant and entertainment venues, along with a gas station, fitness center, and medical office uses. Together, these complementary elements are designed to establish a balanced, vibrant commercial hub serving Marana's expanding population and the broader regional market.

While the specific tenant mix and site configuration may evolve as the project progresses, the current development plan reflects the developer's vision for a high-quality, Class A commercial environment consistent with Marana's long-term growth objectives. Bourn Companies has partnered with the Town of Marana through a Development Agreement that provides performance-based reimbursements for eligible infrastructure improvements supporting the Cascada project.

This study focuses on the economic and fiscal impacts of the following:

1. Construction of the project.
2. Impact of business operations once construction is completed, including the impacts of employees.

Both economic and fiscal impacts of the project will be described. Economic impact analysis examines the regional implications of an activity in terms of three basic measures: output, earnings and job creation. Fiscal impact analysis, on the other hand, evaluates the public revenues and costs created by a particular activity. In fiscal impact analysis, the primary revenue sources of a municipality, county or state government are analyzed to determine how the activity may financially affect them.

This study prepared by Elliott D. Pollack & Company is subject to the following considerations and limiting conditions.

- It is our understanding that this study is for the client's and Town of Marana's due diligence and other planning purposes. Neither our report, nor its contents, nor any of our work were intended to be included and, therefore, may not be referred to or quoted in whole or in part, in any registration statement, prospectus, public filing, private offering memorandum, or loan agreement without our prior written approval.

- The reported recommendation(s) represent the considered judgment of Elliott D. Pollack & Company based on the facts, analyses and methodologies described in the report.

- Except as specifically stated to the contrary, this study will not give consideration to the following matters to the extent they exist: (i) matters of a legal nature, including issues of legal title and compliance with federal, state and local laws and ordinances; and (ii) environmental and engineering issues, and the costs associated with their correction. The user of this study will be responsible for making his/her own determination about the impact, if any, of these matters.

- This study is intended to be read and used as a whole and not in parts.

- This study has not evaluated the feasibility or marketability of any site for planned uses.

- All estimates regarding construction and operating data were provided by Bourn Companies and estimates from building professionals. Data has been reviewed and verified to determine its reasonableness and applicability to the projects.

- Indirect and induced economic impacts are presented for informational purposes only and are not included in the fiscal analysis prepared for purposes of A.R.S. § 9-500.11, which focuses solely on revenues accruing to the Town of Marana.

- The analysis incorporates the provisions of the approved Development Agreement (DA) between the Town of Marana and Bourn Companies, including the use of pledged Construction Sales Tax and portions of Sales and Lease Tax revenues to reimburse eligible public infrastructure improvements.

- This economic and fiscal impact study evaluates the potential "gross impacts" of construction and operations activities. The term "gross impacts" as used in this study refers to the total revenue, jobs and economic output that would be generated by the construction and operations. The study does not consider the potential impact on other businesses in the trade area that may occur as a result of the proposed project.

- This analysis does not consider the costs to local governments associated with providing services to the project. Such analysis is beyond the scope of this study. In addition, the analysis is based on the current tax structure and rates imposed by the State, counties, and local governments. Changes in those rates would alter the findings of this study.

- Our analysis is based on currently available information, along with assumptions regarding development timing and long-term trends. These assumptions are subject to uncertainty. Actual outcomes may differ materially from those forecasted. The assumptions disclosed in this report are those deemed significant to the forward-looking results.

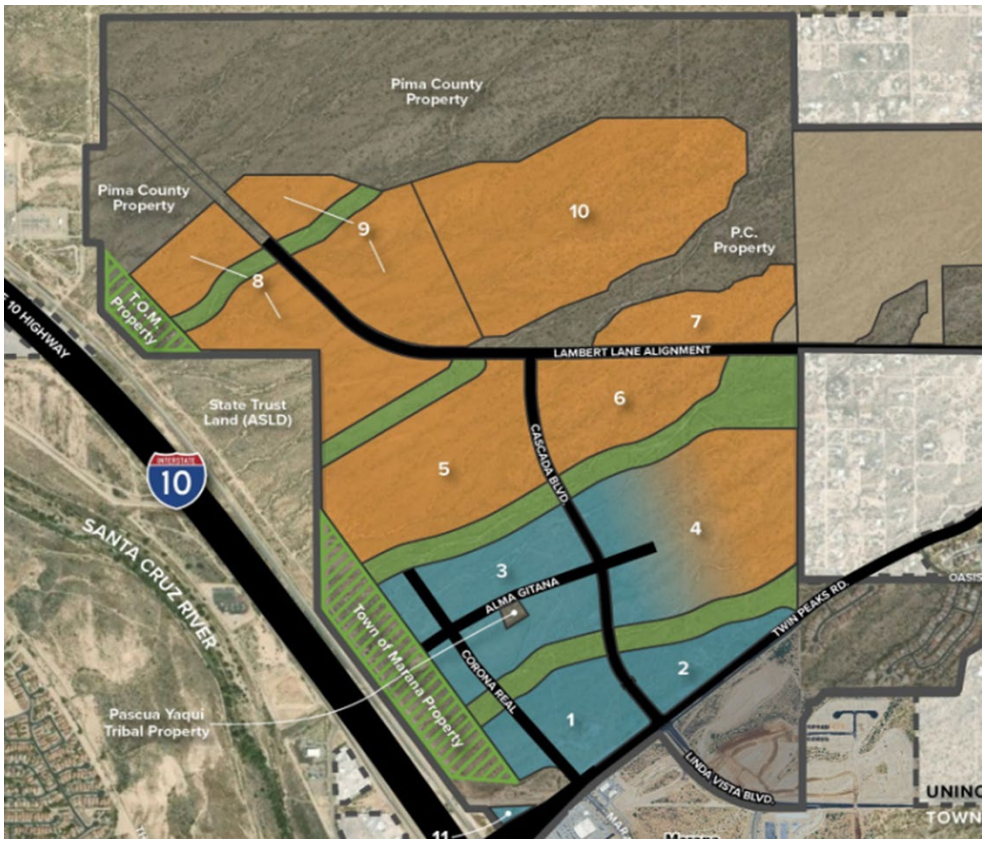
2.0 Assumptions & Methodology

2.1 Project Description & Assumptions

Bourn Companies is planning the development of the Cascada Mixed-Use project, a 140-acre Class A commercial center located at the northeast corner of Twin Peaks Road and Interstate 10 in Marana, Arizona. The project represents one of the largest planned commercial investments in northwest Pima County and is envisioned as a high-quality, mixed-use destination that will serve as a gateway to the Town and a catalyst for future economic growth.

At full build-out, Cascada is anticipated to include approximately 788,260 square feet of commercial development, consisting of an estimated 130,000 square feet of grocery-anchored retail, 224,000 square feet across two additional big-box anchor tenants, and 180,000 square feet of major and minor retail pads. The plan also includes a 5,000-square-foot gas station, 198,292 square feet of restaurant space, 30,400 square feet of fitness uses, and 20,300 square feet of medical office space. Together, these uses will create a diverse and complementary mix of amenities that serve both local residents and the regional trade area.

The map below illustrates the proposed location and conceptual boundaries of the Cascada Mixed-Use Development site at Twin Peaks Road and I-10, highlighting its proximity to major transportation corridors, existing residential areas, and future commercial growth opportunities in northwest Marana.



The operating assumptions used to estimate the economic and fiscal impacts of the proposed Cascada Mixed-Use Development were derived from a combination of sources. The development plan and preliminary program assumptions were provided by Bourn Companies, outlining anticipated square footage, use types, and expected occupancy characteristics. Additional data related to construction costs, sales performance, and lease rates were also provided by Bourn Companies and reviewed by Elliott D. Pollack & Company for reasonableness and consistency with market conditions.

The development assumptions underlying this analysis are summarized in the following tables by projected land use category. In total, the report assumes approximately 788,200 square feet of commercial development, representing an estimated $53.8 million in infrastructure investment and $178.3 million in vertical construction costs. The tables also identify estimated equipment expenditures subject to use tax and development impact fees to be collected by the Town during build-out.

For the operational phase, the assumptions include projected sales per square foot, lease rates, and employment densities by use type, forming the basis for estimating ongoing fiscal and economic impacts once the project is fully developed. Lease rates shown as $0 per square foot indicate owner-occupied spaces rather than leased premises.

Project Site Plan Assumptions
Cascada Mixed Use Development
(2025 Dollars)

Phase	Commercial Square Feet	Site work Cost per SF	Building Cost per SF	FF&E per SF	Permit Fees per SF	Sales per SF	Rent per SF	SF per employee
Grocery anchor	130,000	$51.94	$200.00	$50.00	$22.26	$450.00	$0.00	750
Anchor 1	114,000	$51.94	$150.00	$25.00	$22.28	$450.00	$25.00	700
Anchor 2	110,000	$51.94	$150.00	$25.00	$22.29	$450.00	$25.00	700
Major 1	36,000	$45.07	$250.00	$50.00	$22.69	$450.00	$0.00	400
Major 2	24,000	$50.60	$250.00	$50.00	$22.99	$450.00	$25.00	400
Minor 1	35,000	$38.20	$250.00	$50.00	$22.71	$350.00	$25.00	400
Minor 2	18,700	$49.26	$250.00	$50.00	$23.25	$350.00	$25.00	400
Retail shops/pads	66,400	$75.97	$250.00	$50.00	$6.28	$750.00	$55.00	400
Gas	5,168	$121.62	$300.00	$10.00	$18.32	$400.00	$40.00	300
Restaurant	198,292	$112.48	$300.00	$75.00	$14.24	$1,000.00	$55.00	100
Fitness	30,400	$43.07	$250.00	$50.00	$10.51	--	$25.00	2,000
Medical	20,300	$49.26	$250.00	$150.00	$10.87	--	$55.00	350
Total	**788,260**	**$53,767,900**	**$178,338,000**	**$40,593,580**	**$14,358,700**	**$455,254,200**	**$24,183,780**	**3,017**

Source: Bourn Companies; Elliott D. Pollack & Company

Bourn Companies and the Town of Marana have executed a Development Agreement establishing a performance-based mechanism in which a portion of project-generated Construction Sales Tax, Sales Tax, and Lease Tax revenues may be used to reimburse the developer for the actual, eligible costs of the Required Public Improvements. Reimbursement is limited to the cost of these improvements and will cease once those costs have been fully repaid. The assumptions outlined above are considered reasonable and have been used in preparing the fiscal and economic impact calculations contained in this report, reflecting the terms of the Development Agreement.

2.2 Economic Impact Methodology

Economic impact analysis evaluates the effects of a project on the broader economy in terms of output, earnings, and employment. For this study, the analysis examines both the construction phase and the ongoing operational phase of the Cascada Mixed-Use Development, including the direct expenditures generated by businesses and employees associated with the project.

The different types of economic impacts are known as direct, indirect, and induced, according to the manner in which the impacts are generated. For instance, direct employment consists of permanent jobs held by project employees. Indirect employment is those jobs created by businesses that provide goods and services essential to the operation or construction of the project. These businesses range from manufacturers (who make goods) to wholesalers (who deliver goods) to janitorial firms (who clean the buildings). Finally, the spending of the wages and salaries of direct and indirect employees on items such as food, housing, transportation and medical services creates induced employment in all sectors of the economy, throughout the region. These secondary effects are captured in the analysis conducted in this study.

To estimate these relationships, economic multipliers developed by the IMPLAN Group were applied. Multipliers were selected according to each land-use type (e.g., construction, retail, office, restaurant, medical, and fitness). The model incorporates Pima County-specific multipliers, meaning the indirect and induced impacts represent activity occurring throughout the region, while the direct impacts occur primarily within the Town of Marana.

The economic impact is categorized into three types of impacts:

(1) **Employment Impact** – the total wage and salary and self-employed jobs in a region. Jobs include both part time and full-time workers.

(2) **Earnings Impact** – the personal income, earnings or wages, of the direct, indirect and induced employees. Earnings include total wage and salary payments as well as benefits of health and life insurance, retirement payments and any other non-cash compensation.

(3) **Economic Output** – also referred to economic activity, relates to the gross receipts for goods or services generated by the company's operations.

Because economic impacts are inherently regional in character, the results should be interpreted as representing the broader Pima County economy, with the most concentrated effects occurring within the Town of Marana. For purposes of evaluating potential development incentives in

compliance with A.R.S. § 9-500.11, the direct fiscal impacts to the Town are the relevant measure, while indirect and induced effects are presented for informational context only.

2.3 Fiscal Impact Methodology

Fiscal impact analysis studies the public revenues associated with a particular economic activity. The primary revenue sources of local, county, and state governments (i.e., taxes) are analyzed to determine how an activity may affect the various jurisdictions. This section will evaluate the impact of the project on local government revenues.

The fiscal impact figures cited in this report have been generated from information provided by a variety of sources including the U.S. Bureau of the Census; the U.S. Department of Labor; the Internal Revenue Service; the State of Arizona; the Arizona Tax Research Association; and the U.S. Consumer Expenditure Survey. Elliott D. Pollack & Company has relied upon the estimates of operating revenues outlined in this study.

Fiscal impacts are categorized by type in this study, similar to economic impact analysis. The major sources of revenue generation for governmental entities are calculated based on ongoing operations. Employees will spend part of their salaries on local goods and services and pay taxes on the homes they occupy. This spending will contribute to revenues collected by the State that are ultimately shared with local governments.

The following is a description of the applicable revenue sources that will be considered for this analysis.

- Prime Contracting Transaction Privilege Tax (TPT)
  The State, counties, and local governments levy a transaction privilege tax (TPT) on the business of prime contracting, including, for example, the construction of buildings and the development of land improvements. That tax is calculated by State law under the assumption that 65% of the construction cost of the facility and its land improvements are taxable. The tax rate is then applied to the 65% figure.

  The transaction privilege tax on prime contracting is a one-time collection by the governmental entity. The State currently levies a 5.6% tax on construction activity (a portion of which is shared with local governments) while Pima County levies a rate of 0.5% and the Town of Marana prime contracting TPT rate is 4.0%.

- Transaction Privilege Tax on Retail, Utilities and Commercial Lease

  The State, counties, and local cities in Arizona charge transaction privilege tax (TPT) on retail goods and utility usage. Cities and some counties also levy a tax on commercial leases. The tax rate for the State is 5.6%. Portions of this tax are redistributed through revenue sharing to counties and cities throughout Arizona based on population. The County's TPT tax rate is 0.5% while the Town of Marana levies a rate of 2.5% (4.0% for utilities). These tax rates are applied to taxable sales, taxable supplies, direct utility usage, commercial leases, resident spending, as well as to the spending of direct, indirect and induced employees. Most of the employees supported by the project reside within a municipality or, at the very least, purchase goods from retailers located within a municipality. Based on data from the U.S. Consumer Expenditure Survey, the projected extent of retail spending and resulting sales tax receipts was calculated.

- Real Property Tax

  Commercial property in Arizona is subject to property tax based on a 15% assessment ratio of its full cash value. This analysis assumes standard taxation of privately owned parcels within the development. Employees associated with the project will also contribute indirectly to local property tax revenues through the homes they own or rent within the region.

- State Shared Revenues

  Each municipality in Arizona receives a portion of State revenues from four different sources - State sales tax (see description above), State income tax, vehicle license tax and highway user tax. The formulas for allocating these revenues are primarily based on population. Counties also share in the revenue sources of the State, with the exception of income tax.

  State Income Tax

  The State of Arizona collects taxes on personal income. The tax rate used in the analysis averages about 1.6% for earnings. These percentages are based on the most recently available income tax data from the State and the projected wage levels of jobs created by the construction and operations impact. This tax is applied to the wages and earnings of direct and indirect employment. Portions of this tax are redistributed through revenue sharing to cities throughout Arizona based on population.

  HURF Taxes

  The State of Arizona collects specific taxes for the Highway User Revenue Fund (HURF). Both the registration fees and the motor vehicle fuel tax (gas tax) are considered in this analysis. The motor vehicle fuel tax is $0.18 per gallon and is

calculated based on a vehicle traveling the Arizona statewide average of 12,735 miles per year at 16.6 miles per gallon. Registration fees average $65 per employee in the State of Arizona. These factors are applied to the projected direct and indirect employee count. Portions of these taxes are distributed to cities and counties throughout Arizona based on a formula that includes population and the origin of gasoline sales.

Vehicle License Tax

The vehicle license tax is a personal property tax placed on vehicles at the time of annual registration. This factor is applied to the projected direct, indirect and induced employee count. The average tax used in this analysis is $343 and portions of the total collections are distributed to the Highway User Revenue Fund. The remaining funds are shared between cities and counties in accordance with population-based formulas.

The above tax categories represent the largest sources of revenues that would be generated to the various jurisdictions. The revenue impacts do not include certain revenue sources such as corporate income taxes. All tax collections represented in this analysis are gross collections and do not take into consideration any incentives or development agreements that may occur.

3.0 Construction Impacts

This section of the report outlines the economic and fiscal impacts of the proposed development during the construction period. While construction impacts are typically considered short-term effects related to onsite and offsite employment and supporting industries, in this case they will occur over a multi-year buildout period depending on market conditions and phasing.

The following tables present the total construction impacts for the full development, with subsequent tables detailing impacts by individual phase. The long-term operational impacts of the project are addressed separately in Section 4.0.

3.1 Economic Impact of Construction

The total construction cost of the project is estimated at $232.1 million (in 2025 dollars). The economic impacts are expressed over the entire duration of the construction. The project would generate 1,208 direct person years of employment during construction. Person years of employment are the aggregate of each construction job that is recreated year after year throughout the construction time period. To derive the respective annual averages, employment, wages, and economic output can be divided by the expected number of years it may take to complete the development. An estimated $76.6 million in direct wages would be generated based on the total construction activity.

Another 501 indirect and induced person years of employment would be created in the local economy. Wages for these indirect and induced employees would total about $30.3 million. Altogether, the project would create approximately 1,709 jobs during the construction timeframe, $106.9 million in wages and nearly $330.9 million in economic activity.

Economic Impact of Construction
Cascada Mixed Use Development
Town of Marana
(2025 Dollars)

Impact Type	Person Years of Employment	Wages	Economic Output
Direct	1,208	$76,624,000	$232,106,000
Indirect	171	$12,113,000	$38,747,000
Induced	330	$18,192,000	$60,020,000
Total	**1,709**	**$106,929,000**	**$330,873,000**

1/ The total may not equal the sum of the impacts due to rounding. All dollar figures are in constant dollars. Inflation has not been included in these figures.

Source: Bourn Companies; Elliott D. Pollack & Company; IMPLAN

3.2 Fiscal Impact of Construction

The construction of the proposed development would create significant tax revenues for the State, Pima County and the Town of Marana as shown on the following tables. Revenues have been defined in this analysis as either primary or secondary, depending on their source and how the dollars flow through the economy into city tax accounts. For instance, some revenues, such as prime contracting transaction privilege taxes, are straightforward calculations based on the cost of construction. These revenues are described in this study as primary revenues.

Secondary revenues, on the other hand, flow from the wages of those direct, indirect and induced employees who are supported by the project. Revenue projections are based on typical wages of the employees working on the project, their spending patterns, and projections of where they might live.

The State of Arizona will receive an estimated $9.7 million from prime contracting transaction privilege tax and use taxes generated during construction. An additional $3.8 million is projected to be generated by the spending of employees for a total fiscal impact on the State of $13.5 million.

Fiscal Impact of Construction
Cascada Mixed Use Development
State of Arizona
(2025 Dollars)

	Primary Revenues		Secondary Revenues					
Impact Type	Prime Contracting TPT	Use Tax	Spending Sales Tax	Income Tax	Unemp. Tax	Vehicle Tax	Gas Revenues	Total Revenues
Direct	$7,460,300	$2,273,200	$994,000	$1,210,700	$228,300	$176,700	$92,800	**$12,436,000**
Indirect	N/A	N/A	$149,600	$191,400	$32,400	$25,100	$13,200	**$411,700**
Induced	N/A	N/A	$252,500	$287,500	$62,300	$48,200	$25,300	**$675,800**
Total	**$7,460,300**	**$2,273,200**	**$1,396,100**	**$1,689,600**	**$323,000**	**$250,000**	**$131,300**	**$13,523,500**

1/ The figures are intended only as a general guideline as to how the State could be impacted by the project. The above figures are based on the current economic structure and tax rates of the State.

Source: Bourn Companies; Elliott D. Pollack & Co.; IMPLAN; AZ Dept. of Revenue; AZ Tax Research Association

Pima County is projected to receive a total of $2.6 million in tax revenues during construction, including $754,300 from prime contracting transaction privilege tax.

Fiscal Impact of Construction
Cascada Mixed Use Development
Pima County
(2025 Dollars)

Impact Type	Primary Revenues: Prime Contracting TPT	Secondary Revenues: Employee Spending TPT	Secondary Revenues: Employee Property Tax	Secondary Revenues: State Shared Revenues	Total Revenues
Direct	$754,300	$94,100	$1,157,700	$49,900	**$2,056,000**
Indirect	N/A	$14,200	$164,200	$7,300	**$185,700**
Induced	N/A	$23,900	$316,100	$14,600	**$354,600**
Total	**$754,300**	**$132,200**	**$1,638,000**	**$71,800**	**$2,596,300**

1/ The figures are intended only as a general guideline as to how the County could be impacted by the project. The above figures are based on the current economic structure and tax rates of the County.

Source: Bourn Companies; Elliott D. Pollack & Co.; IMPLAN; AZ Dept. of Revenue; AZ Tax Research Association

Primary revenues for the Town of Marana during the construction phase will be generated primarily from the prime contracting transaction privilege tax (TPT), estimated at $6.0 million, and the use tax estimated at $1.0 million. The Town will also collect approximately $14.5 million in impact fees associated with the build-out of the development. In addition, the Town would benefit from secondary revenues generated by the local spending of construction employees, estimated at $126,700. In total, the Town of Marana is projected to receive approximately $21.5 million in revenues from construction and construction-related activity associated with the project.

Fiscal Impact of Construction
Cascada Mixed Use Development
Town of Marana
(2025 Dollars)

Impact Type	Primary Revenues: Prime Contracting TPT	Primary Revenues: Use Tax	Primary Revenues: Permit Fees	Secondary Revenues: Employee Spending TPT	Secondary Revenues: State Shared Revenues	Total Revenues
Direct	$6,034,800	$1,014,800	$14,357,900	$85,200	$5,000	**$21,497,700**
Indirect	N/A	N/A	N/A	$12,800	$800	**$13,600**
Induced	N/A	N/A	N/A	$21,600	$1,300	**$22,900**
Total	**$6,034,800**	**$1,014,800**	**$14,357,900**	**$119,600**	**$7,100**	**$21,534,200**

1/ The figures are intended only as a general guideline as to how the City could be impacted by the project. The above figures are based on the current economic structure and tax rates of the City.

Source: Bourn Companies; Elliott D. Pollack & Co.; IMPLAN; AZ Dept. of Revenue; AZ Tax Research Association

4.0 Ongoing Operations Impacts

Following completion of construction, the Cascada Mixed-Use Development will transition into ongoing operations that generate sustained economic and fiscal benefits for the Town of Marana. The project would generate taxes for the State, County, and Town of Marana. In addition, the workers at the site will generate secondary impacts from their spending.

4.1 Economic Impact of Operations & Visitor Spending

Grocery Store Impact

The planned 130,000-square-foot grocery anchor is projected to support approximately 237 total jobs, including direct, indirect, and induced employment. This component is expected to generate roughly $11.3 million in wages and contribute an estimated $30.9 million in annual economic output, underscoring its role as a key employment and spending driver within the Cascada development.

Commercial Retail

The project's 404,100 square feet of commercial retail space—including anchor tenants, major and minor pads, and inline retail—would support an estimated 1,023 total jobs, nearly $51.4 million in annual wages, and approximately $115.7 million in annual economic activity. This portion of the development will serve as the primary retail and service hub for the surrounding trade area.

Gas Station Operations Impact

The proposed 5,000-square-foot gas station is anticipated to generate a total of 25 jobs, with approximately $1.1 million in wages and $3.7 million in annual economic output. Though a relatively small component of the overall project, this use will provide a convenient service amenity for local residents and travelers while contributing to the Town's recurring tax base.

Restaurant Space Impact

The approximately 198,292 square feet of restaurant and food service space is projected to have a substantial impact, supporting an estimated 2,654 jobs, $98.1 million in wages, and $359.7 million in annual economic activity. Dining establishments will anchor the project's entertainment and hospitality offerings, creating both local employment opportunities and regional spending draw.

Fitness Center Impact

The development program includes approximately 30,400 square feet of fitness and wellness space, expected to support about 19 total jobs, generate $527,000 in wages, and produce roughly $1.6 million in annual economic output. This component will complement other uses within Cascada by enhancing community health, wellness, and daily activity.

Medical Office Operations Impact

An estimated 20,300 square feet of medical office space, including uses such as dental offices and health practitioners, is projected to support 84 jobs, $6.1 million in annual wages, and $13.2 million in annual economic output. These services will diversify the project's employment base and contribute to year-round activity levels within the site.

TOTAL Impact

At full build-out, the Cascada Mixed-Use Development is projected to support approximately 4,043 total jobs, generate $168.5 million in annual wages, and produce an estimated $524.8 million in annual economic activity. The table below summarizes the projected annual economic impacts by land use category once the development is fully operational.

Annual Economic Impact of Operations (at Stabilization)
Cascada Mixed Use Development
Town of Marana
(2025 Dollars)

	Impact Type	Jobs	Wages	Economic Output
Grocery Operations	Direct	173	$7,947,000	$19,790,000
	Indirect	29	$1,476,000	$4,764,000
	Induced	35	$1,917,000	$6,325,000
	Total	**237**	**$11,340,000**	**$30,879,000**
Anchor, Major, Minor and other Retail	Direct	770	$37,787,789	$71,386,749
	Indirect	94	$4,840,000	$15,446,000
	Induced	159	$8,760,000	$28,902,000
	Total	**1,023**	**$51,387,789**	**$115,734,749**
Gas Station Operations	Direct	17	$667,000	$2,402,000
	Indirect	5	$248,000	$761,000
	Induced	3	$186,000	$614,000
	Total	**25**	**$1,101,000**	**$3,777,000**
Restaurant Operations	Direct	1,983	$59,609,000	$229,743,000
	Indirect	370	$21,904,000	$75,154,000
	Induced	301	$16,603,000	$54,777,000
	Total	**2,654**	**$98,116,000**	**$359,674,000**
Fitness Center Operations	Direct	15	$324,000	$831,000
	Indirect	2	$114,000	$435,000
	Induced	2	$89,000	$294,000
	Total	**19**	**$527,000**	**$1,560,000**
Medical Office Operations	Direct	58	$4,591,000	$8,385,000
	Indirect	8	$455,000	$1,397,000
	Induced	19	$1,027,000	$3,388,000
	Total	**84**	**$6,073,000**	**$13,170,000**
GRAND TOTAL	Direct	3,017	$110,925,789	$332,537,749
	Indirect	508	$29,037,000	$97,957,000
	Induced	518	$28,582,000	$94,300,000
	Total Impact[1/]	**4,043**	**$168,544,789**	**$524,794,749**

1/ The total may not equal the sum of the impacts due to rounding. All dollar figures are in constant dollars. Inflation has not been included in these figures.

Source: Bourn Companies; Elliott D. Pollack & Company; IMPLAN

4.2 Fiscal Impact of Operations

Once the project is completed and occupied to a stabilized level, the operations of the development would produce tax revenue for the State of Arizona, Pima County, and the Town of Marana.

The following tables show the ongoing tax revenue that each of the jurisdictions would expect to collect from the development. These figures represent the total revenues (both direct and indirect) generated by the project at buildout.

The State of Arizona is projected to receive $24.2 million in primary and secondary revenues generated by the development. This includes $19.5 million in primary revenues from operations. Secondary revenues are projected to be $4.7 million from employees.

Pima County is projected to receive a total of $5.6 million each year at stabilization.

For the Town of Marana, an estimated $12.0 million would be collected each year from the ongoing operations of the development. Secondary impacts from employee spending and other taxes would be an estimated $247,600 each year. This figure takes into account that only about 14.7% of employees will live and spend their disposable income within the Town of Marana.

Fiscal Impact of Operations (Before Incentives)
Cascada Mixed Use Development
(2025 Dollars)

		State of Arizona	Pima County	Town of Marana	TOTAL
Primary Impacts	Sales tax	$19,440,800	$2,265,900	$11,329,700	**$33,036,400**
	Lease tax	N/A	$120,900	$604,600	**$725,500**
	Utility tax	$88,000	$10,300	$82,000	**$180,300**
Secondary Impact from Employees	Secondary total	$4,664,900	$3,194,000	$247,600	**$8,106,500**
Total Annual Impact from Operations		**$24,193,700**	**$5,591,100**	**$12,263,900**	**$42,048,700**

NOTE: All of the above figures are representative of the major revenue sources for the governments.

Sources: Bourn Companies; Elliott D. Pollack & Co.; IMPLAN; ADOR

5.0 Town of Marana Summary of Direct Impacts

This analysis has been prepared in accordance with A.R.S. § 9-500.11, which requires that any tax incentive or reimbursement provided through a development agreement be supported by a finding that the incentive is anticipated to raise more revenue for the municipality than the amount of the incentive over the duration of the agreement. To support that determination, this report identifies and quantifies the fiscal revenues that will accrue directly to the Town of Marana from the construction and long-term operation of the Cascada Mixed-Use Development.

For clarity, this report distinguishes between the direct fiscal revenues that flow to the Town—such as Transaction Privilege (Sales) Tax, Lease Tax, and related collections—and the broader economic impacts generated by the project. Indirect and induced impacts are provided for informational context only and are not used to evaluate compliance with A.R.S. § 9-500.11. The results presented in this section therefore reflect the gross fiscal impacts associated with the construction and operation of the Cascada project, before accounting for any reimbursements permitted under the Development Agreement.

Construction-Phase (One-Time) Revenues

During construction, the Town will receive an estimated $21.4 million in revenues generated directly through construction activity and related permits and equipment purchases. These include:

- Prime Contracting Transaction Privilege Tax (TPT): $6.0 million
- Use Tax on Furniture, Fixtures & Equipment (FF&E): $1.0 million
- Permit and Development-Related Fees: $14.4 million

Ongoing Operational Revenues

Over the 20-year analysis period, once the development is fully built out and operational, the Town of Marana is projected to receive approximately $209.0 million in cumulative revenues generated by ongoing business activities, including:

- Retail Sales Tax (TPT): $197.3 million
- Commercial Lease Tax: $10.3 million
- Utility Tax: $1.5 million

These revenue streams represent recurring fiscal benefits accruing to the Town from business operations within the Cascada Mixed-Use Development throughout the 20-year period.

Development Agreement Reimbursements and Net Fiscal Benefit

Under the Development Agreement between the Town of Marana and Bourn Companies, a portion of project-generated tax revenues—specifically 75% of Construction Sales Tax and 45% of Retail Sales and Lease Tax revenues—will be deposited into a dedicated Reimbursement Account to fund eligible public infrastructure improvements, including the regional drainage facilities identified in the agreement. Reimbursements are performance-based and will cease once the actual, eligible improvement costs have been fully repaid.

Over the 20-year analysis period, the Cascada Mixed-Use Development is projected to generate approximately $230.4 million in cumulative fiscal revenues for the Town of Marana. Based on these projections, the total revenues generated by the project are expected to exceed the amount of any incentives provided under the Development Agreement. Accordingly, this analysis supports the required finding under A.R.S. § 9-500.11 that the proposed tax incentive is anticipated to raise more revenue than the amount of the incentive during the term of the agreement.

The following table summarizes total revenues by tax category over the 20-year term.

Cascada Mixed Use Development
20-Year Fiscal Impact Summary
(2025 Dollars)

Impact of Construction	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Total
Direct jobs	254	418	231	190	86	29	--	--	--	--	--	--	--	--	--	--	--	--	--	--	1,208
Total jobs	360	592	327	268	121	41	--	--	--	--	--	--	--	--	--	--	--	--	--	--	1,709
Prime Contracting Sales Tax	$1,270,500	$2,089,700	$1,154,200	$947,500	$427,900	$145,100	--	--	--	--	--	--	--	--	--	--	--	--	--	--	$6,034,900
Use Tax	$231,800	$283,200	$209,200	$160,300	$106,300	$24,100	--	--	--	--	--	--	--	--	--	--	--	--	--	--	$1,014,900
Permit Fees	$3,400,349	$6,936,936	$2,180,341	$1,142,378	$533,888	$164,790	--	--	--	--	--	--	--	--	--	--	--	--	--	--	$14,358,683
Impact of Operations																					
Direct jobs	--	395	1,206	1,862	2,620	2,912	3,017	3,017	3,017	3,017	3,017	3,017	3,017	3,017	3,017	3,017	3,017	3,017	3,017	3,017	3,017
Total jobs	--	529	1,616	2,495	3,511	3,902	4,043	4,043	4,043	4,043	4,043	4,043	4,043	4,043	4,043	4,043	4,043	4,043	4,043	4,043	4,043
Sales tax	--	$2,136,500	$6,291,655	$8,128,630	$10,313,855	$11,048,855	$11,381,355	$11,381,355	$11,381,355	$11,381,355	$11,381,355	$11,381,355	$11,381,355	$11,381,355	$11,381,355	$11,381,355	$11,381,355	$11,381,355	$11,381,355	$11,381,355	$197,258,465
Lease tax	--	$51,170	$264,054	$393,623	$521,820	$584,382	$604,595	$604,595	$604,595	$604,595	$604,595	$604,595	$604,595	$604,595	$604,595	$604,595	$604,595	$604,595	$604,595	$604,595	$10,279,371
Utility tax	--	$17,098	$48,685	$63,020	$74,954	$80,249	$82,038	$82,038	$82,038	$82,038	$82,038	$82,038	$82,038	$82,038	$82,038	$82,038	$82,038	$82,038	$82,038	$82,038	$1,432,535
Total Revenue to Town	**$4,902,649**	**$11,514,604**	**$10,148,135**	**$10,835,450**	**$11,978,717**	**$12,047,476**	**$12,067,987**	**$12,067,987**	**$12,067,987**	**$12,067,987**	**$12,067,987**	**$12,067,987**	**$12,067,987**	**$12,067,987**	**$12,067,987**	**$12,067,987**	**$12,067,987**	**$12,067,987**	**$12,067,987**	**$12,067,987**	**$230,378,855**

NOTE: All of the above figures are representative of the major revenue sources in the development agreement. No inflation has been included in this analysis.
Sources: Bourn Companies; Elliott D. Pollack & Co.; IMPLAN; Development Agreement

Council-Regular Meeting **A5**

Meeting Date: 11/18/2025

To: Mayor and Council

Submitted For: George Cardieri, Real Property Manager

From: George Cardieri, Real Property Manager

Date: November 18, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-113: Relating to Public Works; approving and authorizing the Mayor to sign an Amendment to the Acquisition Agreement & Administrative Settlement with Preot LLC regarding the acquisition of property for the Twin Peaks Rattlesnake Pass Improvement Project, Town of Marana Project No. ST073, and authorizing Town staff to execute all other documentation necessary to meet the terms and conditions of the agreement (George Cardieri)

Discussion:

On December 6, 2022, the Town Council approved Resolution No. 2022-127, approving an Acquisition Agreement & Administrative Settlement between the Town and Preot LLC ("Owner") for the acquisition of property needed for the Twin Peaks Rattlesnake Pass Improvement Project, Town of Marana Project No. ST073. Pursuant to the agreement, the Town purchased the property from the Owner for $87,700 and also agreed to some non-monetary commitments, relating to driveways, a gate, the placement of boulders relative to the Owner's property, and other similar items. A copy of the original agreement with the Owner is attached for reference.

The proposed amendment would adjust the non-monetary commitments originally agreed upon by the Town and Owner to better reflect field conditions post-construction. Specifically, the Owner no longer wishes for the project to reconnect or reestablish the Owner's existing driveway at Scenic Estates. Additionally, rather than relocating and reinstalling the Owner's existing metal security gate at the north end of the current El Paso Natural Gas (EPNG) easement, if the amendment is approved, the

Town will fabricate and install a new metal security gate within the public right-of-way at the southern edge of the paved driveway apron at the entrance to the EPNG easement.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2025-113, approving and authorizing the Mayor to sign an Amendment to the Acquisition Agreement & Administrative Settlement and Town staff to execute all other documentation necessary to meet the terms and conditions of the agreement with Preot LLC for the Twin Peaks Rattlesnake Pass Improvement Project.

Suggested Motion:

I move to adopt Resolution No. 2025-113, approving and authorizing the Mayor to sign an Amendment to the Acquisition Agreement & Administrative Settlement with Preot LLC regarding the acquisition of property for the Twin Peaks Rattlesnake Pass Improvement Project, Town of Marana Project No. ST073, and authorizing Town staff to execute all other documentation necessary to meet the terms and conditions of the agreement.

Attachments

Resolution No. 2025-113

Exhibit A (Amendment to the Acquisition Agreement & Administrative Settlement)

Original Preot LLC Agreement

MARANA RESOLUTION NO. 2025-113

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE ACQUISITION AGREEMENT & ADMINISTRATIVE SETTLEMENT WITH PREOT LLC REGARDING THE ACQUISITION OF PROPERTY FOR THE TWIN PEAKS RATTLESNAKE PASS IMPROVEMENT PROJECT, TOWN OF MARANA PROJECT NO. ST073, AND AUTHORIZING TOWN STAFF TO EXECUTE ALL OTHER DOCUMENTATION NECESSARY TO MEET THE TERMS AND CONDITIONS OF THE AGREEMENT

WHEREAS the Town of Marana is constructing the Twin Peaks Rattlesnake Pass Improvement Project, Town of Marana Project No. ST073, (the "Twin Peaks Road Project"); and

WHEREAS the Town of Marana previously reached an Acquisition Agreement & Administrative Settlement with Preot LLC ("Owner"), for the purchase of property rights needed for the Twin Peaks Road Project, approved by the Marana Mayor and Council on December 6, 2022, by Resolution No. 2022-127; and

WHEREAS the Owner and Town staff seek to amend the Acquisition Agreement & Administrative Settlement to adjust the non-monetary commitments originally agreed upon to better reflect field conditions post-construction; and

WHEREAS the Mayor and Council of the Town of Marana find that the Amendment to the Acquisition Agreement & Administrative Settlement is necessary for the public health, safety and welfare of the citizens of Marana.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the Mayor is hereby authorized and directed to execute the Amendment to the Acquisition Agreement & Administrative Settlement in substantially the form attached to and incorporated in this resolution as Exhibit A, and Town staff is hereby authorized to execute all other documentation necessary to meet the terms and conditions of the agreement, as amended.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of November 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA AZ

AMENDMENT TO THE ACQUISITION AGREEMENT & ADMINISTRATIVE SETTLEMENT

This is an Amendment to the Acquisition Agreement & Administrative Settlement, dated December 9, 2022 (the "Agreement"), between **Preot, LLC,** an Arizona limited liability company ("Owner"), and the **Town of Marana**, an Arizona municipal corporation ("Town").

1. The Owner and the Town hereby amend the Agreement to replace in its entirety the Right-of-Way Commitment attached to the Agreement as Exhibit "G" with the amended Right-of-Way Commitment attached hereto.

2. All other terms and conditions shall remain the same.

Preot, LLC, an Arizona limited liability company

The SAM Family Trust, dated December 31, 2002, its Member

_____
Greg Mitchell, Trustee

Date:_____

Town of Marana, an Arizona municipal corporation

_____
Jon Post, Mayor

Date:_____

Approved as to content:

_____
Fausto Burruel, Town Engineer

Date: _____

Approved as to form:

_____
Jane Fairall, Town Attorney

Date: _____

Exhibit "G"

RIGHT-OF-WAY COMMITMENT

THE TERMS OF THIS RIGHT-OF-WAY COMMITMENT ARE CONTINGENT UPON AN ACQUISITION AGREEMENT BEING ENTERED INTO BETWEEN THE OWNER AND TOWN.

Initial Submittal _____ Amendment ___X___

OWNER'S NAME Preot LLC
PROPERTY LOCATION 9011 N. Scenic Drive, Tucson, AZ
PARCEL NUMBER 221-02-008S
PROJECT Twin Peaks Rattlesnake Pass Improvements (ST073)

Description of non-monetary commitments agreed upon by the Owner and Town:

1. **Driveway Reconnection**. The Town agrees to reconnect and reestablish the Owner's existing earthen driveway connection from Twin Peaks Road at the existing El Paso Natural Gas (EPNG) easement.
2. **Installation of New Metal Security Gate**. In lieu of relocating and reinstalling the Owner's existing metal security gate located at the north end of the existing EPNG easement back to the new property line, the Town shall fabricate and install a new metal security gate within the public right-of-way at the southern edge of the paved driveway apron at the entrance to the EPNG easement.
3. **Removal of Existing Gate Footers**. The Town shall attempt to remove, by jackhammering, the existing concrete footers associated with the Owner's existing metal security gate and shall place the removed gate on the Owner's property. The Owner shall be responsible for damage that may occur to the gate during the jackhammering, and for reinstallation of the gate.
4. **Relocation of Boulders**. The Town shall relocate the Owner's existing boulders situated along Twin Peaks Road to the new property line to assist in creating a barrier against unauthorized motor vehicle entry.
5. **Traffic Sign Installation**. The Town shall install a "No Engine Braking" sign, or a similar sign, along eastbound Twin Peaks Road, located on the east side of Rattlesnake Pass.
6. **Temporary Construction Easement**. The Owner shall grant the Town, at no cost, a Temporary Construction Easement for the workspace necessary to perform the activities and fulfill the commitments described above.

Owner Acceptance:

_____ _____
Greg Mitchell, Trustee Date

Town Acceptance:

_____ _____
Real Property Manager Date

_____ _____
CIP Project Manager/Construction Manager Date

MARANA AZ

DEVELOPMENT SERVICES DEPARTMENT

ACQUISITION AGREEMENT & ADMINISTRATIVE SETTLEMENT

This Agreement is made by and between **Preot, LLC,** an Arizona limited liability company ("Owner"), and the **Town of Marana**, an Arizona municipal corporation ("Town").

1. **Property and Acquisition Amount.** The Owner owns the property described in instrument recorded in Sequence No. 20180310293 in the Pima County Recorder's Office, including all improvements located thereon (the "Property"). The Town has determined the need to acquire fee title to public rights-of-way described in Exhibit "A" and depicted in Exhibit "A-1", a drainage easement and utility access easement described in Exhibit "B" and depicted in Exhibit "B-1", and a slope easement described in Exhibit "C" and depicted in Exhibit "C-1" (the "Acquisition Area"). In lieu of court proceedings to acquire the Acquisition Area by eminent domain, the Owner agrees to sell and the Town agrees to acquire the Acquisition Area for the total sum of **$87,700.00** (the "Acquisition Amount"), subject to the terms and conditions set forth below:

$87,700.00	Acquisition Amount
$3,000.00	Estimated Closing Costs
$90,700.00	**Total Not to Exceed Amount**

2. **Risk of Loss for Damage to Improvements.** The Owner shall be responsible for the risk of loss for any and all damage to the improvements located on the Acquisition Area prior to close of escrow.

3. **Conveyance Documents.** Upon execution of this Agreement the Owner shall deposit with the Town a Warranty Deed conveying to the Town fee title to the public rights-of-way in the form attached hereto as Exhibit "D", a Dedication Deed of Easement conveying to the Town drainage easement and utility access easement rights in the form attached hereto as Exhibit "E", and a Dedication Deed of Easement conveying slope easement rights in the form attached here as Exhibit "F", all conveyances free and clear of all liens and encumbrances.

4. **Non-Monetary Commitments.** The Owner and the Town agree to the commitments and obligations set forth in the ROW Commitment, attached hereto as Exhibit "G".

5. **No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, vegetation, located within the Acquisition Area. Personal property, including boulders, may be removed prior to close of escrow.

6. **Escrow and Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and the size of

the Acquisition Area. Taxes will be prorated based upon the proportion of the Acquisition Area to the Owner's entire assessed parcel.

7. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total amount of unpaid principal, interest, and penalty. Those sums shall, upon demand, be paid to the Lienholders. Owner shall obtain from the Lienholders releases for any fee transfer and consents for any transfer of an easement for the Acquisition Area.

8. **Possession and Closing.** Possession of the Acquisition Area shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 45 days after the date this Agreement is approved by the Marana Mayor and Council or (b) 45 days after receipt of all necessary releases or consents from any Lienholder.

9. **Environmental Representations.** The Town and the Owner agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Acquisition Area. Each party shall remain responsible for its obligations as set forth by law. The Owner hereby represents and warrants that, to the best of Owner's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.

10. **Environmental Inspection Rights.** The Owner shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Acquisition Area. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean-up, the Owner shall remediate all contamination within the Acquisition Area adequate to bring it into compliance with all applicable Federal, State or local environmental regulations prior to Closing or the Town may terminate this agreement.

11. **No Leases.** The Owner warrants that there are no oral or written leases on all or any portion of the Acquisition Area.

12. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders' fee related to this transaction. The Owner has sole responsibility to pay all brokerage or finders' fees to any agent employed.

13. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases, and Owners Title Insurance Policy, shall be paid by the Town.

14. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Acquisition Area for project related pre-construction activities, including but not limited to geophysical/geotechnical testing and excavation, and native plant salvage, effective as of the date this agreement is signed on behalf of the Owner, which shall terminate when the Town takes title to the Acquisition Area or in 365 days, whichever occurs first.

15. **No Sale.** Owner shall not sell or encumber the Acquisition Area prior to close of escrow.

16. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 which provides for cancellation of contracts by the Town of Marana for certain conflicts of interest.

17. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive close of escrow.

18. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Acquisition Area and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property.

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

20. **Compromise and Settlement.** The parties to this Agreement acknowledge that the Acquisition Amount is not necessarily market value, but was agreed through compromise and settlement to avoid litigation.

21. **Council Approval**. This Agreement is subject to approval by the Town Council of the Town of Marana.

The "Owner":
Preot, LLC, an Arizona limited liability company

The SAM Family Trust, dated December 31, 2002, Member

_____
Greg Mitchell, Trustee

Date: Nov 7, 2022

Town of Marana, an Arizona municipal corporation

_____
Ed Honea, Mayor

Date: _____

Approved as to content:

_____
Fausto Burruel, Town Engineer

Date: _____

Approved as to form:

_____
Jane Fairall, Town Attorney

Date: _____

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "A"

Right of Way

ALTA ARIZONA

PROJECT NO. 200132
APN: 221-02-008S
DATE: NOVEMBER 11, 2021

LEGAL DESCRIPTION

ALL THAT PORTION OF THE PARCEL DESCRIBED IN SEQUENCE 20180310293 OF THE RECORDS OF THE PIMA COUNTY RECORDER, WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, LYING NORTHERLY AND NORTHEASTERLY OF THE LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR FOUND AT THE CENTER OF SECTION 20, FROM WHICH A LEAD CAP STAMPED "RLS 7599" FOUND AT THE WEST QUARTER CORNER OF SECTION 20 BEARS SOUTH 89° 20' 39" WEST AT A DISTANCE OF 2638.87 FEET;

THENCE, SOUTH 89° 20' 39" WEST UPON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 1319.43 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20;

THENCE, NORTH 00° 40' 24" WEST UPON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 959.11 FEET TO **THE POINT OF BEGINNING**;

THENCE, SOUTH 61° 21' 58" EAST 1291.03 FEET TO A CURVE, CONCAVE SOUTHWEST, WITH A RADIUS OF 743.51 FEET;

THENCE, UPON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15° 53' 28", AN ARC DISTANCE OF 206.21 FEET, TO THE WEST RIGHT OF WAY LINE OF SCENIC DR, **THE POINT OF TERMINUS.**

THE TOTAL AREA CONTAINS 99,717 SQUARE FEET OR 2.289 ACRES, MORE OR LESS.

Prepared by:
Alta Arizona

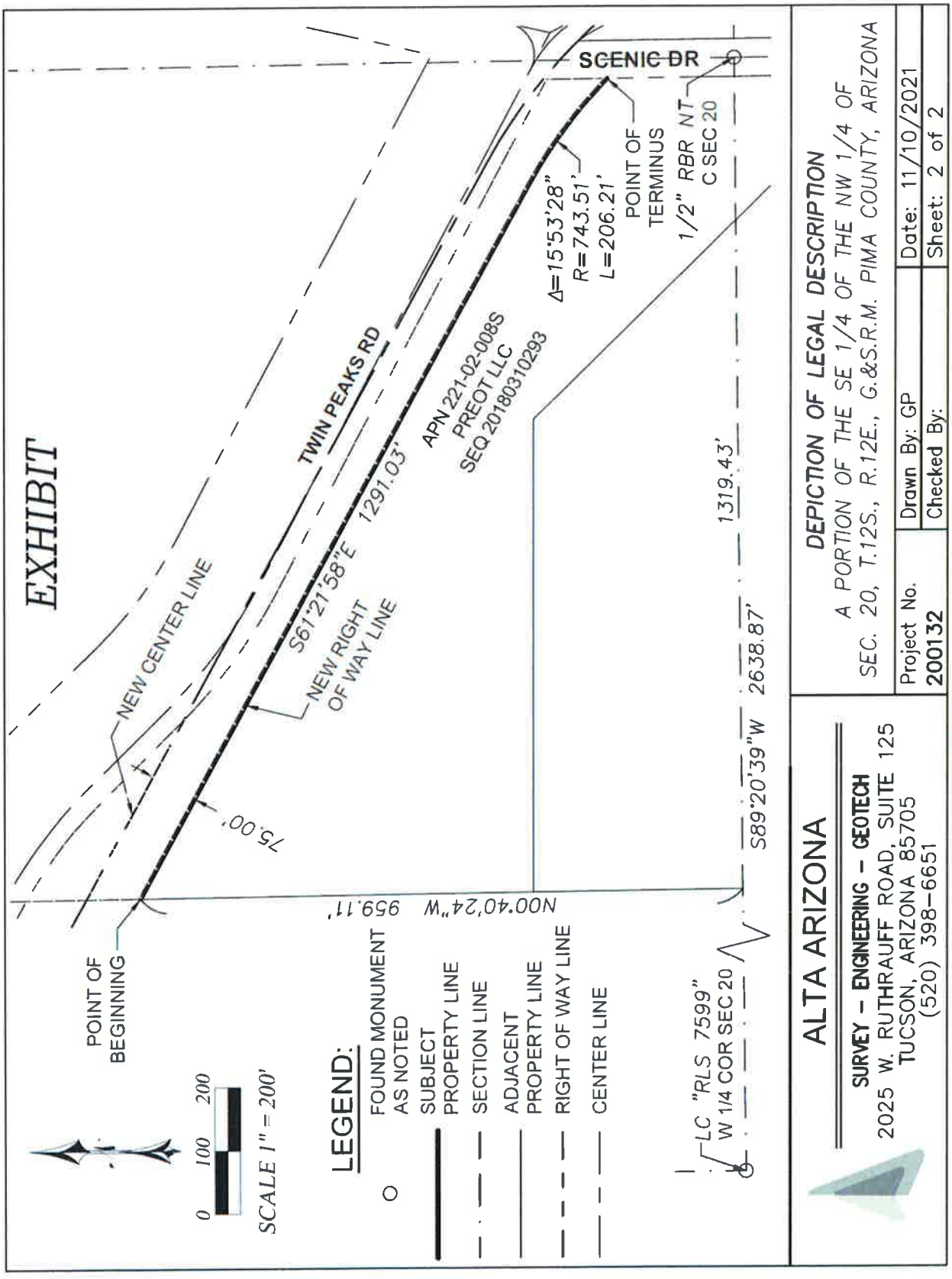
GREGG POPP, RLS



Sheet 1 of 2

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "A-1"



S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "B"

ALTA ARIZONA

Drainage Easement and Utility Access Easement

PROJECT NO. 220248
APN: 221-02-008S
DATE: MAY 13, 2022

LEGAL DESCRIPTION

A PORTION OF THE PARCEL DESCRIBED IN SEQUENCE 20180310293 OF THE RECORDS OF THE PIMA COUNTY RECORDER, WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR FOUND AT THE CENTER OF SECTION 20, FROM WHICH A LEAD CAP STAMPED "RLS 7599" FOUND AT THE WEST QUARTER CORNER OF SECTION 20 BEARS SOUTH 89° 20' 39" WEST AT A DISTANCE OF 2638.87 FEET;

THENCE, SOUTH 89° 20' 39" WEST UPON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 1319.43 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20;

THENCE, NORTH 00° 40' 24" WEST UPON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 959.11 FEET;

THENCE, SOUTH 61° 21' 58" EAST 576.30 FEET TO **THE POINT OF BEGINNING**;

THENCE, SOUTH 61° 21' 58" EAST 714.73 FEET TO A CURVE, CONCAVE SOUTHWEST, WITH A RADIUS OF 743.51 FEET;

THENCE, SOUTHEASTERLY UPON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15° 53' 28", AN ARC DISTANCE OF 206.21 FEET TO THE WEST RIGHT OF WAY LINE OF SCENIC DR;

THENCE, SOUTH 00° 41' 01" EAST UPON SAID RIGHT OF WAY LINE 45.76 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWEST, WITH A RADIUS OF 712.01 FEET;

THENCE, NORTHWESTERLY UPON SAID CURVE TO THE LEFT, 31.50 FEET SOUTHWEST OF AND PARALLEL WITH THE PREVIOUS CURVE, THROUGH A CENTRAL ANGLE OF 18° 30' 20", AN ARC DISTANCE OF 229.97 FEET;

THENCE, NORTH 61° 21' 58" WEST 714.73 FEET;

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "B" continued

ALTA ARIZONA

THENCE, NORTH 28° 38' 02" EAST 31.50 FEET TO **THE POINT OF BEGINNING**;

THE TOTAL AREA CONTAINS 29,380 SQUARE FEET OR 0.674 ACRE, MORE OR LESS.

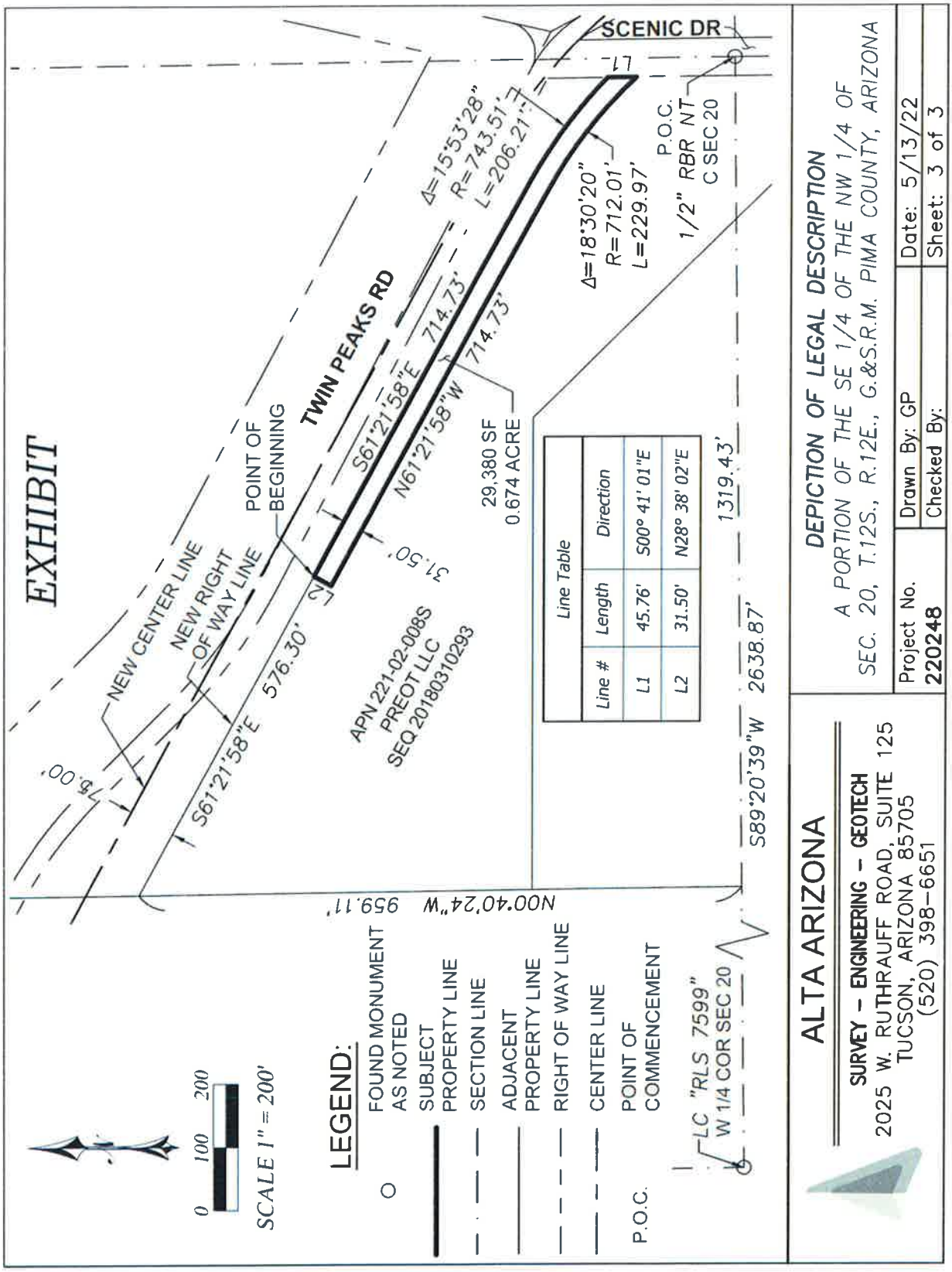
Prepared by:
Alta Arizona

GREGG POPP, RLS



S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "B-1"



S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "C"

ALTA ARIZONA

Slope Easement

PROJECT NO. 220248
APN: 221-02-008S
DATE: MAY 13, 2022

LEGAL DESCRIPTION

A PORTION OF THE PARCEL DESCRIBED IN SEQUENCE 20180310293 OF THE RECORDS OF THE PIMA COUNTY RECORDER, WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR FOUND AT THE CENTER OF SECTION 20, FROM WHICH A LEAD CAP STAMPED "RLS 7599" FOUND AT THE WEST QUARTER CORNER OF SECTION 20 BEARS SOUTH 89° 20' 39" WEST AT A DISTANCE OF 2638.87 FEET;

THENCE, SOUTH 89° 20' 39" WEST UPON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 1319.43 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20;

THENCE, NORTH 00° 40' 24" WEST UPON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 959.11 FEET TO **THE POINT OF BEGINNING**;

THENCE, SOUTH 61° 21' 58" EAST 576.30 FEET;

THENCE, SOUTH 28° 38' 02" WEST 31.50 FEET;

THENCE, NORTH 61° 21' 58" WEST 558.61 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20;

THENCE, NORTH 00° 40' 24" WEST UPON SAID WEST LINE 36.12 FEET TO **THE POINT OF BEGINNING**;

THE TOTAL AREA CONTAINS 17,875 SQUARE FEET OR 0.410 ACRE, MORE OR LESS.

Prepared by:
Alta Arizona

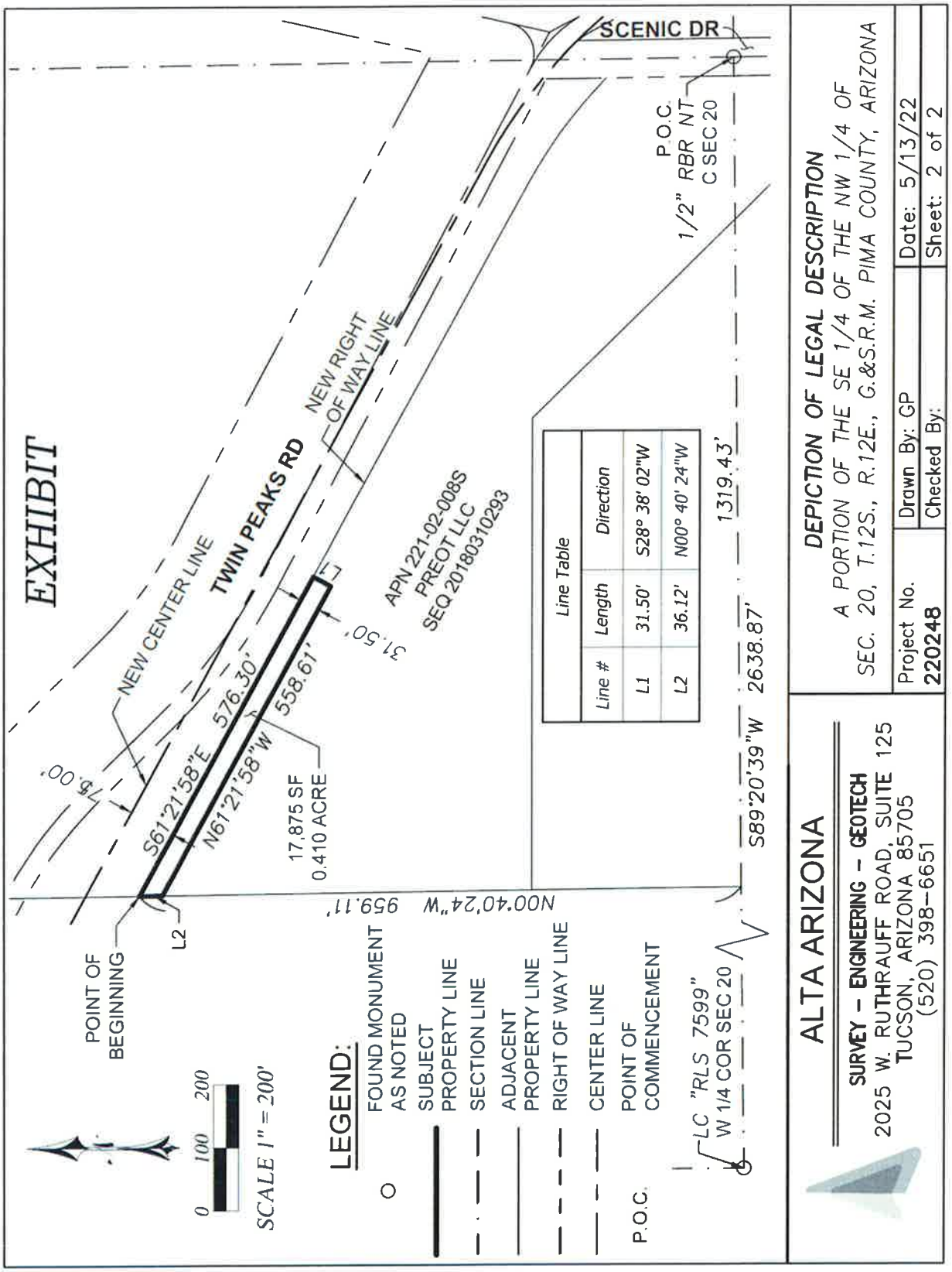
GREGG POPP, RLS



Sheet **1** of **2**

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "C-1"



S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "D"

WARRANTY DEED OF DEDICATION

Exempt: ARS § 11-1134 (A) (3)

PREOT, L.L.C., an Arizona limited liability company ("GRANTOR"), for TEN DOLLARS and other valuable consideration, does hereby convey and dedicate to the **TOWN OF MARANA**, an Arizona municipal corporation ("GRANTEE"), the following described real property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION AND DEPICTION ATTACHED TO THIS INSTRUMENT AS EXHIBITS "A" AND "B" RESPECTIVELY AND INCORPORATED HERE BY THIS REFERENCE

SUBJECT TO: Existing covenants, conditions, restrictions, rights of way, easements, and other matters of record.

AND THE GRANTOR DOES HEREBY WARRANT THE TITLE against all persons whomsoever, subject to the matters above set forth.

DATED _____, 2022.

"GRANTOR":

Preot, LLC, an Arizona limited liability company

The SAM Family Trust, dated December 31, 2002, Member

_____
Greg Mitchell, Trustee

ACCEPTED AND APPROVED BY THE TOWN OF MARANA:

_____
Fausto Burruel, Town Engineer

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by Greg Mitchell, Trustee of The SAM Family Trust, dated December 31, 2002, as Member of Preot, LLC, an Arizona limited liability company, on behalf of the LLC.

_____
Public Notary

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "E"

DEDICATION DEED OF EASEMENT

(Drainage Easement and Utility Access Easement)

PREOT, LLC, an Arizona limited liability company ("GRANTOR"), for TEN DOLLARS and other valuable consideration, does hereby grant and dedicate to the **TOWN OF MARANA**, an Arizona municipal corporation, its permittees and licensees ("GRANTEE"), a drainage easement and utility access easement in, over, through, under, across, and along the following described real property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION AND DEPICTION TOGETHER ATTACHED TO THIS INSTRUMENT AS EXHIBITS "A" AND "B" AND INCORPORATED HERE BY THIS REFERENCE

This easement grants the right to construct and maintain a drainage system upon the described real property, together with the right to forever enter upon the described real property at any and all times to clean, maintain, and replace said drainage system; providing, however, that no unnecessary damage shall be caused by these entries or repairs. This easement also grants the right to enter upon the described real property at any and all times for access to adjacent utility lines and utility easements.

SUBJECT TO: Existing covenants, conditions, restrictions, rights of way, easements and other matters of record.

DATED _____, 2022.

"GRANTOR"
Preot, LLC, an Arizona limited liability company

The SAM Family Trust, dated December 31, 2002, Member

_____
Greg Mitchell, Trustee

ACCEPTED AND APPROVED BY THE TOWN OF MARANA:

_____
Fausto Burruel, Town Engineer

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by Greg Mitchell, Trustee of The SAM Family Trust, dated December 31, 2002, as Member of Preot LLC, an Arizona limited liability company, on behalf of the LLC.

_____
Public Notary

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "F"

DEDICATION DEED OF EASEMENT

(Slope Easement)

PREOT, LLC, an Arizona limited liability company ("GRANTOR"), for TEN DOLLARS and other valuable consideration, does hereby grant and dedicate to the **TOWN OF MARANA**, an Arizona municipal corporation ("GRANTEE"), a slope easement in, over, through, under, across, and along the following described real property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION AND DEPICTION TOGETHER ATTACHED TO THIS INSTRUMENT AS EXHIBITS "A" AND "B" AND INCORPORATED HERE BY THIS REFERENCE

This slope easement grants the right to construct and maintain slope and embankment protection improvements, including but not limited to retaining walls and soil nails upon the described real property, together with the right to forever enter upon the described real property at any and all times to clean, maintain, and replace said slope and embankment protection improvements; providing, however, that no unnecessary damage shall be caused by these entries or repairs.

SUBJECT TO: Existing covenants, conditions, restrictions, rights of way, easements and other matters of record.

DATED _____, 2022.

"GRANTOR"
Preot, LLC, an Arizona limited liability company

The SAM Family Trust, dated December 31, 2002, Member

_____
Greg Mitchell, Trustee

ACCEPTED AND APPROVED BY THE TOWN OF MARANA:

_____
Fausto Burruel, Town Engineer

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by Greg Mitchell, Trustee of The SAM Family Trust, dated December 31, 2002, as Member of Preot LLC, an Arizona limited liability company, on behalf of the LLC.

_____
Public Notary

S20/T12S /R12E	Twin Peaks Rattlesnake Pass Improvements (ST073)
Parcel No. 221-02-008S	Acquisition Agreement for Preot, LLC

Exhibit "G"

RIGHT-OF-WAY COMMITMENT

THE TERMS OF THIS RIGHT-OF-WAY COMMITMENT ARE CONTINGENT UPON AN ACQUISITION AGREEMENT BEING ENTERED INTO BETWEEN THE OWNER AND TOWN.

Initial Submittal _____X_____ Amendment _____

OWNER'S NAME Preot LLC
PROPERTY LOCATION 9011 N. Scenic Drive, Tucson, AZ
PARCEL NUMBER 221-02-008S
PROJECT Twin Peaks Rattlesnake Pass Improvements (ST073)

Description of non-monetary commitments agreed upon by the Owner and Town:

1. The Town agrees to reconnect and reestablish the following two existing earthen driveways:
   a. Old Scenic Drive driveway located immediately south of the new drainage channel
   b. Twin Peaks driveway located at the existing El Paso Natural Gas Line
2. The Town shall relocate and reinstall the Owner's metal security gate located at the north end of the existing EPNG easement back to the new property line. If applicable, the Town shall relocate and reinstall the Owner's wooden posts and chain gate located at the Old Scenic Drive driveway out of the new drainage channel.
3. The Town shall relocate the Owner's existing boulders located along Twin Peaks Road back to the new property line to assist with creating a barrier against unauthorized motor vehicle entry. With the new drainage channel in place, the boulders will primarily need to be placed on each side of the relocated metal security gate.
4. The Town shall place a "No Engine Braking" sign or similar along east bound Twin Peaks Road, to be located on the east side of Rattlesnake Pass.
5. The Owner shall grant the Town at no cost a Temporary Construction Easement for the temporary workspace needed to address the commitments noted above.

Owner Acceptance:

_____ NOV. 7, 2022
Greg Mitchell, Trustee — Date

Town Acceptance:

_____ 10-28-22
Real Property Manager — Date

_____ 10/27/2022
CIP Project Manager/Construction Manager — Date

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