MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 1, 2026, 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 September 1, 2026, 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. Added or revised language appears 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. Public access to the Council Chambers begins 20 minutes prior to the start of the meeting.

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 and deliver it to the Town Clerk.

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 will be 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 and deliver it to the Town Clerk. 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

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. 2026-060: Relating to the Marana Regional Airport; approving and ratifying the Town Manager's execution of an Airport Development Reimbursable Grant Agreement in the amount of $495,000.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Runway 30 Safety Area Mitigation Design (Grant No. E7S1Y 01D) (Fausto Burruel)

C2 Resolution No. 2026-061: Relating to the Marana Regional Airport; approving and ratifying the Town Manager's execution of an Airport Development Reimbursable Grant Agreement in the amount of $135,000.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Taxiway A MITL Rehabilitation - Design (Grant No. E7S1Z 01D) (Fausto Burruel)

C3 Resolution No. 2026-062: Relating to Parks and Recreation; approving and authorizing the acceptance of grant funding from Gila River Indian Community State-Shared Revenue Program funds for program and supply costs for swim lessons at the Marana Aquatic and Recreation Center; and approving and authorizing the Town Manager to sign any and all documents required to accept the grant (Wayne Barnett)

C4 Approval of Special Council Meeting Summary Minutes of August 17, 2026 (Jill McCleary)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2026-063: Relating to Wildlife Conservation; designating the Marana portion of the Critical Landscape Connection identified in the *Conservation Lands System* as the William Shaw Wildlife Corridor (Terry Rozema)

A2 Resolution No. 2026-064: Relating to Budget; approving the transfer of up to $4,200,000 in budgeted expense authority from the Water Resources Fund (Fund #5016), New Renewable Water Resource Acquisition project (WT066) to the Water Reclamation Facility Phase II Expansion project (WR023) in the Wastewater Impact Fee Fund (Fund #5038) for fiscal year 2026-2027 budget (Mike Osborne)

A3 Resolution No. 2026-065: Relating to Water; approving and authorizing the Mayor to sign the Fourth Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings (David L. Udall)

A4 PUBLIC HEARING: Ordinance No. 2026.015: Relating to Development; approving a rezoning of approximately 28.1 acres of land located at the southwest corner of West Twin Peaks Road and West Desert Falcon Lane, from R-36 (Residential) to SP (Specific Plan), creating the OVCN Twin Peaks Campus Specific Plan; approving a minor amendment to the General Plan amending the land use category from LDR (Low density residential) to MPA (Master planned area) (Austin Schreffler)

Resolution No. 2026-066: Relating to Development; declaring as a public record filed with the Town Clerk the OVCN Twin Peaks Campus Specific Plan adopted by Ordinance No. 2026.015 (Austin Schreffler)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

EXECUTIVE SESSIONS

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

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

E2 Discussion and consultation pursuant to A.R.S. § 38-431.03(A)(3) and (4) re: contemplated litigation to recover costs to remedy water quality issues resulting from perfluorinated compounds and 1,4-dioxane contamination.

E3 Discussion and consultation pursuant to A.R.S. § 38-431.03(A)(3) and (4), re: Proposition 207 (A.R.S. § 12-1134) Notice of Claim from TMR Investors, LLC relating to the Tortolita Specific Plan located east of Interstate 10, north of the Marana Road interchange, and northwest of the San Lucas subdivision.

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 **C1**

Meeting Date: 09/01/2026

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Melissa Weimer, Grants Manager

Date: September 1, 2026

Strategic Plan Focus Area:
Thriving Commerce

Subject: Resolution No. 2026-060: Relating to the Marana Regional Airport; approving and ratifying the Town Manager's execution of an Airport Development Reimbursable Grant Agreement in the amount of $495,000.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Runway 30 Safety Area Mitigation Design (Grant No. E7S1Y 01D) (Fausto Burruel)

Discussion:

The Arizona Department of Transportation (ADOT), through its Multimodal Planning Division (the "State"), has provided the Town of Marana (the "Sponsor") a grant agreement from State funds for the purpose of aiding in an upcoming project at the Marana Regional Airport.

The Runway 30 Safety Area Mitigation Design project (Grant No. E7S1Y 01D) will fund improvements at Marana Regional Airport. The total project cost is $550,000; the maximum reimbursement available from the State to the Sponsor for this agreement is $495,000 (90% of the total cost). The minimum funding participation from the Town is 10% of the total cost ($55,000). If approved, the grant agreement would provide for partial funding for work performed from October 2026 and expected to be completed by April 2028.

The agreement with ADOT requires the Town to approve and attach to the agreement a resolution by the Town Council certifying the following:

1) The Town has the legal power and authority to do all things necessary, in order to undertake and carry out the project, and to accept, receive, and disburse grant funds from the State in aid of the project.
2) The Town now has on deposit, or is in a position to secure, $55,000.00, or an equivalent amount represented by the Town's proposed labor and equipment costs, for the use in defraying Sponsor's share of the costs of the project.
3) The Town designates its Finance Director, Yiannis Kalaitzidis, to receive payments representing the State's share of project costs.
4) The Town has on file with ADOT the requisite vendor identification and address information for project payments.

Financial Impact:

Fiscal Year:	2027
Budgeted Y/N:	Y
Amount:	$550,000

Budget authority exists in the Airport Capital fund as part of the overall project budget.

Staff Recommendation:

Staff recommends approval of Resolution No. 2026-060.

Suggested Motion:

I move to adopt Resolution No. 2026-060, approving and ratifying the Town Manager's execution of an Airport Development Reimbursable Grant Agreement in the amount of $495,000.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Runway 30 Safety Area Mitigation Design (Grant No. E7S1Y 01D).

Attachments

Resolution No. 2026-060
Exhibit A to Resolution No. 2026-060

MARANA RESOLUTION NO. 2026-060

RELATING TO THE MARANA REGIONAL AIRPORT; APPROVING AND RATIFYING THE TOWN MANAGER'S EXECUTION OF AN AIRPORT DEVELOPMENT REIMBURSABLE GRANT AGREEMENT IN THE AMOUNT OF $495,000.00 BETWEEN THE STATE OF ARIZONA, BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION (ADOT), AND THE TOWN OF MARANA FOR THE PURPOSE OF AIDING IN FINANCING THE RUNWAY 30 SAFETY AREA MITIGATION DESIGN (GRANT NO. E7S1Y 01D)

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

WHEREAS A.R.S. § 28-8413 authorizes the Town to accept and receive federal and other monies for the acquisition, construction, enlargement, improvement, maintenance, equipment, or operation of an airport and to enter into agreements regarding the receipt of such monies; and

WHEREAS the purpose of the Airport Development Reimbursable Grant Agreement (Grant No. E7S1Y 01D) is to provide $495,000.00 in State funding to aid in financing the Runway 30 Safety Area Mitigation Design project for the Marana Regional Airport (the "Project"); and

WHEREAS the grant agreement was signed by the Town's Manager on August 5, 2026; and

WHEREAS the terms of the grant agreement require the Town to certify certain information by resolution approved by the Marana Town Council; and

WHEREAS the Mayor and Council feel it is in the best interests of the Town and its citizens to ratify the grant agreement and to certify the information required by the agreement.

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

SECTION 1. The Town hereby certifies that (1) the Town has the legal power and authority to do all things necessary in order to undertake and carry out the Project, and

to accept, receive, and disburse grant funds from the State in aid of the Project; (2) the Town now has on deposit, or is in a position to secure, $55,000.00, or an equivalent amount represented by the Town's proposed labor and equipment costs, for the use in defraying Sponsor's share of the costs of the project; (3) the Town designates its Finance Director, Yiannis Kalaitzidis, to receive payments representing the State's share of Project costs; and (4) the Town has on file with ADOT a vendor identification and address for Project payments.

SECTION 2. The Airport Development Reimbursable Grant Agreement (Grant No. E7S1Y 01D), substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and ratified and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of September 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

Grant Number E7S1Y 01D
TOWN OF MARANA
Marana Regional Airport

Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the TOWN OF MARANA, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of Runway 30 Safety Area Mitigation Design (the "Project"), for the improvement of the TOWN OF MARANA (the "Airport").

WITNESSETH

Recitals:

1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.

2) The Arizona State Transportation Board, as approved on June 19, 2026 and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: July 17, 2026. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.

2) The Sponsor shall commence, as evidenced by dedication of staff time or resources in the furtherance of the Project, within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.

4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

1) The minimum funding participation from the Sponsor shall be Ten Percent **(10.00%)** as determined by the State.

2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be Four Hundred Ninety-Five Thousand Dollars **($495,000.00].**

3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the project required herein or _____, whichever is earlier.

4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed (NTP) within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.

5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.

6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after July 1, 2026 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

Grant Number E7S1Y 01D
TOWN OF MARANA
Marana Regional Airport

Part II

The Sponsor shall approve and attach to this agreement a resolution, or Motion, or Board Action by its governing body that certifies as follows:

1) The Sponsor has the legal power and authority:

   a) to do all things necessary, in order to undertake and carry out the Project;

   b) to accept, receive and disburse grant funds from the State in aid of the Project.

2) The Sponsor now has on deposit, or is in a position to secure Fifty-five thousand dollars ($55,000.00), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

Town of Marana General Fund
(Enter local funding type and location)

3) The Sponsor hereby designates Yiannis Kalaitzidis (Name), Finance Director (Title) to receive payments representing the State's share of project costs.

DocuSigned by:
Terry Rozema
DF159D7BD8FA4CD...
Signature of Sponsor's Representative

Town Manager, Town of Marana
Title of Representative

4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **IV0000001820**

Sponsor Vendor Address: **TOWN OF MARANA**
11555 W CIVIC CTR DR
Marana, AZ 85653

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

DS
TR

Town Manager, Town of Marana
8/5/2026

Grant Number E7S1Y 01D
TOWN OF MARANA
Marana Regional Airport

Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____

Title: MPD Division Director

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

SPONSOR:

TOWN OF MARANA
Marana Regional Airport

DocuSigned by:
By: Terry Rozema
DE159D7BD8EA4CD...

Title: Town Manager, Town of Marana

Date: 8/5/2026

WITNESSED BY:

Signed by:
Signature: Danielle Tanner
A9A4F8FA27584D7...

Print Name: Danielle Tanner

Date: 8/7/2026

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.

2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.

3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.

4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.

5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.

6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).

7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.

8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map

included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

9) Public Hearings: In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.

3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.

2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.

3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:

   a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;

c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;

d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.

4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.

6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:

a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and

b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.

8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:

   a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;

   b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;

   c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;

   d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.

2) All contracts shall stipulate and make clear:

   a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;

   b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.

   c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

3) **Liability of Subcontractors**

1) It shall be the responsibility of the Sponsor to ensure through contractual agreement that any independent contractor, subcontractors, or sub consultants utilized by the Sponsor, defend, indemnify, save, and hold harmless the State and any of their departments, divisions, agencies, officers, or employees who may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of any error, negligence, omissions, or act of the independent contractor, subcontractor, or sub consultant.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.

2) Performing work for a client or having an interest which conflicts with this contract.

Reports

1) Reimbursement Requirements

a). The Sponsor shall submit quarterly Grant Reimbursement Requests (GRR's) to the Aeronautics Grant Manager after the date of the grant agreement has been signed by both Sponsor and State.

b). The Sponsor shall prepare quarterly (GRR) forms with the appropriate invoices attached which clearly indicate the project's progress to date and the amount of reimbursement due by virtue of that progress. All GRR's for payment shall be for work completed unless otherwise agreed to by State.

(i). The State has the right to withhold reimbursement payments if the Sponsor does not fill out the State GRR form correctly. If the State does decide to withhold payments to the Sponsor for any reason, it must provide written notification and an explanation to the Sponsor within ten (10) days of the date of the invoice submitted.

c). The State has the right to suspend any current or future grants should the Sponsor neglect to make a grant reimbursement request after 180 days as stated on the **Projected Reimbursement Requests / State Cash Flow** section of the grant agreement under Exhibit C, Schedule 2.

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

d). An Airport may be awarded a pavement management agreement through the State's Airport Pavement Management System (APMS Program). Sponsors receiving APMS treatment will be responsible for 10% of the eligible construction cost. Outstanding balances after final costs reconciliation shall be paid to the State upon written notice. Any unpaid balance by the Sponsor can result in suspension of participation in the State's Airport Pavement Management System and State/Local Grants.

2) The Sponsor shall submit quarterly status reports beginning from after the date of the grant agreement has been signed by both Sponsor and State until receipt of the Sponsor closeout letter. Construction related grants require the Sponsor to submit weekly reports during construction defined as the time period from contractor NTP until final inspection. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copy of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this Agreement, the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Sponsor") agrees to comply with the following non-discrimination statutes and authorities, Including but not limited to:

1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation –Effectuation of Title VI of The Civil Rights Act of 1964);
3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5) The Age Discrimination Act of 1975, as amended, (42 U.S. C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs of activities" to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10) Executive Order 12898, Federal Actions to Address Environmental justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin, discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C 1681 et. Seq.).

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

13) All parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter 1 – Federal Aviation Administration, Department of Transportation) and Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.

2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).

3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.

4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).

5) "Sponsor Force Account" contribution (if applicable).

6) "Contingencies" (not to exceed 5% of construction costs).

7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. Unless a Sponsor has requested a match to a Federal grant the Sponsor shall submit for a Design Review with the State at approximately the thirty percent (30%) completion point in the design and at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance –

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

Grant Number E7S1Y 01D
TOWN OF MARANA
Marana Regional Airport

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Runway 30 Safety Area Mitigation Design

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	$ 540,000	$ 54,000	$ 0	$ 486,000
Construction	$ 0	$ 0	$ 0	$ 0
Construction Engineering	$ 0	$ 0	$ 0	$ 0
Sponsor Administration**	$ 10,000	$ 1,000	$ 0	$ 9,000
Sponsor Force Account Work***	$ 0	$ 0	$ 0	$ 0
Contingencies	$ 0	$ 0	$ 0	$ 0
Total Project Costs	$ 550,000	$ 55,000	$ 0	$ 495,000

*Total of this column to be used in Schedule Two.
** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.
*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

The project plan will be attached to the end of the document and will be considered Page 22 of 22.

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

Grant Number E7S1Y 01D
TOWN OF MARANA
Marana Regional Airport

Schedule Two
Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.

2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. $540 or $1,300).

3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: $495,000.00

Projected Reimbursement Requests / State Cash Flow						
Calendar Year	Jan	Feb	Mar	Apr	May	Jun
2026	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
2027	$ 30,000	$ 30,000	$ 40,000	$ 10,000	$ 30,000	$ 40,000
2028	$ 30,000	$ 10,000	$ 30,000	$ 15,000	$ 0	$ 0
2029	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
2030	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Calendar Year	Jul	Aug	Sep	Oct	Nov	Dec
2026	$ 0	$ 0	$ 0	$ 10,000	$ 20,000	$ 20,000
2027	$ 40,000	$ 40,000	$ 40,000	$ 10,000	$ 30,000	$ 20,000
2028	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
2029	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
2030	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

Grant Number E7S1Y 01D
TOWN OF MARANA
Marana Regional Airport

Schedule Three
Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

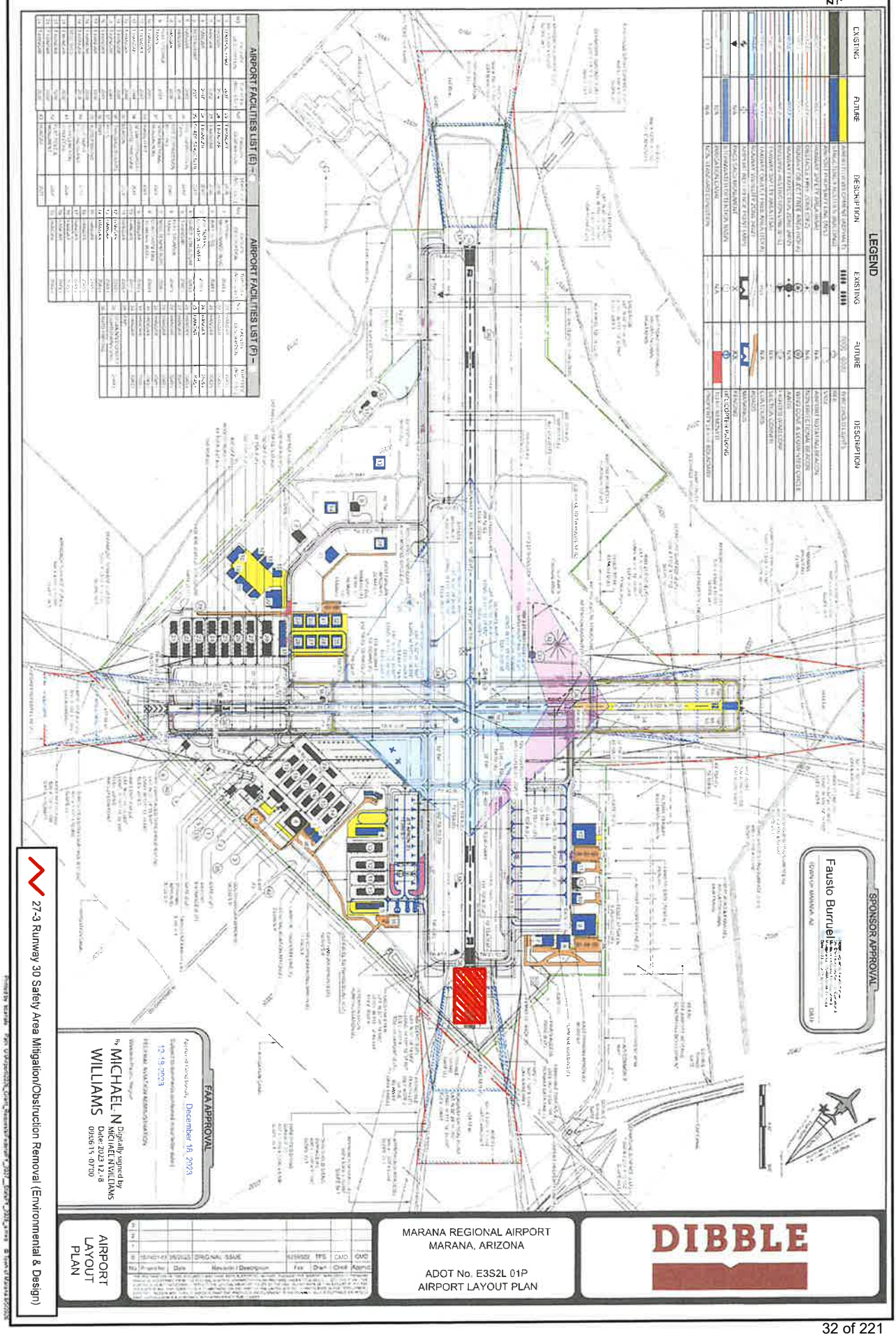
1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
3) The Bidding Phase typically should be sixty (60) days or less.
4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*	N/A	N/A	N/A	N/A	N/A
Submit Contract for State Review/Approval	N/A	N/A	N/A	N/A	N/A
Award Consultant Contract	N/A	N/A	N/A	N/A	N/A
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design	180	10/01/2026	N/A	03/31/2027	N/A
Conduct 30% Design Review/Approval	15	04/01/2027	N/A	04/15/2027	N/A
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval	355	04/16/2027	N/A	04/05/2028	N/A
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval	N/A	N/A	N/A	N/A	N/A
Issue Invitation for Bids	N/A	N/A	N/A	N/A	N/A
Submit Bid Tab for State Review/Approval	N/A	N/A	N/A	N/A	N/A
Award Construction Contract/Submit to the State	N/A	N/A	N/A	N/A	N/A
Construction Phase					
Pre-Construction Meeting	N/A	N/A	N/A	N/A	N/A
Issue NTP – Begin Construction	N/A	N/A	N/A	N/A	N/A
Final Inspection	N/A	N/A	N/A	N/A	N/A
Submit As-Builts & Final Documentation	N/A	N/A	N/A	N/A	N/A
Submit Final Reimbursement Request and Sponsor Closeout Letter	90	04/06/2028	N/A	07/02/2028	N/A

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

Federal FY 2027/State FY 2028



Council-Regular Meeting **C2**

Meeting Date: 09/01/2026

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Melissa Weimer, Grants Manager

Date: September 1, 2026

Strategic Plan Focus Area:
Thriving Commerce

Subject: Resolution No. 2026-061: Relating to the Marana Regional Airport; approving and ratifying the Town Manager's execution of an Airport Development Reimbursable Grant Agreement in the amount of $135,000.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Taxiway A MITL Rehabilitation - Design (Grant No. E7S1Z 01D) (Fausto Burruel)

Discussion:

The Arizona Department of Transportation (ADOT), through its Multimodal Planning Division (the "State"), has provided the Town of Marana (the "Sponsor") a grant agreement from State funds for the purpose of aiding in an upcoming project at the Marana Regional Airport.

The Taxiway A MITL Rehabilitation-Design project (Grant No. E7S1Z 01D) will fund improvements at Marana Regional Airport. The total project cost is $150,000; the maximum reimbursement available from the State to the Sponsor for this agreement is $135,000 (90% of the total cost). The minimum funding participation from the Town is 10% of the total cost ($15,000). If approved, the grant agreement would provide for partial funding for work performed from October 2026 and expected to be completed by June 2027.

The agreement with ADOT requires the Town to approve and attach to the agreement a resolution by the Town Council certifying the following:

1) The Town has the legal power and authority to do all things necessary, in order to undertake and carry out the project, and to accept, receive, and disburse grant funds from the State in aid of the project.
2) The Town now has on deposit, or is in a position to secure, $15,000.00, or an equivalent amount represented by the Town's proposed labor and equipment costs, for the use in defraying Sponsor's share of the costs of the project.
3) The Town designates its Finance Director, Yiannis Kalaitzidis, to receive payments representing the State's share of project costs.
4) The Town has on file with ADOT the requisite vendor identification and address information for project payments.

Financial Impact:

Fiscal Year:	2027
Budgeted Y/N:	Y
Amount:	$135,000.00

Budget authority exists in the Airport Capital fund as part of the overall project budget.

Staff Recommendation:
Staff recommends approval of Resolution No. 2026-061.

Suggested Motion:
I move to adopt Resolution No. 2026-061, approving and ratifying the Town Manager's execution of an Airport Development Reimbursable Grant Agreement in the amount of $135,000.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Taxiway A MITL Rehabilitation - Design (Grant No. E7S1Z 01D).

Attachments

Resolution No. 2026-061
Exhibit A to Resolution No. 2026-061

MARANA RESOLUTION NO. 2026-061

RELATING TO THE MARANA REGIONAL AIRPORT; APPROVING AND RATIFYING THE TOWN MANAGER'S EXECUTION OF AN AIRPORT DEVELOPMENT REIMBURSABLE GRANT AGREEMENT IN THE AMOUNT OF $135,000.00 BETWEEN THE STATE OF ARIZONA, BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION (ADOT), AND THE TOWN OF MARANA FOR THE PURPOSE OF AIDING IN FINANCING THE TAXIWAY A MITL REHABILITATION - DESIGN (GRANT NO. E7S1Z 01D)

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

WHEREAS A.R.S. § 28-8413 authorizes the Town to accept and receive federal and other monies for the acquisition, construction, enlargement, improvement, maintenance, equipment, or operation of an airport and to enter into agreements regarding the receipt of such monies; and

WHEREAS the purpose of the Airport Development Reimbursable Grant Agreement (Grant No. E7S1Z 01D) is to provide $135,000.00 in State funding to aid in financing the Taxiway A MITL Rehabilitation - Design for the Marana Regional Airport (the "Project"); and

WHEREAS the grant agreement was signed by the Town's Manager on August 5, 2026; and

WHEREAS the terms of the grant agreement require the Town to certify certain information by resolution approved by the Marana Town Council; and

WHEREAS the Mayor and Council feel it is in the best interests of the Town and its citizens to ratify the grant agreement and to certify the information required by the agreement.

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

SECTION 1. The Town hereby certifies that (1) the Town has the legal power and authority to do all things necessary in order to undertake and carry out the Project, and

to accept, receive, and disburse grant funds from the State in aid of the Project; (2) the Town now has on deposit, or is in a position to secure, $15,000.00, or an equivalent amount represented by the Town's proposed labor and equipment costs, for the use in defraying Sponsor's share of the costs of the project; (3) the Town designates its Finance Director, Yiannis Kalaitzidis, to receive payments representing the State's share of Project costs; and (4) the Town has on file with ADOT a vendor identification and address for Project payments.

SECTION 2. The Airport Development Reimbursable Grant Agreement (Grant No. E7S1Z 01D), substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and ratified and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of September 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

Grant Number E7S1Z 01D
TOWN OF MARANA
Marana Regional Airport

Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into 8/11/2026, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the TOWN OF MARANA , a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of Taxiway A MITL Rehabilitation - Design (the "Project"), for the improvement of the TOWN OF MARANA (the "Airport").

WITNESSETH

Recitals:

1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.

2) The Arizona State Transportation Board, as approved on June 19, 2026 and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: July 17, 2026. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.

2) The Sponsor shall commence, as evidenced by dedication of staff time or resources in the furtherance of the Project, within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.

4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

1) The minimum funding participation from the Sponsor shall be Ten Percent **(10.00%)** as determined by the State.

2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be One Hundred Thirty-Five Thousand Dollars **($135,000.00).**

3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the project required herein or 8/11/2030, whichever is earlier.

4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed (NTP) within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.

5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.

6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after July 1, 2026 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

Grant Number E7S1Z 01D
TOWN OF MARANA
Marana Regional Airport

Part II

The Sponsor shall approve and attach to this agreement a resolution, or Motion, or Board Action by its governing body that certifies as follows:

1) The Sponsor has the legal power and authority:

   a) to do all things necessary, in order to undertake and carry out the Project;

   b) to accept, receive and disburse grant funds from the State in aid of the Project.

2) The Sponsor now has on deposit, or is in a position to secure Fifteen thousand dollars ($15,000.00), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

Town of Marana General Funds
(Enter local funding type and location)

3) The Sponsor hereby designates Yiannis Kalaitzidis (Name), Finance Director (Title) to receive payments representing the State's share of project costs.

DocuSigned by:
Terry Rozema
DF159D78D8FA4CD...
Signature of Sponsor's Representative

Town Manager, Town of Marana
Title of Representative

4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **IV0000001820**

Sponsor Vendor Address: **TOWN OF MARANA**
11555 W CIVIC CTR DR
Marana, AZ 85653

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

DS
TR

Town Manager, Town of Marana
8/5/2026

Grant Number E7S1Z 01D
TOWN OF MARANA
Marana Regional Airport

Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: Signed by: Justin Feek 32F048BB8CD8477...
Title: MPD Division Director
Date: 8/11/2026

WITNESSED BY:

Signature: Signed by: Sonia Pizano 595A3B8E4A304BE...
Print Name: Sonia Pizano
Date: 8/11/2026

SPONSOR:

TOWN OF MARANA
Marana Regional Airport

By: DocuSigned by: Terry Rozema DF159D7BD8FA4CD...
Title: Town Manager, Town of Marana
Date: 8/5/2026

WITNESSED BY:

Signature: Signed by: Danielle Tanner A9A4FBFA27584D7...
Print Name: Danielle Tanner
Date: 8/11/2026

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.

2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.

3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.

4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.

5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.

6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).

7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.

8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map

included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

9) Public Hearings: In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.

3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.

2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.

3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:

   a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;

c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;

d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.

4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.

6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:

a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and

b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.

8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current

associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:

   a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;

   b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;

   c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;

   d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.

2) All contracts shall stipulate and make clear:

   a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;

   b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.

   c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

3) **Liability of Subcontractors**

1) It shall be the responsibility of the Sponsor to ensure through contractual agreement that any independent contractor, subcontractors, or sub consultants utilized by the Sponsor, defend, indemnify, save, and hold harmless the State and any of their departments, divisions, agencies, officers, or employees who may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of any error, negligence, omissions, or act of the independent contractor, subcontractor, or sub consultant.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.

2) Performing work for a client or having an interest which conflicts with this contract.

Reports

1) Reimbursement Requirements

a). The Sponsor shall submit quarterly Grant Reimbursement Requests (GRR's) to the Aeronautics Grant Manager after the date of the grant agreement has been signed by both Sponsor and State.

b). The Sponsor shall prepare quarterly (GRR) forms with the appropriate invoices attached which clearly indicate the project's progress to date and the amount of reimbursement due by virtue of that progress. All GRR's for payment shall be for work completed unless otherwise agreed to by State.

(i). The State has the right to withhold reimbursement payments if the Sponsor does not fill out the State GRR form correctly. If the State does decide to withhold payments to the Sponsor for any reason, it must provide written notification and an explanation to the Sponsor within ten (10) days of the date of the invoice submitted.

c). The State has the right to suspend any current or future grants should the Sponsor neglect to make a grant reimbursement request after 180 days as stated on the **Projected Reimbursement Requests / State Cash Flow** section of the grant agreement under Exhibit C, Schedule 2.

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

d). An Airport may be awarded a pavement management agreement through the State's Airport Pavement Management System (APMS Program). Sponsors receiving APMS treatment will be responsible for 10% of the eligible construction cost. Outstanding balances after final costs reconciliation shall be paid to the State upon written notice. Any unpaid balance by the Sponsor can result in suspension of participation in the State's Airport Pavement Management System and State/Local Grants.

2) The Sponsor shall submit quarterly status reports beginning from after the date of the grant agreement has been signed by both Sponsor and State until receipt of the Sponsor closeout letter. Construction related grants require the Sponsor to submit weekly reports during construction defined as the time period from contractor NTP until final inspection. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copy of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this Agreement, the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Sponsor") agrees to comply with the following non-discrimination statutes and authorities, Including but not limited to:

1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation –Effectuation of Title VI of The Civil Rights Act of 1964);
3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5) The Age Discrimination Act of 1975, as amended, (42 U.S. C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs of activities" to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10) Executive Order 12898, Federal Actions to Address Environmental justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin, discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C 1681 et. Seq.).

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

13) All parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter 1 – Federal Aviation Administration, Department of Transportation) and Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.

2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).

3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.

4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).

5) "Sponsor Force Account" contribution (if applicable).

6) "Contingencies" (not to exceed 5% of construction costs).

7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. Unless a Sponsor has requested a match to a Federal grant the Sponsor shall submit for a Design Review with the State at approximately the thirty percent (30%) completion point in the design and at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance –

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

Grant Number E7S1Z 01D
TOWN OF MARANA
Marana Regional Airport

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Taxiway A MITL Rehabilitation - Design

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	$ 145,000	$ 14,500	$ 0	$ 130,500
Construction	$ 0	$ 0	$ 0	$ 0
Construction Engineering	$ 0	$ 0	$ 0	$ 0
Sponsor Administration**	$ 5,000	$ 500	$ 0	$ 4,500
Sponsor Force Account Work***	$ 0	$ 0	$ 0	$ 0
Contingencies	$ 0	$ 0	$ 0	$ 0
Total Project Costs	$ 150,000	$ 15,000	$ 0	$ 135,000

*Total of this column to be used in Schedule Two.
** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.
*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

The project plan will be attached to the end of the document and will be considered Page 22 of 22.

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

Grant Number E7S1Z 01D
TOWN OF MARANA
Marana Regional Airport

Schedule Two
Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.

2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. $540 or $1,300).

3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: $135,000.00

Projected Reimbursement Requests / State Cash Flow						
Calendar Year	Jan	Feb	Mar	Apr	May	Jun
2026	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
2027	$ 20,000	$ 15,000	$ 25,000	$ 20,000	$ 20,000	$ 10,000
2028	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
2029	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
2030	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Calendar Year	Jul	Aug	Sep	Oct	Nov	Dec
2026	$ 0	$ 0	$ 0	$ 5,000	$ 10,000	$ 10,000
2027	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
2028	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
2029	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
2030	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Docusign Envelope ID: 83522A83-BB8D-8909-83D7-4755124D47CB

Grant Number E7S1Z 01D
TOWN OF MARANA
Marana Regional Airport

Schedule Three
Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
3) The Bidding Phase typically should be sixty (60) days or less.
4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
5) The State review periods should be fifteen (15) days.

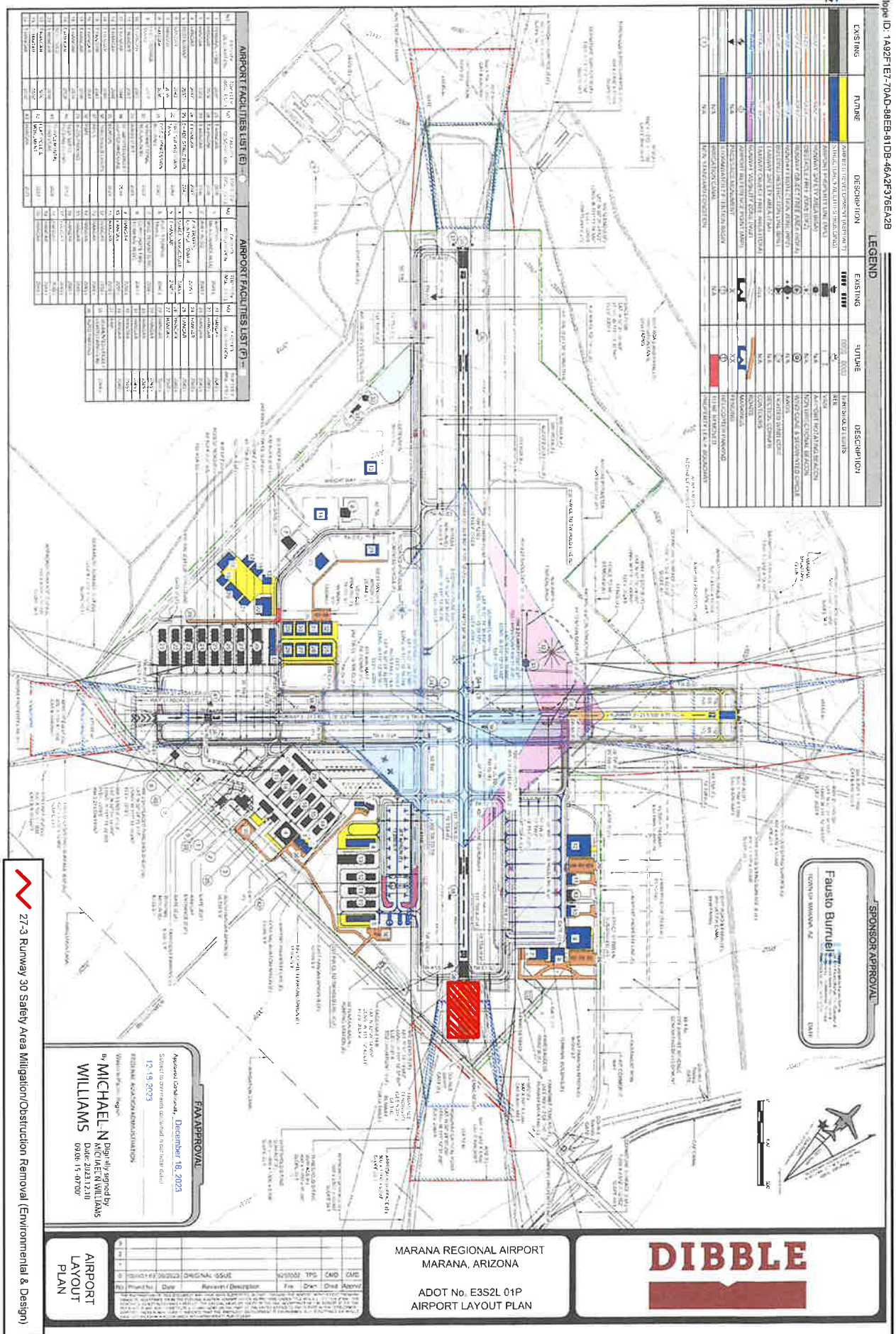
Design/Construction Milestone Schedule

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*	N/A	N/A	N/A	N/A	N/A
Submit Contract for State Review/Approval	N/A	N/A	N/A	N/A	N/A
Award Consultant Contract	N/A	N/A	N/A	N/A	N/A
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design	135	10/01/2026	N/A	02/15/2027	N/A
Conduct 30% Design Review/Approval	15	02/16/2027	N/A	03/03/2027	N/A
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval	120	03/04/2027	N/A	06/30/2027	N/A
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval	N/A	N/A	N/A	N/A	N/A
Issue Invitation for Bids	N/A	N/A	N/A	N/A	N/A
Submit Bid Tab for State Review/Approval	N/A	N/A	N/A	N/A	N/A
Award Construction Contract/Submit to the State	N/A	N/A	N/A	N/A	N/A
Construction Phase					
Pre-Construction Meeting	N/A	N/A	N/A	N/A	N/A
Issue NTP – Begin Construction	N/A	N/A	N/A	N/A	N/A
Final Inspection	N/A	N/A	N/A	N/A	N/A
Submit As-Builts & Final Documentation	N/A	N/A	N/A	N/A	N/A
Submit Final Reimbursement Request and Sponsor Closeout Letter	90	07/01/2028	N/A	09/30/2028	N/A

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

Docusign Envelope ID: 1A92F1E7-70AD-88EB-81DB-46A2F376EA2B

Federal FY 2027/State FY 2028



Council-Regular Meeting **C3**

Meeting Date: 09/01/2026

To: Mayor and Council

Submitted For: Wayne Barnett, Director Parks & Recreation

From: Julia Cramer, Assistant to the Town Manager

Date: September 1, 2026

Strategic Plan Focus Area:
Healthy Lifestyles

Strategic Plan Focus Area Additional Info:
Supporting Goal 4.1: Offer a wide variety of recreational programs and amenities for residents of all ages and abilities.

Subject: Resolution No. 2026-062: Relating to Parks and Recreation; approving and authorizing the acceptance of grant funding from Gila River Indian Community State-Shared Revenue Program funds for program and supply costs for swim lessons at the Marana Aquatic and Recreation Center; and approving and authorizing the Town Manager to sign any and all documents required to accept the grant (Wayne Barnett)

Discussion:
The Parks and Recreation Department strives to offer a wide variety of services for Marana residents of all ages. The Marana Aquatic and Recreation Center (MARC) opened in May 2025 to serve the community. During the summer of 2026, the MARC had an average of 1,095 daily visits. The Town of Marana's Swim Lesson program serves youth ages 6 months to 12 years as a safety initiative to prevent drowning and is open to residents and non-residents of the Marana Community.

The Town of Marana will serve up to 720 children and their families through the swim lesson program April through September 2027 free of charge. Funding will support the cost of providing the lessons, including registration fees, lesson plans, wristbands, toys, and progress tokens for participants.

The passage of Proposition 202 by the voters of Arizona in November 2002 set the stage for new gaming compacts between the State and the respective tribes. An important provision of Proposition 202 is the sharing of gaming revenues with the State. A portion of the revenue to be shared can be retained by a tribe and distributed by the tribe itself.

Specifically, Proposition 202 states: "The Tribe shall make twelve percent (12%) of its total annual contribution under Section 12(B) in either or both of the following forms: (1) Distributions to cities, towns, or counties for government services that benefit the general public, including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development. (2) Deposits to the Commerce and Economic Development Commission Local Communities Fund established by A.R.S. Section 41-1505.12." The Gila River Indian Community (GRIC) has opted for option one above and therefore distributes these "12 percent" funds directly to cities, towns, or counties through our State Shared Revenue Grants Program. Since 2003, the Gila River Indian Community has contributed over 95 million dollars to Arizona communities through this revenue sharing program alone.

The Marana Parks & Recreation Department, Community Swim Lessons, has been selected to receive a grant award in the amount of $28,000.00. In accordance with GRIC guidelines, in order to move this application forward through the final approval process, a resolution from the Town of Marana approving and authorizing the acceptance of the funds for the purposes outlined in the grant application is required. This document must be provided no later than September 25, 2026.

Financial Impact:

Fiscal Year:	2027
Budgeted Y/N:	Y
Amount:	$28,000.00

Budget capacity is available for this grant in Fund 2015.

Staff Recommendation:

Staff recommends approval of Resolution No. 2026-062.

Suggested Motion:

I move to adopt Resolution No. 2026-062, approving and authorizing the acceptance of grant funding from Gila River Indian Community State-Shared Revenue Program funds for program and supply costs for swim lessons at the Marana Aquatic and Recreation Center; and approving and authorizing the Town Manager to sign any and all documents required to accept the grant.

MARANA RESOLUTION NO. 2026-062

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING FROM GILA RIVER INDIAN COMMUNITY STATE-SHARED REVENUE PROGRAM FUNDS FOR PROGRAM AND SUPPLY COSTS FOR SWIM LESSONS AT THE MARANA AQUATIC AND RECREATION CENTER; AND APPROVING AND AUTHORIZING THE TOWN MANAGER TO SIGN ANY AND ALL DOCUMENTS REQUIRED TO ACCEPT THE GRANT

WHEREAS the Gila River Indian Community, through their State-Shared Revenue Program, provides funds to cities, towns, and counties related to government services in the areas of economic development, education, healthcare, public safety, and transportation; and

WHEREAS the Town of Marana's Gila River Indian Community Grant Application (Grant Cycle 2026) dated March 27, 2026 (the "Grant Application") submitted to the Gila River State-Shared Revenue Program has been recommended for approval, and the Town of Marana is willing to accept $28,000.00 in grant funding to be paid over a period of one year for the Marana Parks & Recreation Department's 2027 Swim Lesson Program offered at the Marana Aquatic and Recreation Center; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the acceptance of grant funding in the amount of $28,000.00, to be paid to the Town of Marana over a period of one year from the Gila River Indian Community State-Shared Revenue Program funds for the purposes outlined in the Town's Grant Application, is hereby authorized and approved.

IT IS FURTHER RESOLVED that the Town Manager is hereby authorized and directed to sign any and all documents necessary to fulfill the acceptance requirements of the Gila River Indian Community State-Shared Revenue Program, and the Town Manager and staff are hereby authorized and directed to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the grant.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of September, 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C4**

Meeting Date: 09/01/2026

To: Mayor and Council

From: Jill McCleary, Town Clerk

Date: September 1, 2026

Subject: Approval of Special Council Meeting Summary Minutes of August 17, 2026 (Jill McCleary)

Attachments

Special Council Meeting Summary Minutes, 08-17-2026

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 17, 2026, 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

No speaker cards were submitted.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Murphy reported that approximately 300 members of the public attended the first event at the Heritage Arena. She also announced that mutton busting registration for the Fall Festival had sold out, with 90 participants registered.

Council Member Cavanaugh reported attending a Morrison Institute summer policy retreat at Arizona State University. He stated that topics included Arizona's water outlook and data centers.

Council Member Comerford commented on the importance of maintaining strong relationships in government and addressed remarks made during the recent election season. She also welcomed **Andrea De La Cruz** to her new role as Assistant Town Manager and congratulated her on the promotion.

Vice Mayor Ziegler thanked Public Works staff for repainting the speed hump markings in Continental Ranch and commented on her involvement in political activities related to Legislative District 17.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema reported that 28 single-family residential permits had been issued so far in August, compared with 39 during August 2025. **Mr. Rozema** also reported on **Congressman Juan Ciscomani's** visit to Marana to discuss improvements to the Marana Road/I-10 interchange and stated that **Congressman Ciscomani** committed to working to secure $3 million toward the approximately $9 million project. **Mr. Rozema** also reported on the new artwork at Rattlesnake Pass, a $28,000 grant from the Gila River Indian Community to provide free swim lessons for approximately 720 children, public engagement for the Parks and Recreation Master Plan update, $50,000 in cooperative marketing funds awarded to Discover Marana, and Discover Marana's award for best marketing campaign in the southern region.

Vice Mayor Ziegler thanked staff for their work securing grant funding.

PRESENTATIONS

CONSENT AGENDA

C1 Ordinance No. 2026.014: Relating to Procurement; amending Marana Town Code Title 3 (Administration), Chapter 3-4 (Procurement), Section 3-4-15 (Public Improvements) to add language prescribing a higher maximum dollar limit in the

amount of $3,000,000 for individual job order contracts pursuant to A.R.S. § 34-605(F)(1); and declaring an emergency (Yiannis Kalaitzidis)

C2 Resolution No. 2026-058: Relating to Utilities; approving and authorizing the Mayor to sign the "Intergovernmental Agreement between Pima County and Town of Marana for Usage of extra storage capacity at Marana High Plains Effluent Recharge Project"; and rescinding Marana Resolution No. 2025-120 (Jerry Huerstel)

C3 Relating to Procurement; approving a change order to the contract with Carollo in the amount of $71,281 for the Water Reclamation Facility expansion project design (WR023) and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Mike Osborne)

Council Member Kai moved to approve the Consent Agenda. Vice Mayor Ziegler seconded the motion. The Town Clerk conducted a roll call vote. All Council Members voted Aye. Motion passed, 7-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2026-059: Relating to Development; approving and authorizing the Mayor to execute the Second Amendment to Marana Main Street Development Agreement and Right-of-Way License (Jane Fairall)

Town Attorney Jane Fairall presented the proposed Second Amendment to the Marana Main Street Development Agreement. She explained that the amendment would extend the deadline for completion of Main Street and Center Street from June 1, 2021, to the actual substantial completion date of July 12, 2024, allowing the Town to reimburse the developer $300,000 from the Downtown Marana Reinvestment Fund. The amendment would also reimburse the developer $19,265.89 for the Town's share of water and irrigation-related costs and incorporate an updated implementation plan for the remaining undeveloped portions of the property.

Council Member Cavanaugh asked for clarification regarding the $19,265.89 reimbursement. **Ms. Fairall** explained that the amount primarily covered the Town's share of water bills for irrigation prior to the Town assuming responsibility for the water account in October 2024, as well as certain irrigation equipment installed within the Main Street and Center Street rights-of-way.

Vice Mayor Ziegler moved to adopt Resolution No. 2026-059. Council Member Kai seconded the motion. Motion passed, 7-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

EXECUTIVE SESSIONS

Mayor Post asked for a motion to go into executive session on Item E2.

Vice Mayor Ziegler moved to go into executive session on Item E2. Council Member Cavanaugh seconded the motion. Motion passed, 7-0.

[An executive session was held on Item E2 below, beginning at 6:19 PM and concluding at 6:50 PM.]

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

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

E2 Executive Session pursuant to A.R.S. § 38-431.03(A)(4) to consider the Council's position and instruct the Town's attorneys regarding settlement discussions to resolve litigation in *Town of Marana v. Mandarina South, LLC, et al,* Pima County Superior Court case number C20241394.

Mayor Post stated no action was necessary following the executive session.

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

DRAFT

Mayor Post asked for a motion to adjourn.

Council Member Kai moved to adjourn the meeting. Council Member Comerford seconded the motion. Motion passed, 7-0. The meeting was adjourned at 6:52 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the special Town Council meeting held on August 17, 2026. I further certify that a quorum was present.

_____

Jill McCleary, Town Clerk

DRAFT

Council-Regular Meeting **A1**

Meeting Date: 09/01/2026

To: Mayor and Council

Submitted For: Terry Rozema, Town Manager

From: Julia Cramer, Assistant to the Town Manager

Date: September 1, 2026

Strategic Plan Focus Area:
Healthy Lifestyles

Strategic Plan Focus Area Additional Info:
Related to Goal 4.2: Identify open space areas and balance with the needs of the community.

Subject: Resolution No. 2026-063: Relating to Wildlife Conservation; designating the Marana portion of the Critical Landscape Connection identified in the *Conservation Lands System* as the William Shaw Wildlife Corridor (Terry Rozema)

Discussion:

In 1986, Dr. William W. Shaw, Ecologist and Professor of Wildlife and Fisheries Science at the University of Arizona, published *Critical and Sensitive Wildlife Habitats of Eastern Pima County*, commonly known for Dr. Shaw's "*Bunny Map*." His study identified important wildlife habitats and movement corridors in the region, including the corridor around the Garcia Strip of the Tohono O'odham Nation connecting the Ironwood Forest National Monument area to the Tucson Mountains, and the connection from the Tucson Mountains to the Tortolita Fan and Tortolita Mountains across the I-10/Santa Cruz River.

In 1999, Dr. Shaw contributed to the development of Pima County's Sonoran Desert Conservation Plan and the *Conservation Lands System*, which is marking its 25th anniversary in 2026. The *Conservation Lands System* identifies six critical landscape connections, including the corridor crossing the I-10/Santa Cruz River in Marana.

Designating this segment as the William Shaw Wildlife Corridor honors Dr. Shaw's leadership and expertise in advancing regional wildlife conservation, including the recognition and protection of wildlife corridors that benefit the Greater Marana area and its natural resources.

This item is on tonight's agenda for discussion concerning the designation of the Marana portion of the wildlife corridor across the I-10/Santa Cruz River, as identified in the "*Bunny Map*" and Pima County's *Conservation Lands System*, as the William Shaw Wildlife Corridor.

Staff Recommendation:

Staff recommends approval of Resolution No. 2026-063.

Suggested Motion:

I move to adopt Resolution No. 2026-063, designating the Marana portion of the Critical Landscape Connection identified in the *Conservation Lands System* as the William Shaw Wildlife Corridor.

Attachments

Resolution No. 2026-063
Dr. Shaw's 1986 "Bunny Map"

MARANA RESOLUTION NO. 2026-063

RELATING TO WILDLIFE CONSERVATION; DESIGNATING THE MARANA PORTION OF THE CRITICAL LANDSCAPE CONNECTION IDENTIFIED IN THE CONSERVATION LANDS SYSTEM AS THE WILLIAM SHAW WILDLIFE CORRIDOR

WHEREAS in 1986 Dr. William W. Shaw, Ecologist and Professor of Wildlife and Fisheries Science at the University of Arizona's School of Natural Resources and the Environment, published his report titled *Critical and Sensitive Wildlife Habitats of Eastern Pima County*, commonly known for Dr. Shaw's "*Bunny Map*"; and

WHEREAS Dr. Shaw was the first ecologist to recognize the geographic isolation of the Tucson Mountains, and his study marked the first effort in his field to incorporate considerations for wildlife habitats and movement corridors into local land-use planning in Pima County; and

WHEREAS the wildlife movement corridor around the Garcia Strip of the Tohono O'odham Nation that connects what is now the Ironwood Forest National Monument, including the Roskruge and Silverbell Mountains, to the Tucson Mountains, and then connects the Tucson Mountains to the Tortolita Fan and Tortolita Mountains across the I-10/Santa Cruz River, were both first identified in the "*Bunny Map*"; and

WHEREAS in 1999 Dr. Shaw made significant contributions to the development of Pima County's Sonoran Desert Conservation Plan and the *Conservation Lands System*, now celebrating its 25th anniversary in 2026; and

WHEREAS the wildlife movement corridor is one of six identified by Pima County's *Conservation Lands System* as a critical landscape connection; and

WHEREAS the Mayor and Council of the Town of Marana wish to honor Dr. Shaw's leadership and expertise in advancing regional wildlife conservation, including the recognition and protection of wildlife corridors that benefit the Greater Marana area and its natural resources.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Town of Marana hereby designates the Marana portion of the wildlife corridor across the I-10/Santa Cruz River, as identified in the "*Bunny Map*" and Pima County's *Conservation Lands System*, as the William Shaw Wildlife Corridor.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out

the terms, obligations, and objectives of this resolution, including but not limited to, taking the necessary measures to ensure that the designation of the William Shaw Wildlife Corridor is reflected on Town maps where appropriate.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of September, 2026.

_____
Mayor Jon Post

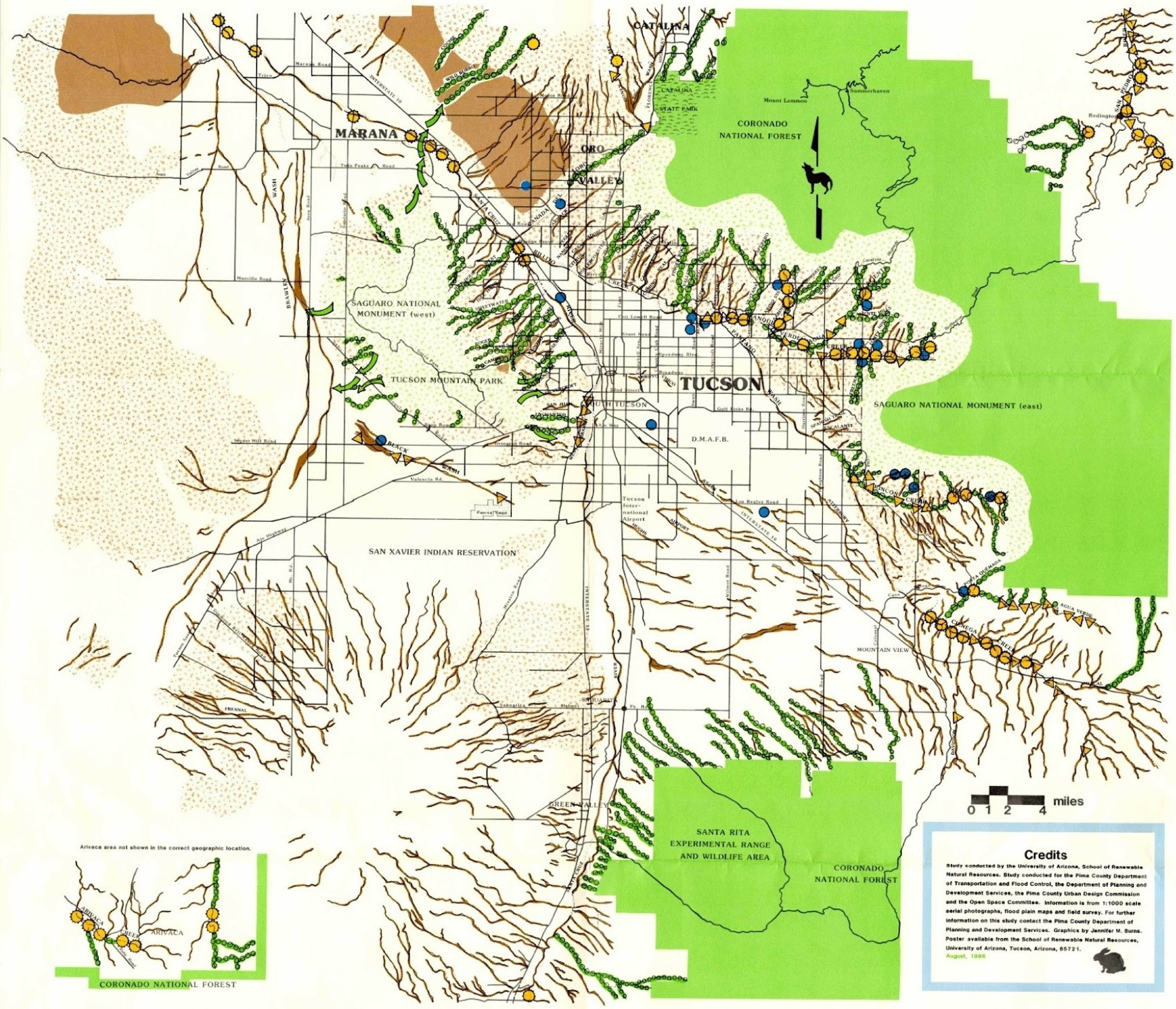
ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Critical and Sensitive WILDLIFE HABITATS of Eastern Pima County



Credits

Study conducted by the University of Arizona, School of Renewable Natural Resources. Study conducted for the Pima County Department of Transportation and Flood Control, the Department of Planning and Development Services, the Pima County Urban Design Commission and the Open Space Committee. Information is from 1:1000 scale aerial photographs, flood plain maps and field survey. For further information on this study contact the Pima County Department of Planning and Development Services. Graphics by Jennifer M. Burns. Poster available from the School of Renewable Natural Resources, University of Arizona, Tucson, Arizona, 85721.

August, 1986

CLASS I HABITATS

Deciduous Riparian Woodland

These linear forests of large cottonwoods, willows and other deciduous trees exist along the banks of major washes. These areas are very important to migratory birds, nesting hawks, and large mammals.

Mesquite Bosque

Large mesquites form a forest-like area in the floodplains of major desert streams. These areas are very important to many beautiful and interesting desert songbirds such as dove and phainopepla and to mammals such as racoon.

Important Wildlife Movement Corridors

These are natural corridors which large mammals, such as deer and javelina, use to move from one part of their range to another. These corridors allow wildlife to travel to areas with better food or water sources in the summer.

Major Extensions Of Riparian Habitat From Protected Areas

The riparian habitats that extend into the urban areas from large parks and forests support a wide variety of desert wildlife and serve as routes for animal movements. These areas are valuable for recreational activities such as horseback riding and hiking.

Lakes, Ponds, And Wetlands With Adjacent Plant Cover

Desert water sources are extremely important for wildlife. They are used by migratory songbirds and unusual southern arizonan birds, and by ducks and geese throughout the winter. Wetlands are also used by many mammals, amphibians and fish. Ponds and wetlands can provide attractive recreational environments for picnicking and birdwatching.

CLASS II HABITATS

Major Segments Of Riparian Habitat Not Linked With Protected Areas

These areas provide some of the last remaining habitat for many native birds and mammals in urban neighborhoods. These areas can be important neighborhood amenities for scenery and open space.

Paloverde - Saguaro Sonoran Desert Community

These saguaro forests support a diversity of sonoran desert plants and wildlife including saguaro, barrel and prickly pear cactus, coyote, javelina, cactus wren and roadrunners.

Unique Ironwood Plant Community

The ironwood plant community is a very attractive plant association that supports an exceptional diversity of plants and animals. The fauna includes a variety of predators such as Grey fox and Harris' hawk.

Council-Regular Meeting **A2**

Meeting Date: 09/01/2026

To: Mayor and Council

Submitted For: Mike Osborne, Water Deputy Director

From: Jill McCleary, Town Clerk

Date: September 1, 2026

Strategic Plan Focus Area:
Thriving Commerce, Healthy Lifestyles

Subject: Resolution No. 2026-064: Relating to Budget; approving the transfer of up to $4,200,000 in budgeted expense authority from the Water Resources Fund (Fund #5016), New Renewable Water Resource Acquisition project (WT066) to the Water Reclamation Facility Phase II Expansion project (WR023) in the Wastewater Impact Fee Fund (Fund #5038) for fiscal year 2026-2027 budget (Mike Osborne)

Discussion:

Marana Town Code Section 3-4-7 provides that Town Council approval is required where the purchase exceeds $100,000 and funds for the purchase are not provided in the budget as adopted.

The budget for fiscal year 2026-2027 was adopted on June 16, 2026 and included the Town's 5-year CIP program.

The CIP program includes the Town's expansion of its existing water reclamation facility. That overall project is reflected in three separate projects in the CIP schedule:
1. Recharge Basins Phase II
2. Marana WRF, Screw Press 2
3. Water Reclamation Facility Phase II Expansion

The largest of those projects, the Water Reclamation Facility Phase II Expansion project (WR023), including the Marana WRF, Screw Press 2, was included in the latest impact fee study in the amount of $39,161,113. This original estimate was developed using the

costs of the phase one construction cost of the WRF and adjusted for inflation. However, the costs of construction have significantly outpaced inflation and original estimates, and the total WR023 project costs are currently estimated at $80,404,531, including design and construction.

Current available budget capacity, mostly available for construction in the various funds budgeted for the WR023 project, stands at $72,125,852. Construction costs are estimated at $76,218,641, a difference of $4,092,789. To allow for contingencies, $4,200,000 in additional estimated budget capacity is being requested to complete this project. The budget capacity is available from the New Renewable Water Resource Acquisition project (WT066), where the funding will not be needed during the current fiscal year.

Staff is requesting a transfer of up to $4,200,000 from the Water Resources Fund to the Wastewater Impact Fee Fund, as determined by staff, in order to complete the Water Reclamation Facility Phase II Expansion project (WR023). The budget capacity will only be transferred as needed.

Once completed, the total cost of the project to expand the existing water reclamation facility is estimated to total $95.4 million. The Town plans to fund the project through impact fee funding, and it will be financed through the issuance of debt, in line with the plan set forth in the impact fee study. The debt will be issued in the next few months after approval by Council in a future public meeting.

Financial Impact:

Fiscal Year:	2027
Budgeted Y/N:	Yes
Amount:	$4,200,000

Up to $4,200,000 in budgeted expense authority will be transferred from the Water Resources Fund (Fund #5016), New Renewable Water Resource Acquisition project (WT066) to the Water Reclamation Facility Phase II Expansion project (WR023) in the Wastewater Impact Fee Fund (Fund #5038).

Staff Recommendation:

Staff recommends approval of the budget transfer in the amount of not to exceed $4,200,000.

Suggested Motion:

I move to approve Resolution No. 2026-064, approving the transfer of up to $4,200,000 in budgeted expense authority from the Water Resources Fund (Fund #5016), New Renewable Water Resource Acquisition project (WT066) to the Water Reclamation Facility Phase II Expansion project (WR023) in the Wastewater Impact Fee Fund (Fund #5038) for fiscal year 2026-2027 budget.

Attachments

Resolution No. 2026-064

MARANA RESOLUTION NO. 2026-064

RELATING TO BUDGET; APPROVING THE TRANSFER OF UP TO $4,200,000 IN BUDGETED EXPENSE AUTHORITY FROM THE WATER RESOURCES FUND (FUND #5016), NEW RENEWABLE WATER RESOURCE ACQUISITION PROJECT (WT066) TO THE WATER RECLAMATION FACILITY PHASE II EXPANSION PROJECT (WR023) IN THE WASTEWATER IMPACT FEE FUND (FUND #5038) FOR FISCAL YEAR 2026-2027 BUDGET

WHEREAS on June 16, 2026, the Town Council adopted the fiscal year 2026-2027 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 Council approval is required for budgetary transfers between General Fund departments, between funds, and for any transfer of contingency; and

WHEREAS the Council-approved budget also includes funding for the Town's five-year CIP program; and

WHEREAS the Town's Water Reclamation Facility Phase II Expansion project (WR023) was included in the Town's CIP Program and current available budget capacity in the various funds budgeted for this project stand at $72,125,852; and

WHEREAS construction costs are estimated at $76,218,641, and as such, an additional $4,092,789 in additional budget capacity is needed to fund the construction of the project; and

WHEREAS to allow for contingencies, staff is requesting a transfer of up to $4,200,000 from the Water Resources Fund (Fund #5016), New Renewable Water Resource Acquisition project (WT066) to the Water Reclamation Facility Phase II Expansion project (WR023) in the Wastewater Impact Fee Fund (Fund #5038) in order to complete the project; and

WHEREAS transferring amounts within the fiscal year 2026-2027 budget will not significantly impact the General Fund; 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 transfer of up to $4,200,000 in budgeted expense authority from the Water Resources Fund (Fund #5016), New Renewable Water Resource Acquisition project (WT066) to the Water Reclamation Facility Phase II Expansion project (WR023) in the Wastewater Impact Fee Fund (Fund #5038), in the fiscal year 2026-2027 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 1st day of September, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **A3**

Meeting Date: 09/01/2026

To: Mayor and Council

From: David L. Udall, Deputy Town Attorney

Date: September 1, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2026-065: Relating to Water; approving and authorizing the Mayor to sign the Fourth Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings (David L. Udall)

Discussion:

On August 2, 2023, the Town and Redwing Investments, LLC (the "Developer") executed a water wheeling/infrastructure construction agreement for the Twin Peaks Crossings development (the "Twin Peaks Crossings Wheeling Agreement"). In addition to including terms and conditions relating to water infrastructure construction, the Twin Peaks Crossings Wheeling Agreement permitted temporary water wheeling pursuant to the Intergovernmental Agreement Between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water, recorded in the office of the Pima County Recorder on August 21, 2020 at Sequence 20202340063.

The Twin Peaks Crossings Wheeling Agreement also required: (1) that the developer pay a fee equal to the water infrastructure impact fee, in recognition of the project's future connection to the Town's system, which, as calculated at that time, would total $456,918.00 (the "In-Lieu Fee"); (2) that the developer dedicate a 150-foot by 150-foot portion of the developer's property to the Town for future Water infrastructure; and (3) that the property connect to the Town's water system within 90 days of the date the Town extends its own water infrastructure to the property.

On December 19, 2023, the Town and the developer executed the First Amendment to the Twin Peaks Crossings Wheeling Agreement, by which the Parties extended the

sixty-day deadline required under subparagraph 3.3 of the Original Agreement to give the Developer more time to enter into a facilities construction agreement with the City of Tucson. On October 2, 2024, the Town and the Developer executed the Second Amendment to the Twin Peaks Crossings Wheeling Agreement, by which the Parties extended the deadline for the Developer to commence the construction work pursuant to subparagraph 3.2 of the Agreement until October 1, 2025. On June 17, 2025, the Town and the Developer amended the agreement to add clarifying language ensuring the In-Lieu Fee is calculated at the time of payment and to extend the deadline for the Developer to commence the work until October 1, 2026.

The Developer is now preparing to sell the property to a prospective builder and is requesting additional time to commence the work.

The facility plan described in the original agreement identifies, among other things, two 8-inch (B-Zone and C-Zone) water lines to be constructed along Angel Drive. As the Developer, Town staff, and prospective builder representatives discussed this agreement, it became apparent that a 16-inch water transmission main along Angel Drive (the "Angel Drive Line") was included as part of the "B-Zone Booster and Transmission Line" project identified in the Water Facilities Infrastructure Improvements Plan supporting development impact fees for water infrastructure, which plan was adopted by the Marana Town Council in 2022 (the "2022 Water IIP"). Consequently, Town staff has determined that the facility plan must be revised to replace the B-Zone 8-inch line with the 16-inch water transmission main (the Angel Drive Line).

Town staff has further determined that, because the Angel Drive Line is included in the 2022 Water IIP, the Developer is entitled to impact fee reimbursement for constructing it as part of this agreement pursuant to A.R.S. § 9-463.05(B)(10). The maximum total impact fee reimbursement the Developer can potentially receive is $589,883.00, based on the cost identified in the 2022 Water IIP for the Angel Drive Line portion of the B-Zone Booster and Transmission Line project.

If approved, this item will authorize the Mayor to sign a fourth amendment to the Twin Peaks Crossings Wheeling Agreement to: (1) Revise the definition of "Facility Plan" in the agreement to reflect the most current improvement plans and account for the change from an 8-inch B-Zone line to the 16-inch water transmission main along Angel Drive, as contemplated in the Angel Drive Line portion of the B-Zone Booster and Transmission Line project, (2) extend the work commencement deadline, (3) provide for impact fee reimbursement related to the construction of the Angel Drive Line, and (4) make other necessary amendments. All other terms and conditions of the Twin Peaks Crossings Wheeling Agreement will remain the same.

Financial Impact:

The Developer is entitled to impact fee reimbursement for construction-related expenses as part of the agreement. The maximum total impact fee reimbursement the Developer can potentially receive is $589,883.00. The reimbursement of such fees will happen on a quarterly basis and only under specific terms, which include payment of the In-Lieu Fee to the Town.

Staff Recommendation:

Staff recommends approval of Resolution No. 2026-065.

Suggested Motion:

I move to adopt Resolution No. 2026-065, approving and authorizing the Mayor to sign the Fourth Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings.

Attachments

Resolution No. 2026-065
Exhibit A to Resolution
Twin Peaks Crossings Wheeling Agreement
First Amendment to Twin Peaks Crossings Wheeling Agreement
Second Amendment to Twin Peaks Crossings Wheeling Agreement
Third Amendment to Twin Peaks Crossings Wheeling Agreement

MARANA RESOLUTION NO. 2026-065

RELATING TO WATER; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE FOURTH AMENDMENT TO TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT FOR TWIN PEAKS CROSSINGS

WHEREAS on August 2, 2023, the Town and Redwing Investments, LLC (the "Developer") executed the Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, recorded in the Pima County Recorder's Office on August 4, 2023, at Sequence No. 20232160222 (the "Original Agreement"); and

WHEREAS on December 19, 2023, the Town and the Developer executed the First Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, recorded in the Pima County Recorder's Office on December 26, 2023, at Sequence No. 20233600144 (the "First Amendment"), by which the parties extended the sixty day deadline required under subparagraph 3.3 of the Original Agreement to give the Developer more time to enter into a facilities construction agreement with the City of Tucson; and

WHEREAS on October 2, 2024, the Town and the Developer executed the Second Amendment to the Original Agreement, recorded in the Pima County Recorder's Office on October 4, 2024, at Sequence No. 20242780123 (the "Second Amendment"), by which the Parties extended the deadline for the Developer to commence the Work pursuant to subparagraph 3.2 of the Original Agreement until October 1, 2025; and

WHEREAS on June 17, 2025, the Town and the Developer executed the Third Amendment to the Original Agreement, recorded in the Pima County Recorder's Office on June 20, 2025, at Sequence No. 20251710109 (the "Third Amendment"), by which the Parties extended the deadline for the Developer to commence the Work pursuant to subparagraph 3.2 of the Original Agreement until October 1, 2026.

WHERAS the Parties now desire to amend the Original Agreement to: (1) Revise the definition of "Facility Plan" to reflect the most current improvement plans and account for a change from an 8-inch B-Zone water line to a 16-inch water transmission main along Angel Drive, as contemplated in the Angel Drive portion of the B-Zone Booster and Transmission Line project identified in the Water Facilities Infrastructure

Improvements Plan adopted by the Marana Town Council on September 20, 2022 via Resolution No. 2022-100, (2) extend the Work commencement deadline, (3) provide for impact fee reimbursement related to the construction of the Angel Drive 16-inch water transmission main, and (4) make other necessary amendments; and

WHEREAS the Mayor and Council find amending the Original Agreement as set forth in this resolution is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS: the Fourth Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the amendment.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of September, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

FOURTH AMENDMENT TO TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

Twin Peaks Crossings

THIS FOURTH AMENDMENT (this "Fourth Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and REDWING INVESTMENTS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. On August 2, 2023, the Town and the Developer executed the Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, recorded in the Pima County Recorder's Office on August 4, 2023, at Sequence No. 20232160222 (the "Original Agreement").

B. The primary purpose of the Original Agreement was to establish the terms and conditions for the Town to supply the Subject Property (as defined in Recital B of the Original Agreement) with water service pursuant to the Water Wheeling IGA entered into between the Town and the City of Tucson (and described in Recital D of the Original Agreement).

C. Pursuant to the terms and conditions of the Water Wheeling IGA and the Original Agreement, the Town will supply water to the Subject Property, which will be wheeled through Tucson Water's potable water system to points of interconnection to the customers located within the Subject Property.

D. The Original Agreement required the Developer to enter into a separate facilities construction agreement with the City of Tucson within 60 days after the execution and delivery of the Original Agreement.

E. As a condition of securing water service from the Town for the Subject Property, the Original Agreement requires the Developer to install certain water infrastructure improvements (the "Developer-Installed Facility") in accordance with the required plans, specifications, and materials as outlined and depicted in a Facility Plan, defined in Recital H of the Original Agreement. Construction and installation of the Developer-Installed Facility in accordance with the Facility Plan constitutes the "Work" for purposes of the Original Agreement, as amended.

F. The Original Agreement also required the Developer to commence the Work within one year of the date of the Original Agreement.

G. On December 19, 2023, the Town and the Developer executed the First Amendment to the Original Agreement, recorded in the Pima County Recorder's Office on December 26, 2023, at Sequence No. 20233600144 (the "First Amendment"), by which the Parties extended the 60-day deadline for the Developer to enter into the required agreement with the City of Tucson.

H. On October 2, 2024, the Town and the Developer executed the Second Amendment to the Original Agreement, recorded in the Pima County Recorder's Office on October 4, 2024, at Sequence No. 20242780123 (the "Second Amendment"), by which the Parties extended the deadline for the Developer to commence the Work until October 1, 2025.

I. The Original Agreement requires the Developer to pay to the Town an In-Lieu Fee within 30 calendar days of the sale or transfer of ownership of the Subject Property or any portion of the Subject Property, or upon the Developer's application for the first building permit on the Subject Property. The purpose of the In-Lieu Fee is to compensate the Town for the water infrastructure development impact fees the Developer would have been required to pay if the Town had denied the Developer's request for water service under the Water Wheeling IGA and the Subject Property was developed after the installation of the Necessary Water Infrastructure Improvements. In essence, the In-Lieu Fee operates as an advance payment of the water infrastructure development impact fees for the Subject Property, which would normally be payable to the Town on a per permit basis, when building permits are issued.

J. The In-Lieu Fee was calculated by multiplying the equivalent demand units (EDUs) proposed on the Subject Property (154 EDUs) by the amount of the water infrastructure development impact fee for a 5/8-inch meter in the Twin Peaks water infrastructure development impact fee benefit area, where the Subject Property is located. In recognition of the payment of the In-Lieu Fee, the Town agreed not to assess any water infrastructure development impact fees for the first 154 EDUs constructed on the Subject Property.

K. On June 17, 2025, the Town and the Developer executed the Third Amendment to the Original Agreement, recorded in the Pima County Recorder's Office on June 20, 2025, at Sequence No. 20251710109 (the "Third Amendment"), by which the Parties extended the deadline for the Developer to commence the Work until October 1, 2026, and added clarifying language regarding the calculation of the In-Lieu Fee.

L. The Developer is now preparing to sell the Subject Property to a prospective builder and is requesting additional time to commence the Work.

M. The Facility Plan described in the Original Agreement identified, among other things, two 8-inch (B-Zone & C-Zone) water lines that were to be constructed along Angel

Drive, a road generally located east of Twin Peaks Road and south of Tangerine Road, as part of the Work.

N. As the Parties and the prospective builder discussed the Original Agreement, as amended, it became clear that a 16-inch water transmission main along Angel Drive (the "Angel Drive Line") was included as part of the project identified as the "B-Zone Booster and Transmission Line" project in the Town's Water Facilities Infrastructure Improvements Plan supporting development impact fees for water infrastructure and adopted by the Marana Town Council on September 20, 2022 via Resolution No. 2022-100 (the "2022 Water IIP").

O. The Developer now intends to construct the 16-inch Angel Drive Line required in the 2022 Water IIP instead of the 8-inch B-Zone water line identified in the Facility Plan. Because the Facility Plan and associated water improvement plans have been approved, the Parties have decided to document the change from 8-inch B-Zone water line in Angel Drive to the required 16-inch transmission main in the as-built version of the Twin Peaks Crossing Phase 1 water improvement plan once construction of the Angel Drive Line is complete.

P. The Town has adopted certain development impact fees for water infrastructure based on the 2022 Water IIP, pursuant to A.R.S. § 9-463.05.

Q. Because the Angel Drive Line is included as part of the B-Zone Booster and Transmission Line project in the 2022 Water IIP, pursuant to A.R.S. § 9-463.05(B)(10), the Developer is entitled to reimbursement of the payment of the Town's adopted water infrastructure development impact fees, which, in this case, will be paid in advance via the a one-time lump sum payment made in the form of the In-Lieu Fee, for the dedication and construction of the Angel Drive Line, based on the cost of the Angel Drive Line portion of the B-Zone Booster and Transmission Line project identified in the 2022 Water IIP.

R. The Parties now desire to enter into this Fourth Amendment to (1) revise the definition of "Facility Plan," (2) extend the Work commencement deadline, (3) provide for reimbursement related to the construction of the Angel Drive Line, and (4) make other necessary amendments.

AGREEMENT

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

1. Facility Plan. Recital H of the Original Agreement is hereby amended as follows (with deletions denoted with ~~strikeouts~~ and additions denoted with <u>double underlining</u>):

> H. As a condition of securing water service from the Town for the Subject Property, the Developer agrees to install those certain water infrastructure improvements (the "Developer-Installed Facility") in accordance with the required plans, specifications, and materials as outlined and depicted in the ~~Twin Peaks Crossings Master Water Distribution Plan, sealed by the Oracle Engineering~~

~~Group, Inc. on 8/ 31/2022 and accepted by the Town of Marana Water Department on 6/6/2023~~ operative master water distribution plan and associated water improvement plans for the Twin Peaks Crossings development, which are on file in the office of the Town of Marana Water Department, except that all references to the 8-inch B-Zone water line in Angel Drive are hereby superseded and replaced with the 16-inch water transmission main required by the 2022 Water IIP for the Angel Drive Line, as will more particularly be described and depicted in the as-built version of the Public Water Improvement Plan for Twin Peaks Crossings-Phase 1, Plan No. ENG2403-005, sealed by Baker & Associates Engineering, Inc. on October 30, 2024 and approved by the Town on November 21, 2024 (together, the "Facility Plan")~~, which is on file in the office of the Town of Marana Water Department~~.

2. Competitive bids. Subparagraph 2.2 of the Original Agreement is hereby rescinded and replaced in its entirety with the following:

2.2. Competitive bids. The Town has confirmed that the Developer is not required by the Town code or Title 34 to competitively bid the Work, and accordingly, the Parties agree that the Developer shall not be required to go through the competitive bidding process otherwise required by Title 34 of the Arizona Revised Statutes for the Work.

3. In-Lieu Fee. Subparagraph 2.7.2 is hereby amended as follows (with deletions denoted with ~~strikeouts~~ and additions denoted with double underlining):

2.7.2 In recognition of the payment of the In-Lieu Fee pursuant to subparagraph 2.7.1 above, the Town will not assess any water infrastructure development impact fees for ~~the first 154~~ the number of EDUs used to calculate the amount of the In-Lieu Fee as described in subparagraph 2.7.1 ~~constructed on the Subject Property~~.

4. Impact fee reimbursement. Paragraph 2 of the Original Agreement is hereby amended to add the following new subparagraph 2.11 immediately after subparagraph 2.10 (Developer responsible for Offsite Work) and before paragraph 3 (Termination):

2.11. *Credit toward water facilities development impact fee*.

2.11.1. Total value. The total value of the Angel Drive Line portion of the B-Zone Booster and Transmission Line project provided by the Developer to the Town in connection with the development of the Subject Property, including the value of all allowable design and construction costs, based on the cost identified in the 2022 Water IIP, is $589,883.00 and shall not be subject to further adjustment.

2.11.2. *Maximum total credit*. The maximum total credit against the water facilities development impact fee is $589,883.00.

2.11.3. *Current fee*. As of the Effective Date of the Fourth Amendment to the Original Agreement, the Town's water facilities development impact fee for the

Subject Property is $2,967.00 per 5/8-inch meter and $4,450.00 per 3/4-inch meter; fees for larger sized meters are set forth in Marana Ordinance No. 2022.029.

2.11.4. *Reimbursement of credits*. On or before January 31, April 30, July 31, and October 31 of each year, the Town shall reimburse the Developer the full amount of the water facilities development impact fees that would have been collected by the Town if not for the Developer's payment of the In-Lieu Fee during each quarter ending December 31, March 31, June 30, and September 30 respectively, for each EDU on the Subject Property, until the Developer is reimbursed for the maximum total credit or until permits have been obtained, and water facilities development impact fees paid, for all lots within the Subject Property, whichever occurs first.

2.11.5. *Actual payment and construction and dedication as condition of reimbursement*. The reimbursement of the water facilities development impact fees (paid in the form of the In-Lieu Fee) in accordance with this Subparagraph 2.11 shall apply only to the extent the Developer has (1) paid the In-Lieu Fee as required by paragraph 2.7 of the Original Agreement, and (2) completed the construction of the Angel Drive Line portion of the B-Zone Booster and Transmission Line in accordance with the Facility Plan, or the construction is in progress to the reasonable satisfaction of the Town. The Town's reimbursement obligations under this Agreement shall survive the expiration or termination of this Agreement.

2.11.6 *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 Subject Property.

5. Termination. Paragraph 3 of the Original Agreement is hereby amended as follows (with deletions denoted with ~~strikeouts~~ and additions denoted with double underlining):

[No changes to subparagraph 3.1.]

3.2. *Termination for failure to commence or complete the Work.* Approval of the Facility Plan shall lapse and this Agreement shall terminate if the Work does not commence by October 1, ~~2026~~2027, or if the Work is discontinued for a period of one year; provided that, if the Developer or any assignee approved or deemed approved by the Town pursuant to Section 8.3 below reasonably shall require to begin the Work or resume the Work after it had begun due to adverse market conditions or any delays due to strikes, acts of God, non-availability or shortages of labor or materials, local strikes, lockouts, inclement weather, war, governmental laws, regulations, restrictions, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, unknown and unanticipated soil or other underground conditions, pandemics, measures taken by any governmental authority in response to the COVID-19 virus, the government mandates closures of businesses due to public health concerns, including without limitation viruses, time to commence and complete a loan foreclosure of the Subject Property or any portion

thereof or any other cause of any kind that is beyond the control of such party, Developer or such assignee shall be entitled to extend for such additional time as is reasonably necessary, but not to exceed one additional year, by written notice to the Town given before October 1, ~~2026~~2027.

[No changes to subparagraph 3.3, as previously amended, or subparagraph 3.4.]

6. Consent required for assignment. Subparagraph 8.3 of the Original Agreement is hereby amended as follows (with deletions denoted with ~~strikeouts~~ and additions denoted with double underlining):

8.3. *Consent required for assignment.* The Developer may not assign this Agreement without the prior written consent of the town manager of the Town, which consent may not be unreasonably withheld and which consent shall be deemed to have been given ~~by the Town~~ if the ~~Town~~ town manager fails to disapprove in writing a written request for such consent from the Developer (or any previously approved assignees) within fifteen days after such consent request is received by the ~~Town~~ town manager.

7. Effective Date. This Fourth Amendment is effective as of the date of the last Party's signature below.

8. Other Terms and Provisions. All other terms and provisions of the Original Agreement, as previously amended, not specifically changed by this Fourth Amendment shall remain in effect and be binding upon the Parties as provided for in the Original Agreement. Capitalized words and phrases in this Fourth Amendment shall have the meanings set forth in the Original Agreement, as previously amended and as modified by this Fourth Amendment.

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

[Signature Page Follows.]

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

THE "TOWN":

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

[Notary Page Follows.]

THE "DEVELOPER":

REDWING INVESTMENTS, LLC, an Arizona limited liability company

By:_____
Charles D. Cardinal, Manager

Date: _____

By:_____
Penny L. Cardinal, Manager

Date: _____

STATE OF ARIZONA)
ss
County of _____)

The foregoing instrument was acknowledged before me on this _____ day of _____ 20__, by Charles D. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
ss
County of _____)

The foregoing instrument was acknowledged before me on this _____ day of _____ 20__, by Penny L. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

_____
Notary Public

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

Twin Peaks Crossings

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

RECITALS

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

B. The Developer desires for the Town to provide water service to certain lands described and depicted in: the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 28, 2019, at Sequence 20191480308, the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 28, 2019, at Sequence 20191480309, the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 28, 2019, at Sequence 20191480310, the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 15, 2019, at Sequence 20191350880, and the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on March 20, 2020, at Sequence 20200800361 (together, the "Subject Property").

C. The Developer is the owner of the Subject Property.

D. Effective August 21, 2020, the Town and the City of Tucson (the "City") entered into the Intergovernmental Agreement between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water recorded in the office of the Recorder of Pima County, Arizona, at Sequence 20202340063 (the "Water Wheeling IGA"). The Water Wheeling IGA allows the Marana Water Department ("Marana Water") to provide potable water service to certain areas of land that (1) are within the Marana town limits, (2) are too far away from Marana Water's existing water infrastructure to receive cost-effective service from Marana Water, and (3) are close enough to be served by water infrastructure owned and operated by the Tucson Water Department ("Tucson Water") but do not meet Tucson Water's service area policy. The Water Wheeling IGA requires that the Town use its own CAP water, which will be wheeled through Tucson Water's potable water system to points of interconnection to the new Marana Water customers.

E. The Subject Property is located in an area that meets the three criteria for service under the Water Wheeling IGA, as described in recital D above.

F. The Developer requested that the Town and the City use the Water Wheeling IGA to deliver water to the Subject Property, and the Town and the City agreed that the Subject Property is a candidate for wheeling per the Water Wheeling IGA.

G. In order to receive water through the Water Wheeling IGA, the Developer must enter into an agreement for construction of water facilities under private contract with the Town and a separate facilities construction agreement with the City.

H. As a condition of securing water service from the Town for the Subject Property, the Developer agrees to install those certain water infrastructure improvements (the "Developer-Installed Facility") in accordance with the required plans, specifications, and materials as outlined and depicted in the Twin Peaks Crossings Master Water Distribution Plan, sealed by the Oracle Engineering Group, Inc. on 8/31/2022 and accepted by the Town of Marana Water Department on 6/6/2023 (the "Facility Plan"), which is on file in the office of the Town of Marana Water Department.

I. The water infrastructure improvements depicted in the Facility Plan are referred to in this Agreement as the "Developer-Installed Facility." The Developer desires that the Town take ownership of, operate, and service the Developer-Installed Facility.

J. The Town is willing to accept the Developer-Installed Facility, provided it meets Town standards and the work is done in accordance with Town requirements.

K. As described in the Facility Plan, the Developer must also construct certain offsite water infrastructure (the "Offsite Work") in coordination with the City of Tucson in order for water to be delivered to the Subject Property.

L. In accordance with the 2022 Water Facilities Infrastructure Improvement Plan approved by the Marana Town Council on September 20, 2022, a copy of which is on file in the office of the Town of Marana Water Department, the Town plans for the construction of certain water infrastructure by 2027, including a proposed C-Zone booster station, a proposed B-Zone booster station, and a proposed B-Zone transmission line extending from the Blue Bonnet Reservoir northward along Twin Peaks Road to a proposed B-Zone reservoir to be constructed near Tangerine Road. Together, the B-Zone booster station, the B-Zone transmission line, the B-Zone reservoir, and the C-Zone booster station are hereinafter referred to as the "Necessary Water Infrastructure Improvements."

M. The Developer also owns certain land described in the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on October 24, 2022, at Sequence 20222970128 (the "Redwing Investments Property"). The Town desires to obtain an approximately 150-foot by 150-foot portion of the Redwing Investments Property, generally located at the southwest corner of the Redwing Investments, for a new reservoir and booster station (the "Reservoir Site").

N. The Parties desire to memorialize their agreement concerning the construction of the water facilities and the water wheeling through this Agreement.

AGREEMENT

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

1. Temporary Water Wheeling.

1.1. *Water wheeling.* Pursuant to the Water Wheeling IGA, as a temporary measure until the Necessary Water Infrastructure Improvements are installed, Tucson Water infrastructure will deliver water to the Subject Property up to the point of connection to the Developer-Installed Facility, at which point the water will be delivered through the Developer-Installed Facility, all in accordance with, and as described and depicted in, the Facility Plan.

1.2. *Dedication of the Reservoir Site.* On or before the approval of a final plat or development plan on the Subject Property, the Developer shall at no cost grant, bargain, sell, convey, transfer and deliver to the Town the Reservoir Site free and clear of all liens, claims, charges or encumbrances for the purpose of constructing and maintaining a new reservoir, booster station, and related water infrastructure. The dedication shall occur by instrument acceptable to the Town. The Developer shall include a legal description and depiction prepared by a licensed surveyor prior to the dedication.

1.3. *Connection requirement.* Within 90 days of the date that the Necessary Water Infrastructure Improvements are operational, the Developer shall disconnect the Subject Property's onsite water infrastructure from the Tucson Water infrastructure used to temporarily wheel water to the Subject Property, and shall connect the Subject Property's onsite water infrastructure to the Town's water system. Any costs associated with such disconnection and reconnection shall be borne by the Developer.

1.4. *The Water Wheeling IGA.* All of the terms and conditions of the Water Wheeling IGA shall apply herein as though set forth in this Agreement in full until the Developer connects the Subject Property's onsite water infrastructure to the Town's water system as described in paragraph 1.3 above.

2. The Developer-Installed Facility.

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

2.2. *Competitive bids.* The Developer shall go through the competitive bidding process for the Work in compliance with Title 34 of the Arizona Revised Statutes.

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

2.4. *Applicable fees.* As a condition of and prerequisite to the Town accepting the Work, the Developer shall pay all applicable fees, including, but not limited to, fees for permitting and inspection, as set forth by the Town of Marana and the City of Tucson.

2.5. *Payment of connection fees*. Before any service connections are made to the Developer-Installed Facility, the person or entity seeking the service connection shall pay to the Town the connection fees and any other fees required by Marana Town Code Title 14.

2.6. *Anticipated cost per meter*. The person or entity seeking installation of a meter from the Town shall pay all applicable fees and charges in effect at the time of the meter installation request. As of the Effective Date of this Agreement, the Town's fees and charges to install a five-eighths-inch water meter on the Subject Property are:

2.6.1. Meter Install Fee: $360.00

2.6.2. Water Resource Development Impact Fee: $5,358.00

2.6.3. If larger meters are installed, the person or entity seeking installation shall pay the applicable Meter Install Fee, as set forth in the Town of Marana comprehensive fee schedule approved by the Town Council and amended from time to time, and the applicable Water Resource Development Impact Fee, as set forth in Marana Ordinance No. 2014.013 recorded in the office of the Recorder of Pima County, Arizona, on May 9, 2014, at Sequence 20141290586, a copy of which is on file in the office of the Marana Town Clerk.

2.6.4. The Meter Install Fee and Water Resource Development Impact Fee outlined above reflect the fees established as of the Effective Date of this Agreement. By listing them herein, the Town does not guarantee the fees will remain at the same rate as at the time they are due.

2.7. *In-Lieu Fee*.

2.7.1. In recognition of the Subject Property's future connection to the Town's water system, the Developer shall pay to the Town $456,918.00 in lieu of water infrastructure development impact fees the Developer would have been required to pay if the Town had denied the Developer's request for water service under the Water Wheeling IGA and the Subject Property was developed after the installation of the Necessary Water Infrastructure Improvements (the "In-Lieu Fee"). The In-Lieu Fee is calculated by multiplying the equivalent demand units (EDUs) currently proposed on the Subject Property (154 EDUs) by the water infrastructure development impact fee rate for the Twin Peaks water infrastructure development impact fee benefit area for a five-eighths-inch water meter ($2,967.00). Notwithstanding A.R.S. § 9-463.05(B)(10), the Parties agree that the In-Lieu Fee shall be paid to the Town in one lump sum within 30 calendar days of the sale or transfer of ownership of the Subject Property or any portion of the Subject Property, as evidenced by the recording of a deed transferring title. If the Developer does not sell the Subject Property or any portion of the Subject Property, the In-Lieu Fee shall be due and payable to the Town upon the Developer's application for the first building permit on the Subject Property. Failure to pay the In-Lieu Fee as required by this subparagraph shall constitute a material breach of this Agreement.

2.7.2. In recognition of the payment of the In-Lieu Fee pursuant to subparagraph 2.7.1 above, the Town will not assess any water infrastructure development impact fees for the first 154 EDUs constructed on the Subject Property.

2.8. *Developer-Installed Facility acceptance by the Town and the City*. No service connections shall be made to the Developer-Installed Facility until the Developer-Installed Facility has been accepted by the Town in accordance with Marana Town Code Title 14 and until the Offsite Work has been accepted by the City. The Developer must provide the Town of Marana Water

Department with written verification of the City of Tucson's final acceptance of the Offsite Work prior to final acceptance of the Work by the Town.

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

2.10. *Developer responsible for Offsite Work.* The Developer shall be solely responsible for the Offsite Work and for complying with the terms and conditions of any agreement with the City of Tucson related to the Offsite Work.

3. Termination.

3.1. *Termination for breach.* The Town may terminate this Agreement in its entirety for any material breach committed by the Developer after providing written notice to both parties of the default and a 30-day period to cure it.

3.2. *Termination after one year.* Approval of the Facility Plan shall lapse and this Agreement shall terminate if more than one year has passed since the date of this Agreement and the Work has not begun, or if the Work is discontinued for a period of one year; provided that, if the Developer or any assignee approved or deemed approved by the Town pursuant to Section 8.3 below reasonably shall require to begin the Work or resume the Work after it had begun due to adverse market conditions or any delays due to strikes, acts of God, non-availability or shortages of labor or materials, local strikes, lockouts, inclement weather, war, governmental laws, regulations, restrictions, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, unknown and unanticipated soil or other underground conditions, pandemics, measures taken by any governmental authority in response to the COVID-19 virus, the government mandates closures of businesses due to public health concerns, including without limitation viruses, time to commence and complete a loan foreclosure of the Subject Property or any portion thereof or any other cause of any kind that is beyond the control of such party, Developer or such assignee shall be entitled to extend such one year period for such additional time as is reasonably necessary, but not to exceed one additional year, by written notice to the Town given before the expiration of the initial one year period set forth above.

3.3. *City of Tucson Agreement Contingency.* The rights and obligations of the Parties under this Agreement are contingent upon Developer entering into a separate facilities construction agreement with the City of Tucson and, if such separate agreement is not entered into between Developer and the City of Tucson within sixty (60) days after the execution and delivery of this Agreement, this Agreement shall terminate.

3.4. *Termination Instrument.* At any time after the termination of this Agreement, Developer unilaterally may prepare, execute and cause to be recorded in the official records of Pima County, Arizona, a written instrument to reflect the termination of this Agreement.

4. Engineering and Inspection.

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

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

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

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

5. Preconstruction Procedure.

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

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

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

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

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

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

6. Construction.

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

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

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

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

tated by paving, drainage, or other improvements caused by the development of the Subject Property.

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

7. Dedication.

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

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

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

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

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

8. Miscellaneous.

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

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

8.3. *Consent required for assignment.* The Developer may not assign this Agreement without the prior written consent of the Town, which consent may not be unreasonably withheld and which consent shall be deemed to have been given by the Town if the Town fails to disapprove in writing a written request for such consent from the Developer (or any previously approved assignees) within fifteen days after such consent request is received by the Town.

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

8.5. *Effective date.* The effective date of this Agreement shall for all purposes be the date that this Agreement is recorded in the office of the Recorder of Pima County, Arizona (the "Effective Date").

[Signature Page Follows.]

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

THE "TOWN":

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 8/2/2023

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

THE "DEVELOPER":

REDWING INVESTMENTS, LLC, an Arizona limited liability company

By: _____
Charles D. Cardinal, Manager

Date: 7/12/2023

By: _____
Penny L. Cardinal, Manager

Date: 7/12/2023

[Notary Page Follows.]

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on this 12th day of July 2023 by Charles D. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

ROBYN ANDERSON
Notary Public - State of Arizona
PIMA COUNTY
Commission # 635911
Expires August 23, 2026

Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on this 12th day of July 2023 by Penny L. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

ROBYN ANDERSON
Notary Public - State of Arizona
PIMA COUNTY
Commission # 635911
Expires August 23, 2026

Notary Public

20232160222
RES
08/04/2023 10:46:15 AM Page: 1 of 12
Gabriella Cázares-Kelly Recorder
OFFICIAL RECORDS OF PIMA COUNTY, AZ

MARANA RESOLUTION NO. 2023-081

RELATING TO WATER; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT, A TEMPORARY WATER WHEELING AGREEMENT, FOR TWIN PEAKS CROSSINGS

WHEREAS Redwing Investments, LLC, an Arizona limited liability company, desires for the Town to provide water services to certain lands currently known as Twin Peaks Crossings, described and depicted in: the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 28, 2019, at Sequence 20191480308, the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 28, 2019, at Sequence 20191480309, the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 28, 2019, at Sequence 20191480310, the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 15, 2019, at Sequence 20191350880, and the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on March 20, 2020, at Sequence 20200800361; and

WHEREAS Town staff has negotiated an Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, which agreement incorporates the terms and conditions of the Intergovernmental Agreement Between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water recorded in the office of the Recorder of Pima County, Arizona, on August 21, 2020, at Sequence No. 20202340063 (commonly referred to as the "Water Wheeling IGA"); and

WHEREAS the Mayor and Council of the Town of Marana find that the terms and conditions of the agreement are in the best interests of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of August, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

MARANA AZ
ESTABLISHED 1977

20233600144
AAG
12/26/2023 10:33:22 AM Page: 1 of 3
Gabriella Cázares-Kelly Recorder
OFFICIAL RECORDS OF PIMA COUNTY, AZ

FIRST AMENDMENT TO TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

Twin Peaks Crossings

THIS FIRST AMENDMENT (this "First Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and REDWING INVESTMENTS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. On August 2, 2023, the Town and the Developer executed the Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, recorded in the Pima County Recorder's Office on August 4, 2023, at Sequence No. 20232160222 (the "Original Agreement").

B. Among other things, Subsection 3.3 of the Original Agreement requires the Developer to enter into a separate facilities construction agreement with the City of Tucson within sixty days after the execution and delivery of the Original Agreement.

C. The Developer has been working with the City in good faith and is pursuing a facilities construction agreement, but the Developer has not yet entered into the agreement with the City.

D. The Developer estimates that the agreement with the City should be finalized by the Spring of 2024.

E. The Parties now desire to enter into this First Amendment to retroactively extend the sixty day deadline required by Subsection 3.3 of the Original Agreement in order to give the Developer more time to enter into a facilities construction agreement with the City.

AGREEMENT

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

1. Termination. Section 3 of the Original Agreement is hereby retroactively amended as follows (with deletions denoted with ~~strikeouts~~ and additions denoted with double underlining):

[No changes to 3.1 or 3.2.]

3.3. *City of Tucson Agreement Contingency.* The rights and obligations of the Parties under this Agreement are contingent upon Developer entering into a separate facilities construction agreement with the City of Tucson and, if such separate agreement is not entered into between

Developer and the City of Tucson by May 31, 2024~~within sixty (60) days after the execution and delivery of this Agreement~~, this Agreement shall terminate.

[No changes to 3.4.]

2. Effective Date. This First Amendment is retroactively effective beginning September 1, 2023.

3. Other Terms and Provisions. All other terms and provisions of the Original Agreement not specifically changed by this First Amendment shall remain in effect and be binding upon the Parties as provided for in the Original Agreement.

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

THE "TOWN":

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 12/19/2023

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

[Notary Page Follows.]

THE "DEVELOPER":

REDWING INVESTMENTS, LLC, an Arizona limited liability company

By: _____
Charles D. Cardinal, Manager

Date: 12/7/2023

By: _____
Penny L. Cardinal, Manager

Date: 12/7/23

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on this 6th day of December 2023 by Charles D. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal) ROBYN ANDERSON
Notary Public - State of Arizona
PIMA COUNTY
Commission # 635911
Expires August 23, 2026

Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on this 6th day of December 2023 by Penny L. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal) ROBYN ANDERSON
Notary Public - State of Arizona
PIMA COUNTY
Commission # 635911
Expires August 23, 2026

Notary Public

20242780123
AAG
10/04/2024 10:15:04 AM Page: 1 of 4
Gabriella Cázares-Kelly Recorder
OFFICIAL RECORDS OF PIMA COUNTY, AZ

SECOND AMENDMENT TO TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

Twin Peaks Crossings

THIS SECOND AMENDMENT (this "Second Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and REDWING INVESTMENTS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. On August 2, 2023, the Town and the Developer executed the Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, recorded in the Pima County Recorder's Office on August 4, 2023, at Sequence No. 20232160222 (the "Original Agreement").

B. On December 19, 2023, the Town and the Developer executed the First Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, recorded in the Pima County Recorder's Office on December 26, 2023, at Sequence No. 20233600144 (the "First Amendment"), by which the Parties extended the sixty day deadline required under Subsection 3.3 of the Original Agreement to give the Developer more time to enter into a facilities construction agreement with the City of Tucson.

C. Subsection 3.2 of the Original Agreement provides that the Facility Plan will lapse and the agreement will terminate "if more than one year has passed since the date of this Agreement and the Work has not begun."

D. The Developer has been engaged in efforts necessary to develop the property, but needs additional time to commence the Work pursuant to the terms of the Original Agreement.

E. The Parties now desire to enter into this Second Amendment to retroactively extend the Work commencement deadline required by Subsection 3.2 in order to give the Developer more time to commence the Work.

AGREEMENT

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

1. Termination. Section 3 of the Original Agreement is hereby amended as follows (with deletions denoted with ~~strikeouts~~ and additions denoted with double underlining):

[No changes to 3.1.]

3.2. *Termination for failure to commence or complete the Work~~after one year~~.* Approval of the Facility Plan shall lapse and this Agreement shall terminate if ~~more than one year has passed since the date of this Agreement and~~ the Work ~~has~~does not ~~begun~~commence by October 1, 2025, or if the Work is discontinued for a period of one year; provided that, if the Developer or any assignee approved or deemed approved by the Town pursuant to Section 8.3 below reasonably shall require to begin the Work or resume the Work after it had begun due to adverse market conditions or any delays due to strikes, acts of God, non-availability or shortages of labor or materials, local strikes, lockouts, inclement weather, war, governmental laws, regulations, restrictions, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, unknown and unanticipated soil or other underground conditions, pandemics, measures taken by any governmental authority in response to the COVID-19 virus, the government mandates closures of businesses due to public health concerns, including without limitation viruses, time to commence and complete a loan foreclosure of the Subject Property or any portion thereof or any other cause of any kind that is beyond the control of such party, Developer or such assignee shall be entitled to extend ~~such one year period~~ for such additional time as is reasonably necessary, but not to exceed one additional year, by written notice to the Town given before October 1, 2025~~the expiration of the initial one year period set forth above~~.

[No changes to 3.3, as previously amended, or 3.4.]

2. Effective Date. This Second Amendment is retroactively effective beginning August 1, 2024.

3. Other Terms and Provisions. All other terms and provisions of the Original Agreement, as previously amended, not specifically changed by this Second Amendment shall remain in effect and be binding upon the Parties as provided for in the Original Agreement. Capitalized words and phrases in this Second Amendment shall have the meanings set forth in the Original Agreement as modified by this Second Amendment.

[Signature Page Follows.]

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

THE "TOWN":

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 10/2/24

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

[Notary Page Follows.]

THE "DEVELOPER":

REDWING INVESTMENTS, LLC, an Arizona limited liability company

By: _____
Charles D. Cardinal, Manager

Date: 9-24-24

By: _____
Penny L. Cardinal, Manager

Date: 9-24-24

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on this 24th day of Sept. 2024, by Charles D. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

DAWNELL JUERGENSEN
Notary Public - State of Arizona
PIMA COUNTY
Commission # 647207
Expires May 15, 2027

Dawnell J
Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on this 24th day of Sept. 2024 by Penny L. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

DAWNELL JUERGENSEN
Notary Public - State of Arizona
PIMA COUNTY
Commission # 647207
Expires May 15, 2027

Dawnell J
Notary Public

20251710109
AAG
06/20/2025 10:12:54 AM Page: 1 of 5
Gabriella Cázares-Kelly Recorder
OFFICIAL RECORDS OF PIMA COUNTY, AZ

Exhibit A to Resolution

THIRD AMENDMENT TO TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

Twin Peaks Crossings

THIS THIRD AMENDMENT (this "Third Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and REDWING INVESTMENTS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. On August 2, 2023, the Town and the Developer executed the Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, recorded in the Pima County Recorder's Office on August 4, 2023, at Sequence No. 20232160222 (the "Original Agreement").

B. On December 19, 2023, the Town and the Developer executed the First Amendment to the Original Agreement, recorded in the Pima County Recorder's Office on December 26, 2023, at Sequence No. 20233600144 (the "First Amendment"), by which the Parties extended the sixty day deadline required under Subsection 3.3 of the Original Agreement to give the Developer more time to enter into a facilities construction agreement with the City of Tucson.

C. On October 2, 2024, the Town and the Developer executed the Second Amendment to the Original Agreement, recorded in the Pima County Recorder's Office on October 4, 2024, at Sequence No. 20242780123 (the "Second Amendment"), by which the Parties extended the deadline for the Developer to commence the Work pursuant to Subsection 3.2 of the Original Agreement until October 1, 2025.

D. The Developer has continued to engage in efforts necessary to develop the property, including obtaining a Conditional Letter of Map Revision ("CLOMR") from the Federal Emergency Management Agency ("FEMA"), and now estimates the commencement of the Work to begin after the October 1, 2025, deadline has passed.

E. Subsection 2.7.1 of the Original Agreement requires the Developer to pay to the Town in one lump sum $456,918.00 in lieu of water infrastructure development impact fees the Developer would have been required to pay if the Town had denied the Developer's request for water service under the Water Wheeling IGA.

F. Given the amount of time that has passed since the Parties entered into the Original Agreement and the extension of time contemplated in this Third Amendment, the Parties feel it is prudent to add language to Subsection 2.7.1 clarifying that the in-lieu fee will be calculated at the time of payment in the event there are changes to the water infrastructure development impact fee rate or the number of equivalent demand units ("EDUs") planned for the development.

G. The Parties now desire to enter into this Third Amendment to extend the Work commencement deadline required by Subsection 3.2 in order to give the Developer more time to commence the Work and to add language to Subsection 2.7.1 clarifying that the in-lieu fee will be calculated at the time of payment.

AGREEMENT

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

1. In-Lieu Fee. Subsection 2.7 of the Original Agreement is hereby amended as follows (with deletions denoted with ~~strikeouts~~ and additions denoted with double underlining):

2.7 In-Lieu Fee.

2.7.1 In recognition of the Subject Property's future connection to the Town's water system, the Developer shall pay to the Town ~~$456,918.00~~ a fee in lieu of water infrastructure development impact fees the Developer would have been required to pay if the Town had denied the Developer's request for water service under the Water Wheeling IGA and the Subject Property was developed after the installation of the Necessary Water Infrastructure Improvements (the "In-Lieu Fee"). The In-Lieu Fee is calculated by multiplying the equivalent demand units (EDUs) ~~currently~~ proposed on the Subject Property (at the time the Parties entered into the agreement, 154 EDUs) by the water infrastructure development impact fee rate for the Twin Peaks water infrastructure development impact fee benefit area for a five-eighths-inch water meter (at the time the Parties entered into the agreement, $2,967.00). Notwithstanding A.R.S. § 9-463.05(B)(10), the Parties agree that the In-Lieu Fee shall be calculated and paid to the Town in one lump sum within 30 calendar days of the sale or transfer of ownership of the Subject Property or any portion of the Subject Property, as evidenced by the recording of a deed transferring title. If the Developer does not sell the Subject Property or any portion of the Subject Property, the In-Lieu Fee shall be calculated and be due and payable to the Town upon the Developer's application for the first building permit on the Subject Property. At the time the Parties entered into this Agreement, the In-Lieu Fee was calculated to be $456,918.00. Failure to pay the In-Lieu Fee as required by this subparagraph shall constitute a material breach of this Agreement.

[No changes to 2.7.2.]

2. Termination. Section 3 of the Original Agreement is hereby amended as follows (with deletions denoted with ~~strikeouts~~ and additions denoted with double underlining):

[No changes to 3.1.]

3.2. *Termination for failure to commence or complete the Work.* Approval of the Facility Plan shall lapse and this Agreement shall terminate if the Work does not commence by October 1, ~~2025~~2026, or if the Work is discontinued for a period of one year; provided that, if the Developer or any assignee approved or deemed approved by the Town pursuant to Section 8.3 below reasonably shall require to begin the Work or resume the Work after it had begun due to adverse market conditions or any delays due to strikes, acts of God, non-availability or shortages of labor or materials, local strikes, lockouts, inclement weather, war, governmental laws, regulations, restrictions, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, unknown and unanticipated soil or other underground conditions, pandemics, measures taken by any governmental authority in response to the COVID-19 virus, the government mandates closures of businesses due to public health concerns, including without limitation viruses, time to commence and complete a loan foreclosure of the Subject Property or any portion thereof or any other cause of any kind that is beyond the control of such party, Developer or such assignee shall be entitled to extend for such additional time as is reasonably necessary, but not to exceed one additional year, by written notice to the Town given before October 1, ~~2025~~2026.

[No changes to 3.3, as previously amended, or 3.4.]

3. Effective Date. This Third Amendment is effective as of the date of the last Party's signature below.

4. Other Terms and Provisions. All other terms and provisions of the Original Agreement, as previously amended, not specifically changed by this Third Amendment shall remain in effect and be binding upon the Parties as provided for in the Original Agreement. Capitalized words and phrases in this Third Amendment shall have the meanings set forth in the Original Agreement as modified by this Third Amendment.

[Signature Page Follows.]

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

THE "TOWN":

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Jon Post, Mayor

Date: 6/17/25

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

[Notary Page Follows.]

THE "DEVELOPER":

REDWING INVESTMENTS, LLC, an Arizona limited liability company

By: _____
Charles D. Cardinal, Manager

Date: June 11, 2025

By: _____
Penny L. Cardinal, Manager

Date: June 11, 2025

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on this 11th day of June 2025, by Charles D. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

ROBYN ANDERSON
Notary Public - State of Arizona
PIMA COUNTY
Commission # 635911
Expires August 23, 2026

Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on this 11th day of June 2025, by Penny L. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

ROBYN ANDERSON
Notary Public - State of Arizona
PIMA COUNTY
Commission # 635911
Expires August 23, 2026

Notary Public

Council-Regular Meeting **A4**

Meeting Date: 09/01/2026

To: Mayor and Council

Submitted For: Austin Shreffler, Senior Planner

From: Freya Arnesen, Records Clerk

Date: September 1, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2026.015: Relating to Development; approving a rezoning of approximately 28.1 acres of land located at the southwest corner of West Twin Peaks Road and West Desert Falcon Lane, from R-36 (Residential) to SP (Specific Plan), creating the OVCN Twin Peaks Campus Specific Plan; approving a minor amendment to the General Plan amending the land use category from LDR (Low density residential) to MPA (Master planned area) (Austin Schreffler)

Resolution No. 2026-066: Relating to Development; declaring as a public record filed with the Town Clerk the OVCN Twin Peaks Campus Specific Plan adopted by Ordinance No. 2026.015 (Austin Schreffler)

Discussion:

Request
Oro Valley Church of Nazarene is requesting approval to rezone approximately 28.1 acres of land from R-36 (Residential) to SP (Specific Plan), creating the OVCN Twin Peaks Campus Specific Plan, located generally at the southwest corner of W Twin Peaks Rd and W Desert Falcon Ln in Township 12S, Range 12E, Section 11.

Marana General Plan
The 2040 Marana General Plan designates the proposed rezoning area as the land use

category of Low Density Residential (LDR). This designation accommodates a range of residential densities between 1 and 2 dwelling units per acre, along with limited commercial, offices, education, and religious institutions. A General Plan Minor Amendment (GPA2601-001) accompanies this request to change the land use designation from Low Density Residential (LDR) to Master Planned Area (MPA).

Surrounding Land Use and Site Characteristics
The project area is bordered on the north by Desert Falcon Ln and land zoned 'C', owned by the State of Arizona. To the east is Twin Peaks Road Right-of-way. To the south is vacant land zoned R-36 (Residential). The land to the west is a part of unincorporated Pima County and features rural residential homes.

Proposed Land Use
The proposed 28.1 acre rezoning area will feature a religious facility, sports fields, early childhood education, a gymnasium, and other religious-based uses. These uses are allowed by right under the current R-36 zoning designation. However, the proposed specific plan would increase the maximum building height in the rezoning area from the 30' allowed in the R-36 zone to 40' to accommodate the gymnasium, and is the reason for this rezoning request. Comprehensive Town reviews, including of all improvement plans, Development Plans, and landscaping plans, will be performed for all proposed development and compliance with the Town's Commercial Design Standards will be required.

Access and Circulation
Access to the rezoning area is proposed at one location on Desert Falcon Ln and one location on Twin Peaks Rd. A traffic study has been reviewed by the Marana Traffic Engineering Division.

Utilities
The rezoning area is located in the "B" pressure zone of Marana Water's Intended Service Area. No existing water mains are currently located within this pressure zone. A water service agreement will be required by Marana Water and all necessary on-site and off-site water infrastructure will be required to be constructed by the property owner / developer at the time of development. The rezoning area is located within Pima County Regional Wastewater Reclamation's service area.

Citizen Participation
The applicants directly notified, by correspondence, all property owners within 300 feet offering to meet and discuss the project. 26 nearby residents attended, and to date the Town has received four letters of opposition. These letters can be found as attachments to this agenda item. The primary concern is linked to traffic on Desert Falcon Ln, with residents requesting Twin Peaks-only access.

Public Notification
This public hearing was properly noticed in The Daily Territorial and all property owners within 300 feet of the boundary of the rezoning area were sent notification by first class mail of the date, time, and topic of the public hearing. A sign giving notice of

the public hearing was posted on the subject property. Additional notice was posted at various locations within the community.

Case Analysis Review Criteria
Pursuant to Town Code section 17-3-1(D), the Planning Commission and Town Council shall consider the following criteria, at a minimum, in reviewing an application for rezoning:

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

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

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

With the acceptance of the recommended conditions, this rezoning will benefit the community by constructing a modern, pedestrian-friendly church campus with recreational and educational opportunities for youth.

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

As mentioned previously, the proposed use(s) are permitted by right under the current zoning except for the height of the gymnasium. Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding area and does not appear to adversely impact the adjacent street network or generate such excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances.

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

The rezoning amendment conforms to the goals and policies of the general plan, the land development code, and other town regulations and guidelines.

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

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

- Whether the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development;

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

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

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

- Whether the subject property is suitable for the uses to which it has been restricted

under the existing zoning classification;
Based upon the rezoning requirements and conditions, the subject property is suitable for the proposed uses.

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

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

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

Based upon the rezoning subject area location, there is an adequate supply of land available in the area and the surrounding community to accommodate the zoning and community needs.

Planning Commission Recommendation

The proposed rezoning was considered at a public hearing before the Marana Planning Commission on July 29th, 2026. The Planning Commission voted unanimously (5-0 with two commissioners absent) to recommend to the Town Council approval of the requested rezoning.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Ordinance No. 2026.015, approving a rezoning of approximately 28.1 acres of land located at the southwest corner of West Twin Peaks Road and West Desert Falcon Lane, from R-36 (Residential) to SP (Specific Plan), and approving a minor amendment to the General Plan amending the land use category from LDR (Low density residential) to MPA (Master planned area) and Resolution No. 2026-066, declaring as a public record filed with the Town Clerk the OVCN Twin Peaks Campus Specific Plan.

Attachments

Ordinance No. 2026.015
Exhibit A to Ordinance - Legal Description
Resolution No. 2026-066
Exhibit A to Resolution - OVCN Specific Plan
Resident Concern 1
Resident Concern 2
Resident Concern 3

MARANA ORDINANCE NO. 2026.015

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 28.1 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF WEST TWIN PEAKS ROAD AND WEST DESERT FALCON LANE, FROM R-36 (RESIDENTIAL) TO SP (SPECIFIC PLAN), CREATING THE OVCN TWIN PEAKS CAMPUS SPECIFIC PLAN; APPROVING A MINOR AMENDMENT TO THE GENERAL PLAN AMENDING THE LAND USE CATEGORY FROM LDR (LOW DENSITY RESIDENTIAL) TO MPA (MASTER PLANNED AREA)

WHEREAS Oro Valley Church of the Nazarene (the "Property Owners") owns approximately 28.1 acres of land located at the southwest corner of West Twin Peaks Road and West Desert Falcon Lane in Section 11, Township 12 South, Range 12 East, described on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owners have authorized Paradigm Land Solutions to rezone the Rezoning Area from R-36 (Residential) to SP (Specific Plan), creating the OVCN Twin Peaks Campus Specific Plan ("this Rezoning"), and to amend the Make Marana 2040 General Plan (the "General Plan") to change the General Plan designation of the Rezoning Area from LDR (Low Density Residential) to MPA (Master Planned Area); and

WHEREAS the Marana Planning Commission held a public hearing to consider this Rezoning on July 29, 2026, and voted 5-0, with two commissioners absent, to recommend that the Town Council approve this Rezoning, subject to the recommended conditions; and

WHEREAS the Marana Town Council held a public hearing to consider this Rezoning on September 1, 2026 and determined that this Rezoning should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from R-36 (Residential) to SP (Specific Plan). The OVCN Twin Peaks Campus Specific Plan, one electronic and one printed copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which was made a public record by and is attached as Exhibit A to Marana Resolution No. 2026-066, is hereby referred to, adopted and made part of this ordinance as if fully set out here.

Section 2. A minor amendment to the General Plan is hereby approved, changing the General Plan designation of the Rezoning Area from LDR (Low Density Residential) to MPA (Master Planned Area).

Section 3. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owners and their successors in interest (all of whom are collectively included in the term "Property Owners" in the following conditions):

1. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. Any preliminary plat or development plan for any portion of the Rezoning Area shall be in general conformance with the conceptual land use plan presented to and approved by the Town Council as part of this Rezoning.
3. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat (if applicable), final plat, or development plan for any portion of the Rezoning Area.
4. A detailed traffic impact analysis (TIA) must be submitted by the Property Owners and accepted by Town staff prior to approval of a preliminary plat (if applicable), final plat, or development plan for any portion of the Rezoning Area. The Property Owners may be required to submit an updated TIA or updated traffic studies when warranted by changes to the Rezoning Area or in development surrounding the Rezoning Area.
5. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by the Marana Water Department (the "water provider") prior to approval of a preliminary plat for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP. The Property Owners may be required to submit an updated WIP when warranted by changes to the Rezoning Area or in development surrounding the Rezoning Area.
6. A master sewer plan must be submitted by the Property Owners and accepted by the Pima County Regional Wastewater Reclamation Department (the "wastewater utility") prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required

by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan. The Property Owners may be required to submit an updated sewer plan when warranted by changes to the Rezoning Area or in development surrounding the Rezoning Area.

7. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat (if applicable), final plat, or development plan for any portion of the Rezoning Area.
8. The final design of all streets and circulation facilities, including gated access (if applicable) and emergency access, must be accepted by the Northwest Fire District prior to Town Council consideration of a final plat for any portion of the Rezoning Area.
9. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.
10. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.
11. Within 60 days after the adoption of this ordinance, the Property Owners shall provide the Development Services Department with five bound copies and one electronic copy in PDF format which will also include graphics of the conceptual land use plan in JPEG or other suitable format of the OVCN Twin Peaks Campus Specific Plan as amended by this ordinance.

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

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of September 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

EXHIBIT "A" to Marana Ordinance No. 2026.015

Legal Description

For APN/Parcel ID(s): 216-20-0200, 216-20-016X, 216-20-016Z, 216-20-016Y and 216-20-016D

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

PARCEL A:

The East half of the Northeast Quarter of the Northeast Quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPTING THEREFROM the following parcel, more particularly described as follows:

A portion of the Northeast Quarter of the Northeast Quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 11, said point being marked by a 3 inch open iron pipe with a 60D nail in the center;

Thence South 00 degrees, 01 minutes, 51 seconds West, along the East line of the Northeast Quarter of said Section 11, a distance of 655.78 feet to the Point of Beginning;

Thence continue South 00 degrees, 01 minutes, 51 seconds West, along said East line, a distance of 3.35 feet to an aluminum capped pin marked RLS 1052;

Thence South 00 degrees, 03 minutes, 20 seconds West, along the East line of the Northeast Quarter of said Section 11, a distance of 197.24 feet;

Thence North 89 degrees, 50 minutes, 55 seconds West, a distance of 659.14 feet to a point;

Thence North 00 degrees, 09 minutes, 11 seconds East, a distance of 196.03 feet to a point;

Thence North 89 degrees, 45 minutes, 17 seconds East, a distance of 658.82 feet to the Point of Beginning; and

FURTHER EXCEPT a portion of the Northeast Quarter of the Northeast Quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 11, said point being marked by a 3 inch open iron pipe with a 60D nail in the center;

Thence South 00 degrees, 01 minutes, 51 seconds West, along the East line of the Northeast Quarter of said Section 11, a distance of 659.13 feet to an aluminum capped pin marked RLS 1052;

Thence South 00 degrees, 03 minutes, 20 seconds West, along the East line of the Northeast Quarter of said Section 11, a distance of 197.24 feet to the Point of Beginning;

Thence continue South 00 degrees, 03 minutes, 20 seconds West along said East line, a distance of 198.21 feet to a point;

Thence North 89 degrees, 50 minutes, 55 seconds West, a distance of 659.48 feet to a point;

Thence North 00 degrees, 09 minutes, 11 seconds East, a distance of 198.21 feet to a point;

Thence South 89 degrees, 50 minutes, 55 seconds East, a distance of 659.14 feet to the Point of Beginning; and

FURTHER EXCEPT A portion of the Northeast Quarter of the Northeast Quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 11, said point being marked by a 3 inch open iron pipe with a 60D nail in the center;

Thence South 00 degrees, 01 minutes, 51 seconds West, along the East line of the Northeast Quarter of said Section 11, a distance of 659.13 feet to an aluminum capped pin marked RLS 1052;

Thence South 00 degrees, 03 minutes, 20 seconds West, along the East line of the Northeast Quarter of said Section 11, a distance of 395.45 feet to the Point of Beginning;

Thence continue South 00 degrees, 03 minutes, 20 seconds West along said East line, a distance of 264.12 feet to an aluminum capped pin marked RLS 1052;

Thence North 89 degrees, 50 minutes, 55 seconds West, a distance of 659.93 feet to a point;

Thence North 00 degrees, 09 minutes, 11 seconds East, a distance of 264.12 feet to a point;

Thence South 89 degrees, 50 minutes, 55 seconds East, a distance of 659.48 feet to the Point of Beginning.

EXCEPTING THEREFROM any portion lying within that certain Final Order of Condemnation recorded February 24, 2012 at Recording No. 2012-0550349.

Jv Arb - 292

Tax Parcel Number: 216-20-0200
Recording No: 2024-2600126

PARCEL B:

A portion of the Northeast quarter of the Northeast quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 11, said point being marked by a 3 inch open iron pipe with a 60D nail in the center;

THENCE South 00° 01' 51" West, along the East line of the Northeast quarter of said Section 11, a distance of 655.78 feet to the POINT OF BEGINNING;

THENCE continue South 00° 01' 51" West, along said East line, a distance of 3.35 feet to an aluminum capped pin marked RLS 1052;

THENCE South 00° 03' 20" West, along the East line of the Northeast quarter of said Section 11, a distance of 197.24 feet to a point;

THENCE North 89° 50' 55" West, a distance of 659.14 feet to a point;

THENCE North 00° 09' 11" East, a distance of 196.03 feet to a point;

THENCE North 89° 45' 17" East, a distance of 658.82 feet to the POINT OF BEGINNING;

EXCEPT that portion thereof conveyed to the Town of Marana in Deed of Dedication recorded in Docket 13601, page 3024;

and

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America,

EXCEPTING THEREFROM any portion lying within that certain Final Order of Condemnation recorded February 24, 2012 at Recording No. 2012-0550349.

Jv Arb - 290

Tax Parcel Number: 216-20-016X
Recording No: 2024-2330247

PARCEL C:

A portion of the Northeast Quarter of the Northeast Quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 11, said point being marked by a 3 inch open iron pipe with a 60D nail in the center;

THENCE South 00 degrees 01 minutes 51 seconds West, along the East line of the Northeast Quarter of said Section 11, a distance of 659.13 feet to an aluminum capped pin marked RLS 1052;

THENCE South 00 degrees 03 minutes 20 seconds West, along the East line of the Northeast Quarter of said Section 11, a distance of 395.45 feet to the POINT OF BEGINNING;

THENCE continue South 00 degrees 03 minutes 20 seconds West along said East line, a distance of 264.12 feet to an aluminum capped pin marked RLS 1052;

THENCE North 89 degrees 50 minutes 55 seconds West, a distance of 659.93 feet to a point;

THENCE North 00 degrees 09 minutes 11 seconds East, a distance of 264.12 feet to a point;

THENCE South 89 degrees 50 minutes 55 seconds East, a distance of 659.48 feet to the POINT OF BEGINNING.

EXCEPT that portion conveyed to the Town of Marana in Docket 13682 at page 16.

EXCEPTING THEREFROM any portion lying within that certain Final Order of Condemnation recorded February 24, 2012 at Recording No. 2012-0550349.

Jv Arb - 302

Tax Parcel Number: 216-20-016Z
Recording No: 2024-2600122

PARCEL D:

A portion of the Northeast Quarter of the Northeast Quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 11, said point being marked by a 3 inch open iron pipe with a 60D nail in the center;

THENCE South 00 degrees 01 minutes 51 seconds West, along the East line of the Northeast Quarter of said Section 11, a distance of 659.13 feet to an aluminum capped pin marked RLS 1052;

THENCE South 00 degrees 03 minutes 20 seconds West, along the East line of the Northeast Quarter of said Section 11, a distance of 197.24 feet to the POINT OF BEGINNING;

THENCE continue South 00 degrees 03 minutes 20 seconds West along said East line, a distance of 198.21 feet to a point;

THENCE North 89 degrees 50 minutes 55 seconds West, a distance of 659.48 feet to a point;

THENCE North 00 degrees 09 minutes 11 seconds East, a distance of 198.21 feet to a point;

THENCE South 89 degrees 50 minutes 55 seconds East, a distance of 659.14 feet to the POINT OF BEGINNING.

EXCEPT that portion conveyed to the Town of Marana in Docket 13682 at page 16.

EXCEPTING THEREFROM any portion lying within that certain Final Order of Condemnation recorded February 24, 2012 at Recording No. 2012-0550349.

Jv Arb - 303

Tax Parcel Number: 216-20-016Y
Recording No: 2024-2600120

PARCEL E:

The Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

EXCEPTING THEREFROM any portion lying within that certain Final Order of Condemnation recorded February 24, 2012 at Recording No. 2012-0550349.

Jv Arb - 139

PARCEL E1:

A non-exclusive easement for ingress and egress and installation and maintenance of public utilities over the East 30 feet of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Tax Parcel Number: 216-20-016D
Recording No: 2024-2600126

MARANA RESOLUTION NO. 2026-066

RELATING TO DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE OVCN TWIN PEAKS CAMPUS SPECIFIC PLAN ADOPTED BY ORDINANCE NO. 2026.015

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the OVCN Twin Peaks Campus Specific Plan adopted by Ordinance No. 2026.015 and attached to and incorporated in this resolution as Exhibit A, one electronic and one paper copy of which are on file in the office of the Town Clerk, is hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of September, 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

OVCN Twin Peaks Campus
Specific Plan

(Case #PCZ2601-001)



Prepared For:

ORO VALLEY
CHURCH OF THE NAZARENE

Contact: Jeannie Hayward
Jeannie@OVCN.Church
(520) 297-8297

Prepared By:

PARADIGM LAND DESIGN

Contact: Paul Oland
GPO@ParadigmLand.US
(520) 664-4304

In Collaboration With:

SEAVER FRANKS ARCHITECTS INC AIA

RICK

M Esparza Engineering, LLC

May 2026

TABLE OF CONTENTS

I. INTRODUCTION 1

A. Project Overview 1

B. Primary Objectives 2

II. INVENTORY & ANALYSIS 3

A. Existing Land Uses 3

1. Site Location 3
2. Existing Onsite Land Uses, Zoning & General Plan 3
3. Existing Adjacent Zoning, General Plan, & Land Uses 4
4. Existing Septic Systems & Wells 5

Exhibit II-A-1: Site Location Map 6
Exhibit II-A-2: Existing Land Uses 7
Exhibit II-A-3: Existing Zoning 8
Exhibit II-A-4: Existing General Plan Land Use Designations 9

B. Topography and Grading 10

1. Topographic Characteristics 10
2. Pre-Development Average Cross Slope 10

Exhibit II-B-1: Topography 11

C. Hydrology 12

1. Off-site Features Affecting Site 12
2. Acreage of Upstream Offsite Watersheds 12
3. On-site Hydrology Characteristics 13
4. Existing Drainage Conditions along the Downstream Property Boundary 13

Exhibit II-C-1: Onsite & Offsite Hydrology 14
Exhibit II-C-2: FEMA Floodplain Map 15

D. Vegetation 16

1. Onsite Vegetative Communities 16
2. Significant, Threatened, or Endangered Flora 16
3. Vegetative Densities 16

Exhibit II-D-1: Vegetation 17

E. Wildlife 18

Exhibit II-E-1: AZGFD Report 19

F. Soils & Geology 31

1. Soils 31
2. Geology 31

Exhibit II-F-1: Hydrologic Soils 32

G. Viewsheds 33

1. Viewsheds Onto and Across the Property from Adjacent Areas 33
2. Views Which May be Blocked by the Proposed Development 33
3. Areas of High Visibility from Adjacent Offsite Locations 33

Exhibit II-G-1: Viewsheds & Site Photos Index 34
Exhibit II-G-2: Site Photos 35

H. Transportation 44

1. Existing / Proposed Offsite Streets Between the Development and the Nearest Arterial Streets 44
2. Proposed Internal Circulation and Access to/from Arterial Streets 44
3. Future Offsite Road Improvements 44
4. Nearby Arterial Streets 45
5. Nearby Arterial Intersections 45
6. Nearby Bicycle / Pedestrian Pathways 45

Exhibit II-I-1: Roadway Network 46

I. Recreation & Trails 47
Exhibit II-J-1: Recreation & Trails 48

J. Cultural, Archaeological, and Historic Resources 49
1. Onsite Resources 49
2. Archaeological Records 49
Exhibit II-K-1: AZSM Records Check 50

K. Existing Infrastructure & Public Facilities 53
1. Sewer 53
2. Water 53
3. Natural Gas 53
4. Electric 53
5. Fire Service 53
6. Police Service 53

Exhibit II-M-1: McHarg Composite Map 54

III. LAND USE PROPOSAL 55

A. Project Overview 55

B. Relationship to Town of Marana Adopted Plans 56

C. Compatibility to Adjoining Properties 56

D. Conceptual Land Use Plan 56
Exhibit III-D-1: Proposed Zoning 57
Exhibit III-D-2: Preliminary Site Plan Concept 58

E. Topography 59
1. Grading Concept 59
2. Encroachment onto Slopes of 15% or Greater 59
3. New Average Cross Slope 59
Exhibit III-E-1: Proposed Grading 60

F. Post-Development Hydrology 61
Exhibit III-F-1: Post Development Hydrology 62

G. Vegetation & Landscaping 63
1. Conceptual Land Use Plan Response to Existing Vegetation 63
2. Proposed Bufferyards 63
Exhibit III-G-1: Proposed Bufferyards 64
Exhibit III-G-2: Bufferyard Cross-Section 65

H. Wildlife 66

I. Viewsheds 66

J. Traffic 67

K. Public Utilities 68
1. Water 68
2. Sewer 68
3. Electric 68
4. Natural Gas 68
5. Telecommunications 68
Exhibit III-K-1: Proposed Water & Sewer 69
Exhibit III-K-2: Water Capacity Letter 70
Exhibit III-K-3: Sewer Capacity Letter 71

L. Public Service Impacts 72
1. Police 72
2. Fire 72
3. Trash & Recycling 72
4. Schools 72
5. Parks 72

M. Recreation & Trails 72

N. Cultural, Archaeological, & Historic Resources 72

IV. DEVELOPMENT & DESIGN STANDARDS 73

A. Purpose and Intent 73

B. Development Area (DA) 73
1. Permitted Uses 73
2. Allowable Accessory Uses: 73
3. Development Standards 73

C. Open Space (OS) 73
1. Permitted Uses 73

V. IMPLEMENTATION & ADMINISTRATION 74

A. Proposed Changes to Zoning Ordinance 74

B. Development Review Procedure 74

C. General Implementation Responsibilities 74

D. Phasing 74

E. Specific Plan Administration 74
1. Enforcement 74
2. Administrative & Substantial Changes 74
3. Interpretation 74

APPENDIX A – TRAFFIC IMPACT ANALYSIS 75

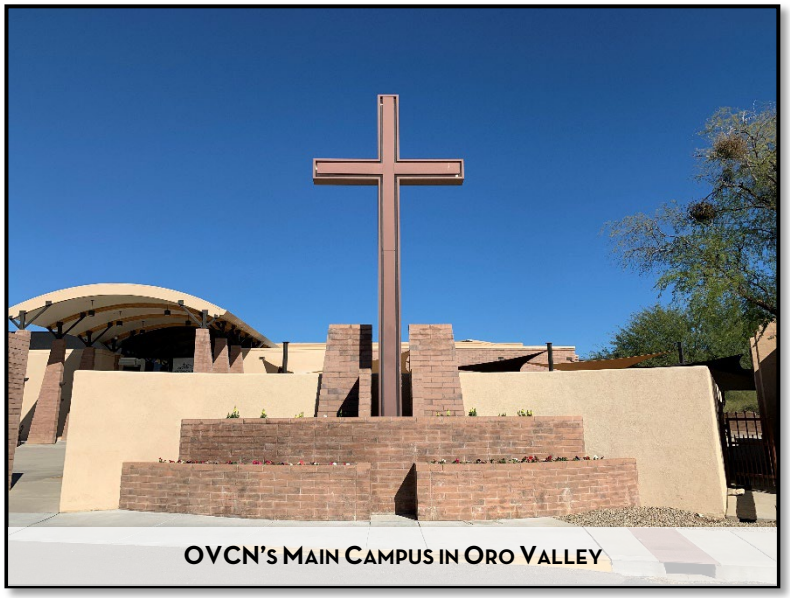
REFERENCES 76

I. INTRODUCTION

A. PROJECT OVERVIEW

The Oro Valley Church of the Nazarene ("OVCN") has been active in the community for many years. Their main campus and sanctuary in Oro Valley are very visible so as to encourage an open and welcoming experience, as will be the buildings and amenities now proposed at their Twin Peaks campus that is the subject of this document. This document has been prepared in support of a request to rezone the Property from R-36, Single Family Residential, to SP, Specific Plan. The Make Marana 2040 General Plan designates the Property as Low Density Residential, which will require a concurrent minor general plan amendment to move forward with this rezoning as proposed.

Partnering with a national sports ministry organization, OVCN has been blessed with the opportunity to leverage the outreach power of athletics to achieve and increase the impact of their mission of spreading the gospel. Sports often remove barriers and thus can create a wonderful environment for churches to build relationships and serve others. Sports ministry organizations partner with hundreds of churches across the country to help enable transformational experiences through organized youth sports leagues and activities. This Specific Plan is proposed in support of this expanding vision.



OVCN'S MAIN CAMPUS IN ORO VALLEY

Section III of this document provides details about this proposed campus development but generally speaking it will include three primary components: First, a large multi-use ministry building housing sport courts, worship spaces, classrooms, and offices. Second, outdoor athletic fields and associated improvements such as a playground and small concessions and restroom buildings. Third, a perimeter drainage channel that will protect the campus from flooding and also correct an existing drainage problem impacting several downstream neighbors. And fourth, sufficient parking areas to support all of the proposed facilities.

Religious land uses are permitted in all zoning districts, subject to the development regulations of each district. Thus, the proposed campus elements described in the previous paragraph are already allowed by right under the Property's existing zoning designation. The Property's current zoning limits the maximum building height to 30 feet, but the proposed multi-use building needs to be 40 feet in height due to the interior height requirements for volleyball courts. Specific Plan zoning is proposed simply because OVCN needs ten additional feet of building height.



OVCN's sole purpose for building their Twin Peaks campus is to continue carrying out its mission to bring the gospel of Jesus Christ to the northwest Tucson metropolitan area.



B. PRIMARY OBJECTIVES

OVCN proposes to include a worship sanctuary, children's and youth ministry areas, and classrooms as well as multi-use fields, sports courts, a playground, and other amenities associated with their growing sports ministry. The project has been carefully designed to be sensitive to nearby existing developments by providing landscape buffers along roadway frontages and adjacent property owners as required by the Town of Marana Land Development Code. Primary objectives of this proposal include:



- Construct a modern, pedestrian-friendly church campus that will be a blessing to area residents and the Town of Marana, and will include the following:
    - A worship sanctuary.
    - Facilities for their youth and children's ministries.
    - Classrooms for Sunday school and outreach events.
    - Multi-use fields, sports courts, a playground, and other amenities associated with their growing sports ministry.
    - Wide landscape bufferyards to reduce the potential impacts to neighboring property owners.
    - Drainage improvements that will support this development and also correct some existing flooding issues experienced by neighboring property owners.



II. INVENTORY & ANALYSIS

The purpose of the Inventory & Analysis section of this document is to catalog the various developmental opportunities and constraints impacting the property in order to provide a meaningful and relevant context for the development proposal detailed in Section III of this document. Through careful consideration of these existing conditions a design can be deemed compatible with its surroundings and appropriate for the area.

A. EXISTING LAND USES

1. Site Location

   The Property subject to this rezoning request consists of five parcels, totaling 28.1± acres located in the Town of Marana, Arizona, Section 11, Township 12 south, Range 12 east. The site is located west of Twin Peaks Road and south of Desert Falcon Lane. The Pima County Tax Assessor designates the subject property as parcel numbers 216-20-0200, 216-20-016X, 216-20-016Y, 216-20-016Z and 216-20-016D. See Exhibit II-A-1: Site Location Map.

   The Project's administrative address is 5452 W. Twin Peaks Rd.



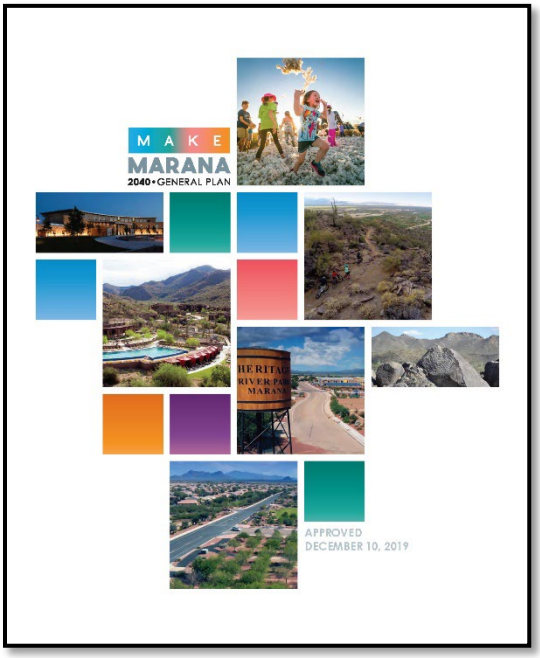
VIEW ACROSS THE PROPERTY

2. Existing Onsite Land Uses, Zoning & General Plan

   The Property is currently vacant and undeveloped. See Exhibit II-A-2: Existing Land Uses.

   This property is currently zoned R-36, Single-Family Residential in the Town of Marana. See Exhibit II-A-3: Existing Zoning.

   The Make Marana 2040 General Plan designates the OVCN property as LDR, Low Density Residential in the Town of Marana. See Exhibit II-A-4: Existing General Plan Land Use Designations.



3. Existing Adjacent Zoning, General Plan, & Land Uses

Surrounding Zoning, General Plan, & Land Uses

The Property is surrounded by properties featuring the following zoning classifications, general plan designations, and land uses. See Exhibit II-A-2: Existing Land Uses, Exhibit II-A-3: Existing Zoning, and Exhibit II-A-4: Existing General Plan Land Use Designations.

N:	Zoning:	C, Large Lot Zone
	General Plan:	LDR, Low Density Residential
	Land Use:	Undeveloped Arizona State Land
NE:	Zoning:	R-36, Single-Family Residential
	General Plan:	LDR, Low Density Residential
	Land Use:	Twin Peaks Road and Scattered Single-Family Residential
E:	Zoning:	R-36, Single-Family Residential and R-7 Single-Family Residential
	General Plan:	LDR, Low Density Residential
	Land Use:	Twin Peaks Road, Scattered Single-Family Residential, and The Enclave at Twin Peaks Residential Subdivision
SE:	Zoning:	R-7, Single-Family Residential
	General Plan:	LDR, Low Density Residential
	Land Use:	Twin Peaks Road and The Enclave at Twin Peaks Residential Subdivision
S:	Zoning:	R-36, Single-Family Residential and GR-1, Rural Residential Zone (Pima County)
	General Plan:	LDR, Low Density Residential
	Land Use:	Undeveloped Land
SW:	Zoning:	R-36, Single-Family Residential
	General Plan:	LDR, Low Density Residential
	Land Use:	Undeveloped Land
W:	Zoning:	GR-1, Rural Residential Zone (Pima County)
	General Plan:	LDR, Low Density Residential
	Land Use:	Scattered Single-Family Residential
NW:	Zoning:	GR-1, Rural Residential Zone (Pima Co.) and C, Large Lot Zone (Town of Marana)
	General Plan:	LDR, Low Density Residential
	Land Use:	Scattered Single-Family Residential and Undeveloped Arizona State Land

Surrounding Building Heights

Nearby structures are a mix of single and two-story.

Nearby Pending Rezonings

There are no pending rezonings within one-quarter mile of the Property.

Nearby Approved Conditional Use Cases

There are no approved conditional uses cases within one-quarter mile of the Property.

Nearby Approved Subdivisions / Development Plans

Nearby single-family residential subdivisions include the Enclave at Twin Peaks Subdivision, the Preserve at Twin Peaks Subdivision, the Twin Peaks Vista subdivision (under construction), and the Tavira at Twin Peaks Subdivision. The Preserve at Twin Peaks is currently the only subdivision that is completely developed.

Architectural Styles Used in Adjacent Projects

Architectural styles surrounding the Property are typical of most unplanned development in suburban and rural Pima County, which is a mix of traditional and contemporary southwest homes. These homes are mainly constructed with wood frames that utilize stucco and stone veneer and have either a flat or gabled tile roof.

4. Existing Septic Systems & Wells

The Property does not contain any existing septic systems or Arizona Department of Water Resource registered wells.

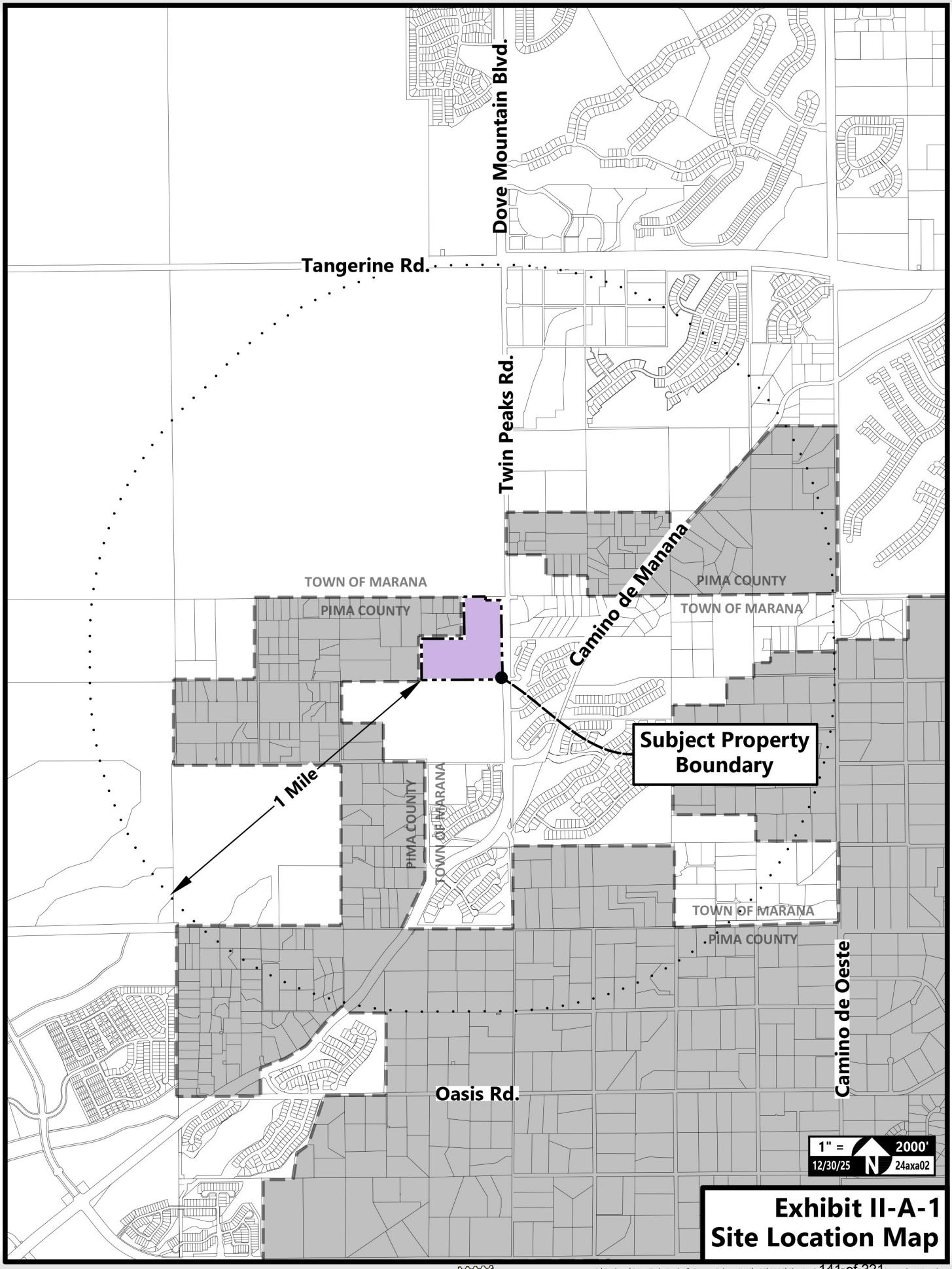


Exhibit II-A-1
Site Location Map

G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\Exhibit II-A-1 Location Map.dwg

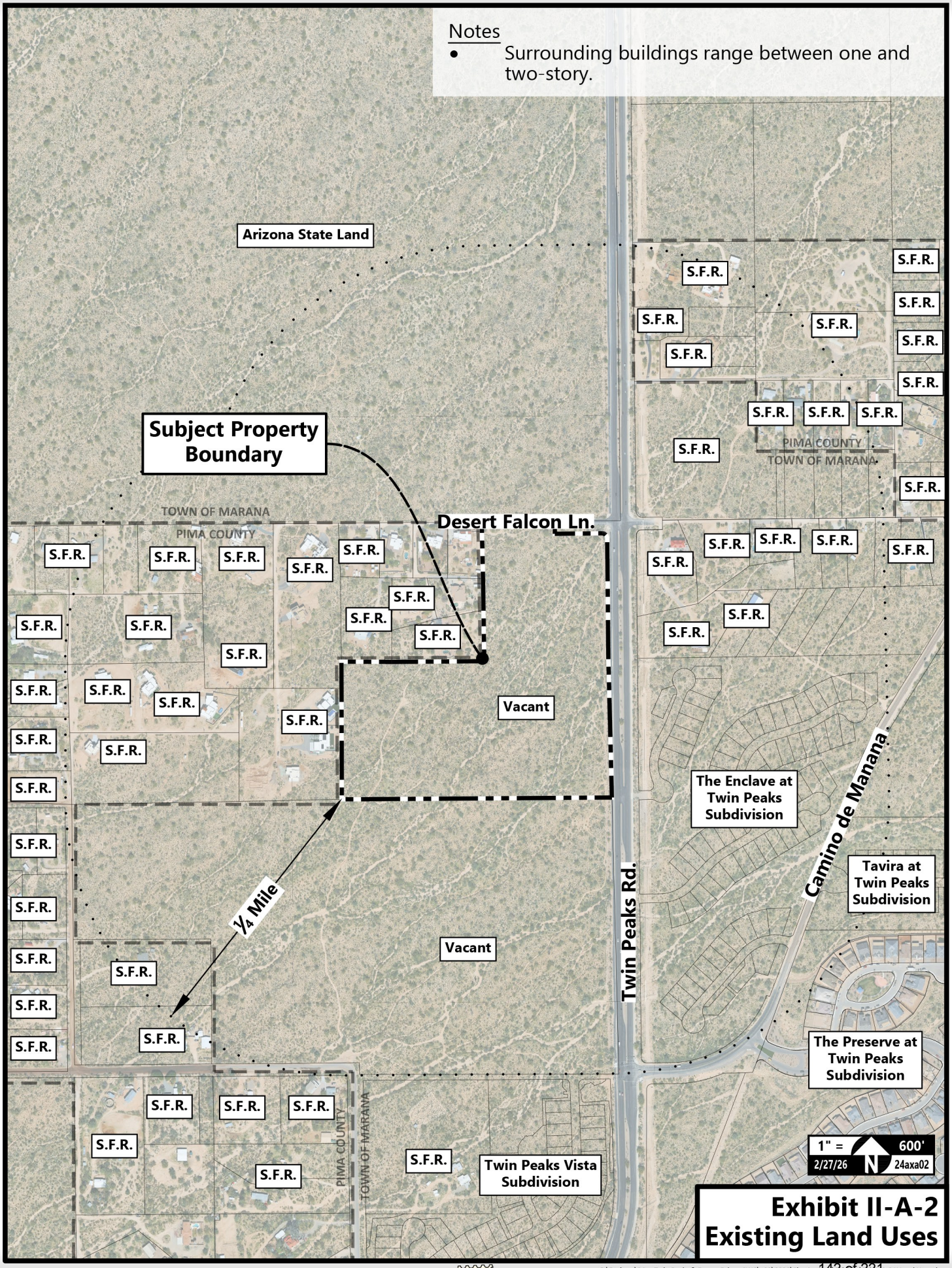
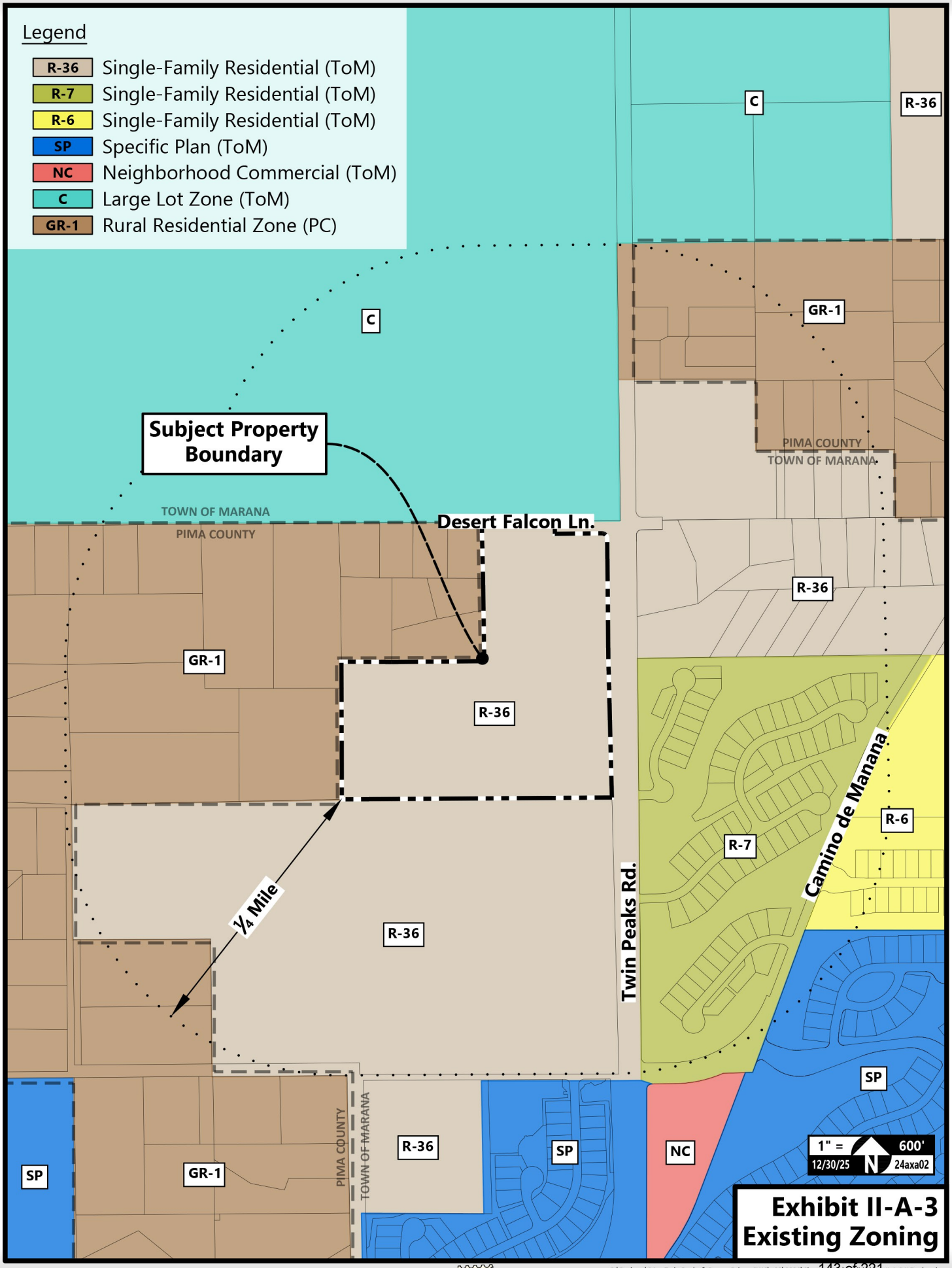


Exhibit II-A-2
Existing Land Uses

G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\Exhibits\II-A-2 X Land Uses.dwg


Legend
R-36 Single-Family Residential (ToM)
R-7 Single-Family Residential (ToM)
R-6 Single-Family Residential (ToM)
SP Specific Plan (ToM)
NC Neighborhood Commercial (ToM)
C Large Lot Zone (ToM)
GR-1 Rural Residential Zone (PC)
Subject Property Boundary
Desert Falcon Ln.
Twin Peaks Rd.
Camino de Manana
¼ Mile
TOWN OF MARANA
PIMA COUNTY
1" = 600'
12/30/25
24axa02
Exhibit II-A-3
Existing Zoning
G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\Ch II Exh II-A-3 X Zoning.dwg

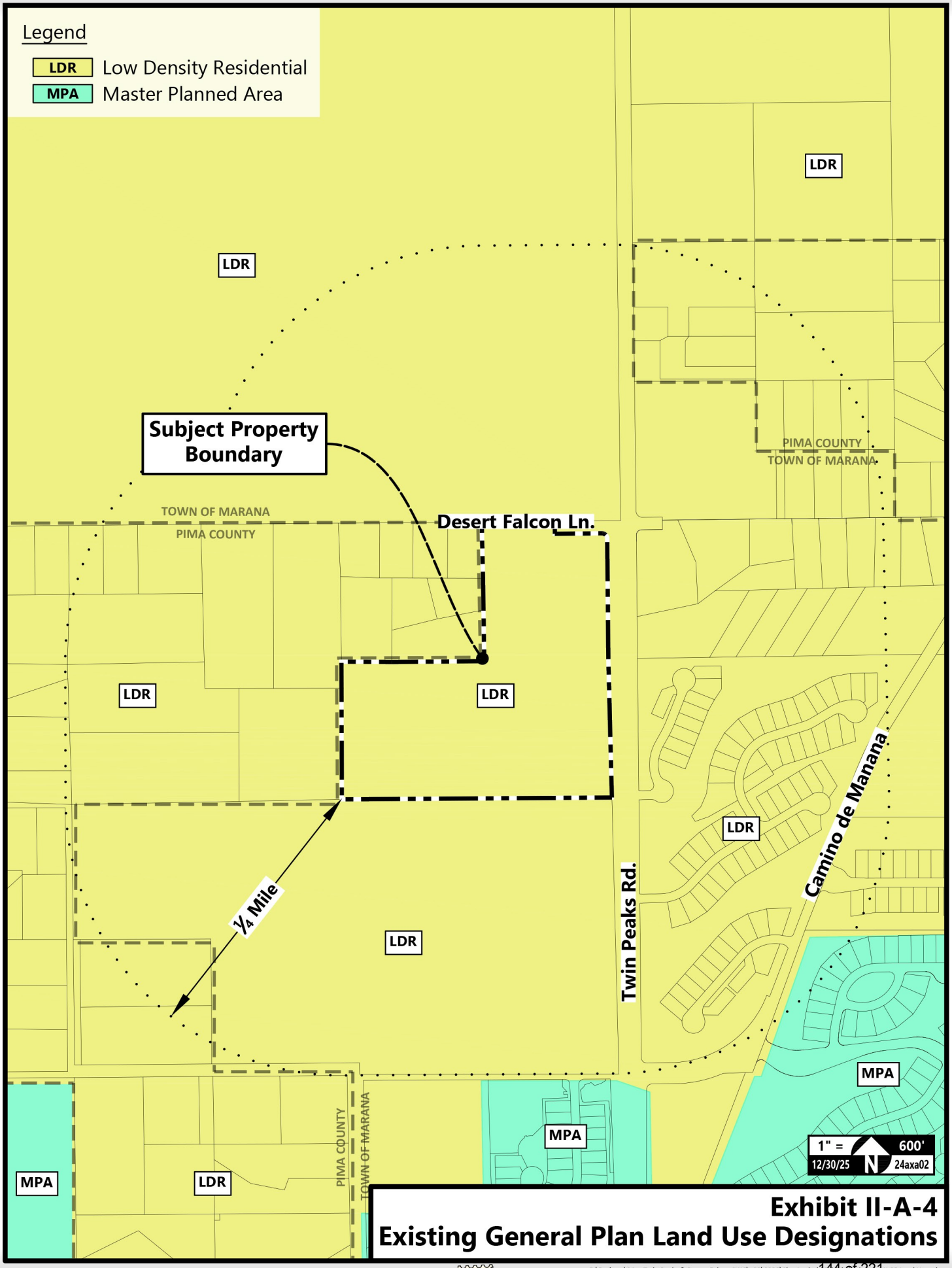


Exhibit II-A-4
Existing General Plan Land Use Designations

G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\Exhibit 24ax X GP Land Uses.dwg

B. TOPOGRAPHY AND GRADING

1. Topographic Characteristics

The topography of the Property is generally characterized by gently sloping terrain. The Property generally slopes downhill from the northeast to the southwest. Elevations range from approximately 2,444 feet above sea level at the highest point at the northeast corner of the property, to 2,394 feet above sea level at the southwest corner of the Property. The Property does not contain slopes that exceed 25% or rock outcrops. See Exhibit II-B-1: Topography.

i. Hillside & Conservation Areas

The Property does not contain any hillside and/or conservation areas.

ii. Rock Outcrops

The Property does not contain rock outcrops.

iii. Slopes of 15% or Greater

The Property does not contain any natural slopes of 15% or greater.

iv. Other Significant Topographic Features

There are no significant topographic features onsite.

2. Pre-Development Average Cross Slope

The pre-development average cross slope of the Property is approximately 3.3% according to the following formula:

C = Contour Interval
L = Length of Topographic Contours
A = Area of Property
(C x L x 0.0023) / A = Average Cross Slope
(2 x 20,241 x 0.0023) / 28.1 = 3.3%



Notes

- Average Cross Slope = $\frac{2 \times 20{,}241 \times 0.0023}{28.1} = 3.3\%$
- There are no rock outcrops, restricted peaks or ridges, or slopes greater than 15% onsite.

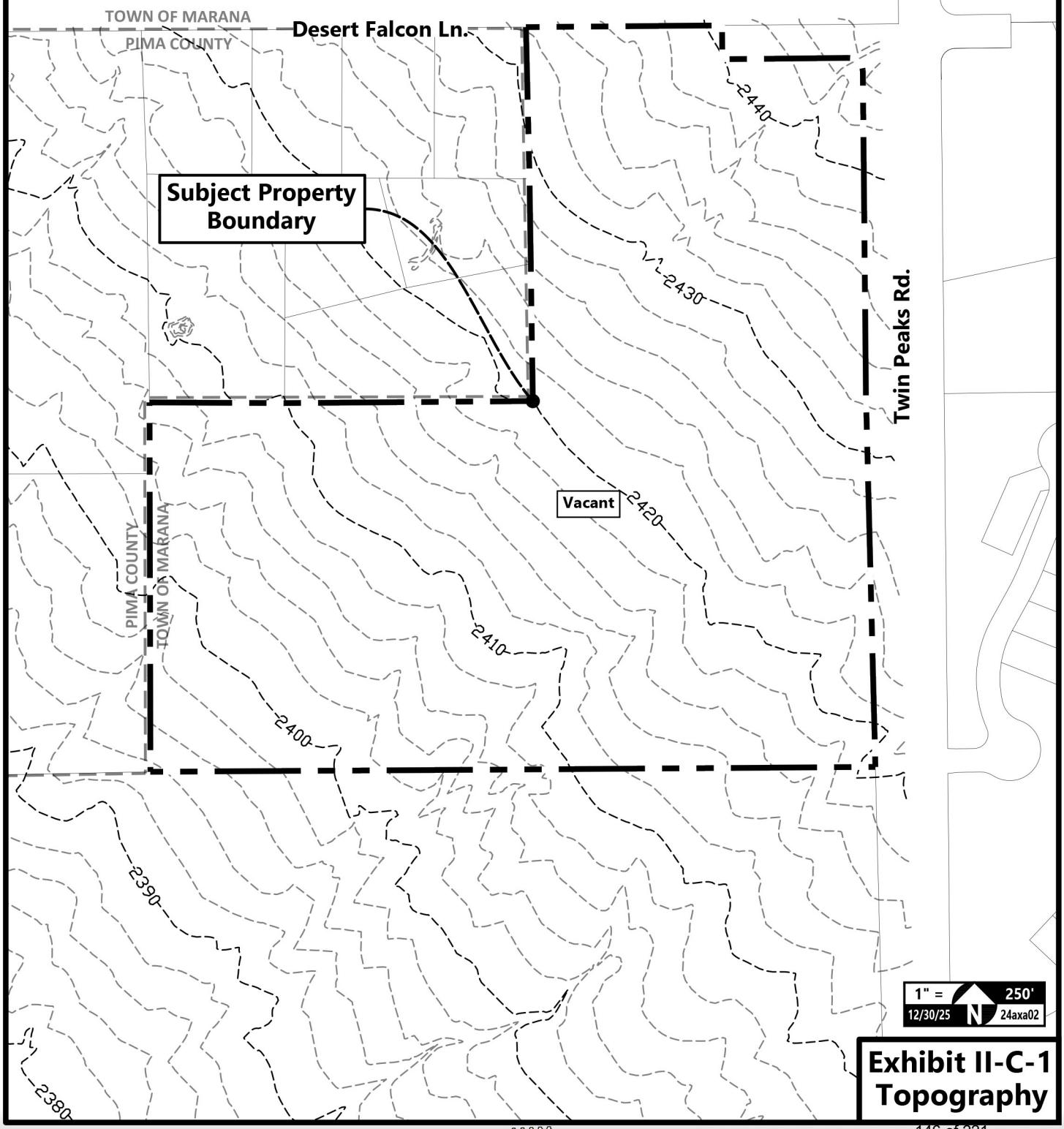


Exhibit II-C-1
Topography

G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\Exhibits\Exh II-B-1 Topo.dwg

C. HYDROLOGY

This section of the site analysis describes pre-development onsite and offsite hydrologic and hydraulic characteristics. Rick Engineering Company (RICK) conducted a preliminary drainage assessment for the development site based on the previous reports and results of hydrologic computations using the Pima County Regional Flood Control District's web-based PC Hydro.

1. Off-site Features Affecting Site


AN UPSTREAM CULVERT UNDER TWIN PEAKS ROAD

There are various existing cross-drainage culverts that convey offsite flows across Twin Peaks Road onto the project site. The magnitude of offsite flows conveyed by the culverts have been quantified and is detailed in the Final Drainage Report for Camino de Manana prepared by Psomas, seal date 02/21/2008. The offsite flows primarily impact the site from the north and east and is conveyed across the site from the northeast to southeast. Upstream of Twin Peaks Road, floodplain conditions can be defined as shallow concentrated flow and channelized flow. The as-built design of the Twin Peaks Road and culverts are such that the offsite flows could break out from north to south at some of the culvert inlet locations. The break-out flows are conveyed along the Road and will propagate southward from one culvert inlet to another beyond the limits of the project site.

2. Acreage of Upstream Offsite Watersheds

Exhibit II-C-1: Onsite & Offsite Hydrology shows the boundaries of local offsite and onsite watersheds as well as series of existing cross-drainage culverts that convey flows across Twin Peaks Road and onto the project site. The project is located within a critical basin as defined by the Town of Marana. The upstream offsite watersheds impact the subject property at nine concentration points along the north and east property boundaries. These Concentration Points (CPs) are labeled numerically on Exhibit II-C-1: Onsite & Offsite Hydrology, and their respective 100-year discharges and watershed acreages are listed in tabular form on the exhibit. These flows are summarized below.

Concentration Points (CPs)	Area (Acres)	Q100 (CFS)
1OS	2.7	13.8
2OS	0.9	3.9
3OS (incl. CPs 19 & 19)	516.5	1,051.5
17	510.0	996
16	510.0	996
15	1.4	9
14	103.0	1,053 *
11	2.6	15
10	2.0	12

* Includes split flows from other watersheds.

3. On-site Hydrology Characteristics

The project site is currently undeveloped and generally slopes from northeast to southwest. In existing drainage conditions, all onsite-generated stormwater runoff as well as contributing offsite flows is conveyed within a defined flow path and exit the site at seven historical outfall locations. The site is delineated into five sub-watersheds with CPs labelled 1E to 5E as shown on Exhibit II-C-1: Onsite & Offsite Hydrology. Due to distributary nature of flow paths, some flows (especially at CP 3E) will exit and re-enter the project site again and will ultimately exit the site at CP 4E. During a higher magnitude flood, flow patterns are such that flows at one concentration points may break out into another consistent with distributary nature of upstream contributing offsite watersheds.

i. 100-year Floodplains with Peak Discharges · 50 CFS

All peak discharges entering and exiting the site, as well as their contributing drainage areas have been shown on Exhibit II-C-1: Onsite & Offsite Hydrology.

ii. Areas of Sheet Flooding and Average Depths

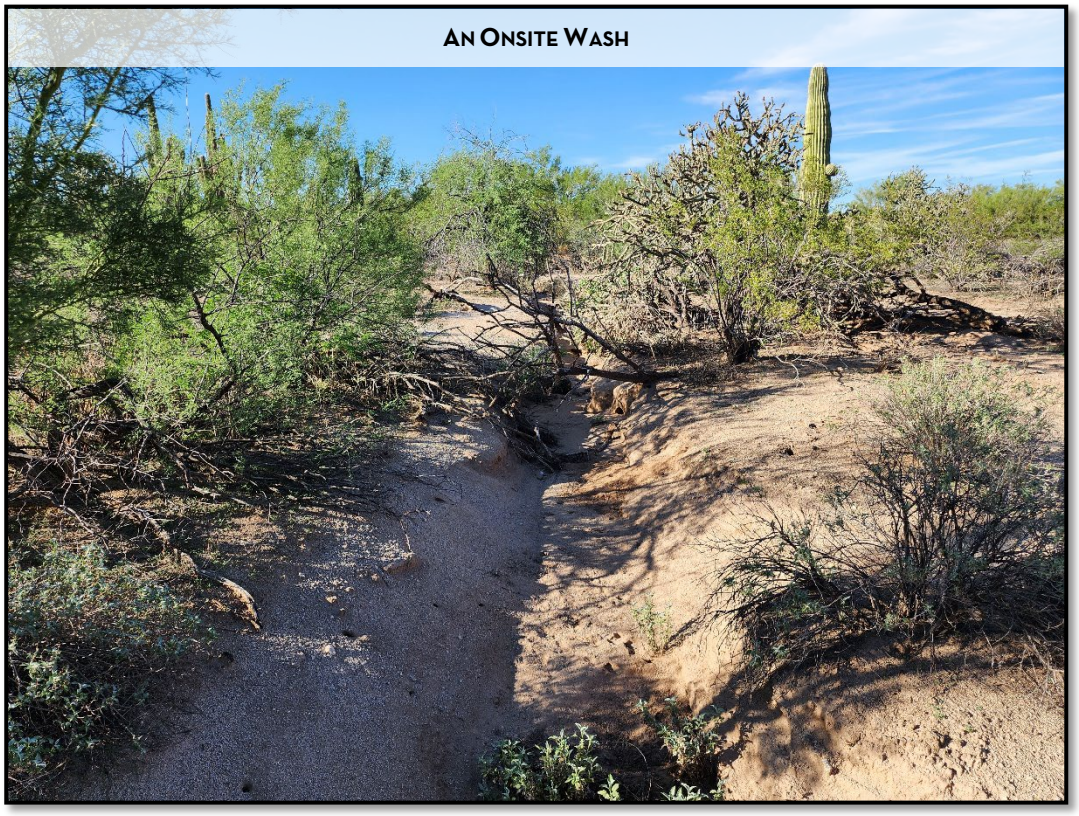
Areas of sheet flooding are present across this entire development site.

iii. Federally mapped floodways and floodplains

There is no federally mapped floodway at the project site. The effective FEMA floodplain limits and zone designations have been shown on Exhibit II-C-2: FEMA Floodplain Map. The FEMA Flood Insurance Rate Map Panel 04019C1065L as revised by LOMR (Case No. 17-09-0328P, effective 10/20/2017) shows the property to be in shaded Zone X which is defined as areas subject to inundation by 1% annual chance flooding, with depths less than 1 foot. A small portion of the project site is within effective Zone AO-1.

4. Existing Drainage Conditions along the Downstream Property Boundary

The combined onsite and offsite stormwater runoff leaves the site along the south and west property boundaries at multiple well-defined historical outfall locations as an overland concentrated flow.



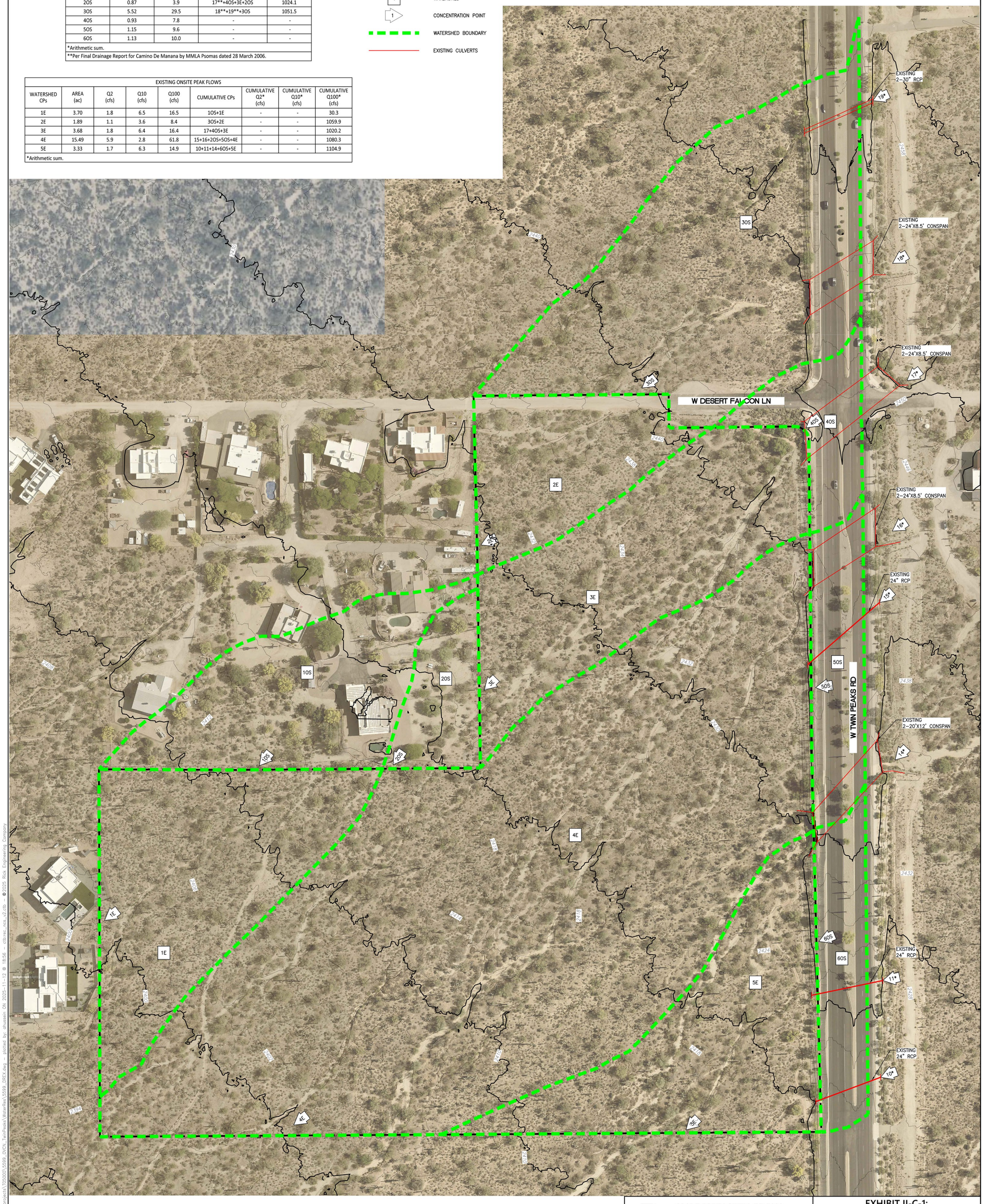
AN ONSITE WASH

EXISTING OFFSITE PEAK FLOWS				
WATERSHED CPs	AREA (ac)	Q100 (cfs)	CUMULATIVE CPs	CUMULATIVE Q100* (cfs)
10**	-	12	-	-
11**	-	15	-	-
14**	-	1053	-	-
15**	-	9	-	-
16**	-	996	-	-
17**	-	996	-	-
18**	-	996	-	-
19**	-	26	-	-
1OS	2.66	13.8	-	-
2OS	0.87	3.9	17**+4OS+3E+2OS	1024.1
3OS	5.52	29.5	18**+19**+3OS	1051.5
4OS	0.93	7.8	-	-
5OS	1.15	9.6	-	-
6OS	1.13	10.0	-	-
*Arithmetic sum.				
**Per Final Drainage Report for Camino De Manana by MMLA Psomas dated 28 March 2006.				

EXISTING ONSITE PEAK FLOWS								
WATERSHED CPs	AREA (ac)	Q2 (cfs)	Q10 (cfs)	Q100 (cfs)	CUMULATIVE CPs	CUMULATIVE Q2* (cfs)	CUMULATIVE Q10* (cfs)	CUMULATIVE Q100* (cfs)
1E	3.70	1.8	6.5	16.5	1OS+1E	-	-	30.3
2E	1.89	1.1	3.6	8.4	3OS+2E	-	-	1059.9
3E	3.68	1.8	6.4	16.4	17+4OS+3E	-	-	1020.2
4E	15.49	5.9	2.8	61.8	15+16+2OS+5OS+4E	-	-	1080.3
5E	3.33	1.7	6.3	14.9	10+11+14+6OS+5E	-	-	1104.9
*Arithmetic sum.								

LEGEND

- 1 — WATERSHED
- 1 — CONCENTRATION POINT
- WATERSHED BOUNDARY
- EXISTING CULVERTS



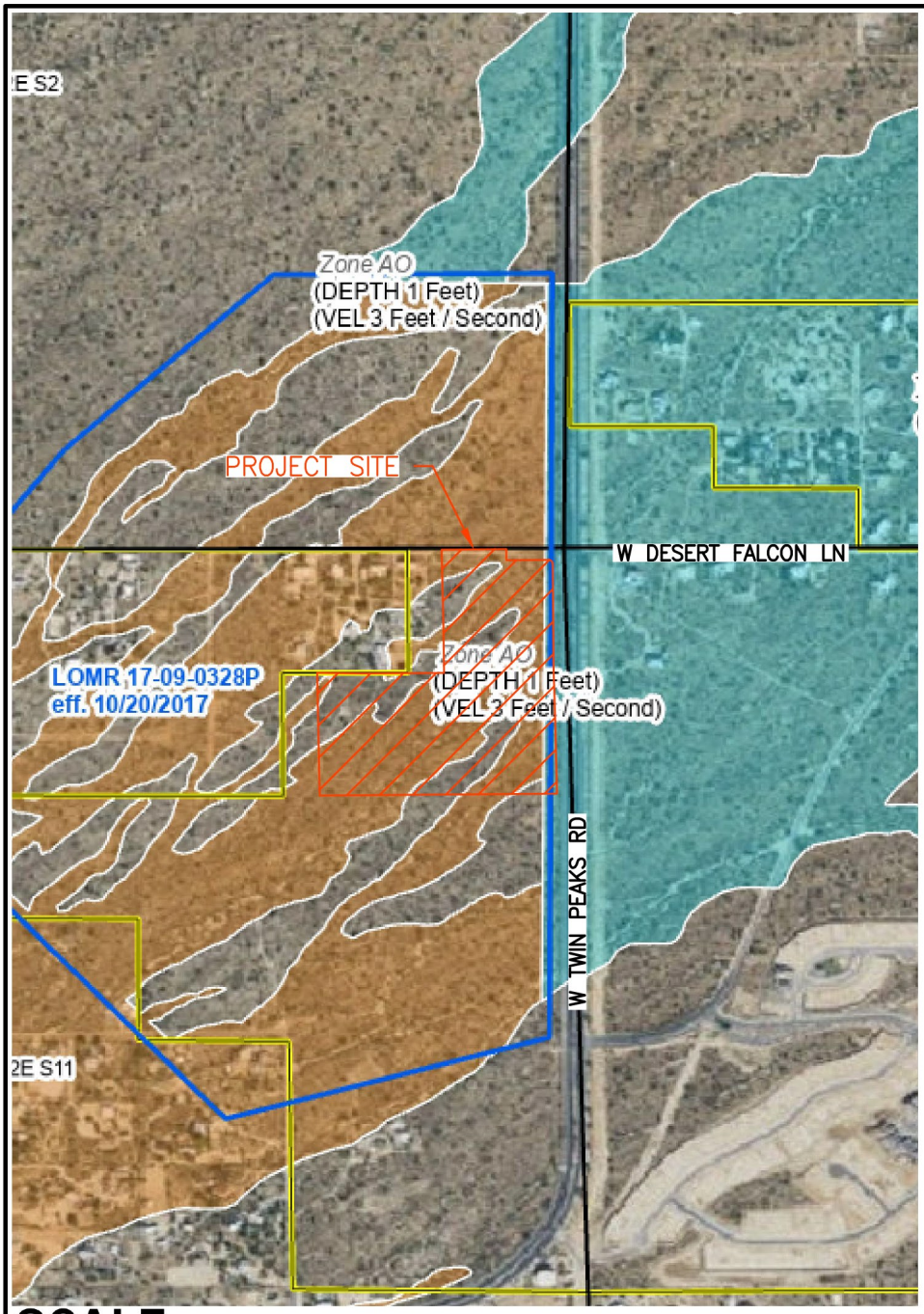
\\cp.rickeng.com\projects\105000\5599_OVCN_TwinPeaks\WaterRes\5599_DREX.dwg – plotted by: ahussein ON: 2025-11-12 @ 18:56 – ctb=rec_ncs_v2.ctb – © 2025 Rick Engineering Company

60 30 0 60 120
GRAPHIC SCALE: 1"=60'

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

EXHIBIT II-C-1:
ONSITE AND OFFSITE HYDROLOGY
OVERALL TWIN PEAKS

PROJECT NO:	5599	SCALE:	1"=60'
DRAWN BY:	AJH	DATE:	11/12/2025



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR DRAFT FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee See Notes *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- 8 Coastal Transect
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary

FEMA

National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP

PANEL 1065 OF 4725

Panel Contains:

COMMUNITY	NUMBER	PANEL
TOWN OF MARANA	040118	1065
PIMA COUNTY UNINCORPORATED AREAS	040073	1065

MAP NUMBER
04019C1065L
EFFECTIVE DATE
June 16, 2011

SCALE

Map Projection:
GCS, Geodetic Reference System 1980;
Vertical Datum: NAVD88

For information about the specific vertical datum for elevation features, datum conversions, or vertical monuments used to create this map, please see the Flood Insurance Study (FIS) Report for your community at https://msc.fema.gov

1 inch = 1,000 feet 1:12,000

0 500 1,000 2,000 3,000 4,000 Feet

0 105 210 420 630 840 Meters

N

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at https://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates, refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Basemap information shown on this FIRM was provided in digital format by USDA, Farm Service Agency (FSA). This information was derived from NAIP, dated April 11, 2018.

This map was exported from FEMA's National Flood Hazard Layer (NFHL) on 10/29/2024 11:33 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. For additional information, please see the Flood Hazard Mapping Updates Overview Fact Sheet at https://www.fema.gov/media-library/assets/documents/118418

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes. Portions of a FIRM panel will be revised at a later date to update the flood hazard information associated with this subzone. The flood hazard data inside this boundary on the FIRM panel has been republished from the previous effective (historic) FIRM for this area, after being converted from NGVD 29 to NAVD 88.

ATTENTION: The levee, dike, or other structure that receives flood hazard reduction credit on this FIRM is shown on the Flood Insurance Rate Map (FIRM) with a black line adjacent to the shaded Special Flood Hazard Area (SFHA). For information on the estimated height of the levee structure, the Design Flood Elevation (DFE), and other pertinent data for the levee, see the Publication Info Page for this FIRM panel.

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

EXHIBIT II- C-2:

EFFECTIVE FEMA FLOODPLAIN MAP OVCN ON TWIN PEAKS

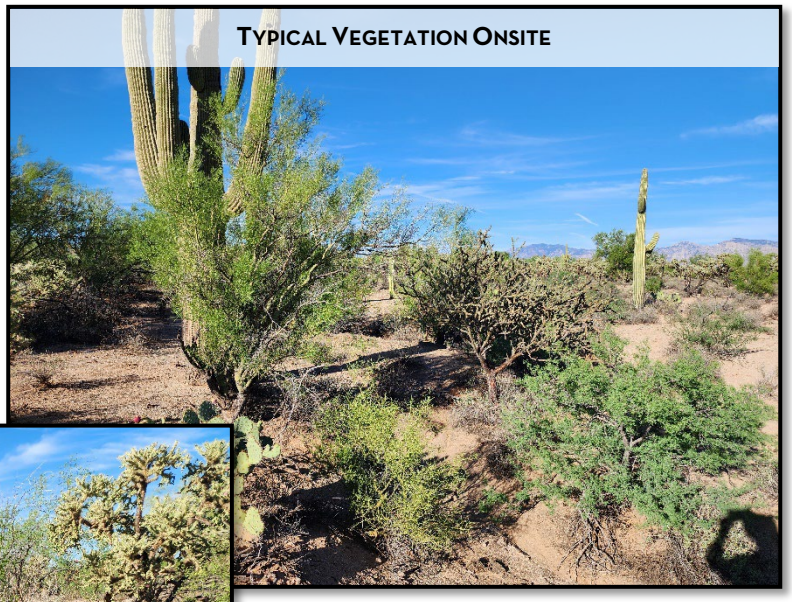
PROJECT NO:	5599
DRAWN BY:	AJH
CHECKED BY:	AJH
SCALE:	1"=1000'
DATE:	11/12/2025

\\cp.rickeng.com\projects\T05000\5599_OVCN_TwinPeaks\WaterRes\5599_FEMA-FIRM.dwg

D. VEGETATION

1. Onsite Vegetative Communities

The Property has onsite vegetation that is typical of the Arizona Upland Sonoran Desert Scrub Biotic Community, Paloverde – Mixed Cacti series. Native species include creosote, mesquite, palo verde, cholla, prickly pear, and saguaro. See Exhibit II-D-1: Vegetation.



TYPICAL VEGETATION ONSITE



AN EPHEMERAL WASH ONSITE

2. Significant, Threatened, or Endangered Flora

The Property is not known to have any threatened or endangered flora. Several significant saguaros exist onsite.

3. Vegetative Densities

The vegetative density on the Property is approximately 50-60 percent plant cover but is typically scattered evenly across the site. Slightly higher concentrations of vegetation exist along the braided wash alignments that criss-cross the Property.

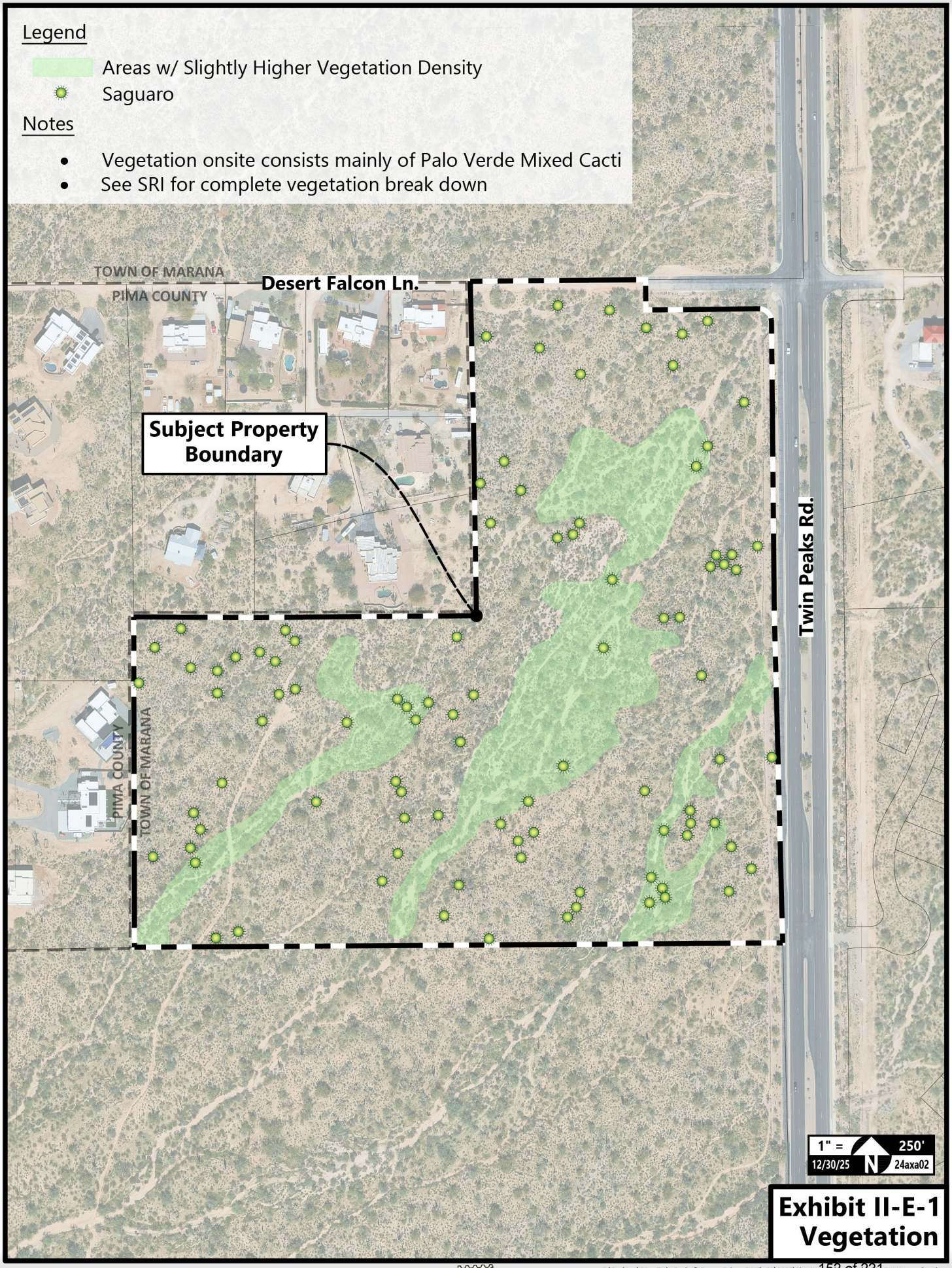


Exhibit II-E-1 Vegetation

G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\24axa02 II-D-1 Vegetation.dwg

E. WILDLIFE

The Arizona Game and Fish Department's online review tool has been consulted, and the Environmental Review report, dated July 22, 2025, indicates that several federally listed species have been known to exist in the vicinity of this development. Any protected species encountered onsite will be handled according to applicable regulatory criteria. See Exhibit II-E-1: AZGFD Report.



CUTE DESERT WILDLIFE TYPICAL OF THE PROJECT VICINITY

Exhibit II-E-1: AZGFD Report

Arizona Environmental Online Review Tool Report

Arizona Game and Fish Department Mission
To conserve Arizona's diverse wildlife resources and manage for safe, compatible outdoor recreation opportunities for current and future generations.

The Department requests further coordination to provide project/species specific recommendations. Please use the Project Evaluation Form to submit your project to the Project Evaluation Program at PEP@azgfd.gov.

Project Name:
OVCN Twin Peaks

Project Type:
Development Within Municipalities (Urban Growth), Public & Community Facilities (school, library, church) and associated infrastructure, New construction or expansion

Project ID:
HGIS-25671

User Project Number:
24axa02

Project Description:
Proposed church complex with outdoor sport courts and fields.

Contact Person:
Clay Goodwin

Organization:
Paradigm Land Design LLC

On Behalf Of:
CONSULTING

Page 1 of 12

Exhibit II-E-1: AZGFD Report (cont'd)

Disclaimer:

1. This Environmental Review is based on the project study area that was entered. The report must be updated if the project study area, location, or the type of project changes.
2. This is a preliminary environmental screening tool. It is not a substitute for the potential knowledge gained by having a biologist conduct a field survey of the project area. This review is also not intended to replace environmental consultation (including federal consultation under the Endangered Species Act), land use permitting, or the Departments review of site-specific projects.
3. The Departments Heritage Data Management System (HDMS) data is not intended to include potential distribution of special status species. Arizona is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there. HDMS data contains information about species occurrences that have actually been reported to the Department. Not all of Arizona has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity. Such surveys may reveal previously undocumented population of species of special concern.
4. Arizona Wildlife Conservation Strategy (AWCS), specifically Species of Greatest Conservation Need (SGCN), represent potential species distribution models for the State of Arizona which are subject to ongoing change, modification and refinement. The status of a wildlife resource can change quickly, and the availability of new data will necessitate a refined assessment.

Locations Accuracy Disclaimer:
Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Report is solely responsible for the project location and thus the correctness of the Project Review Report content.

Exhibit II-E-1: AZGFD Report (cont'd)

Recommendations Disclaimer:

1. The Department is interested in the conservation of all fish and wildlife resources, including those species listed in this report and those that may have not been documented within the project vicinity as well as other game and nongame wildlife.
2. Recommendations have been made by the Department, under authority of Arizona Revised Statutes Title 5 (Amusements and Sports), 17 (Game and Fish), and 28 (Transportation).
3. Potential impacts to fish and wildlife resources may be minimized or avoided by the recommendations generated from information submitted for your proposed project. These recommendations are preliminary in scope, designed to provide early considerations on all species of wildlife.
4. Making this information directly available does not substitute for the Department's review of project proposals, and should not decrease our opportunity to review and evaluate additional project information and/or new project proposals.
5. Further coordination with the Department requires the submittal of this Environmental Review Report with a cover letter and project plans or documentation that includes project narrative, acreage to be impacted, how construction or project activity(s) are to be accomplished, and project locality information (including site map). Once AGFD had received the information, please allow 30 days for completion of project reviews. Send requests to:
   Project Evaluation Program, Habitat Branch
   Arizona Game and Fish Department
   5000 West Carefree Highway
   Phoenix, Arizona 85086-5000
   Phone Number: (623) 236-7600
   Fax Number: (623) 236-7366
   Or
   PEP@azgfd.gov
6. Coordination may also be necessary under the National Environmental Policy Act (NEPA) and/or Endangered Species Act (ESA). Site specific recommendations may be proposed during further NEPA/ESA analysis or through coordination with affected agencies.

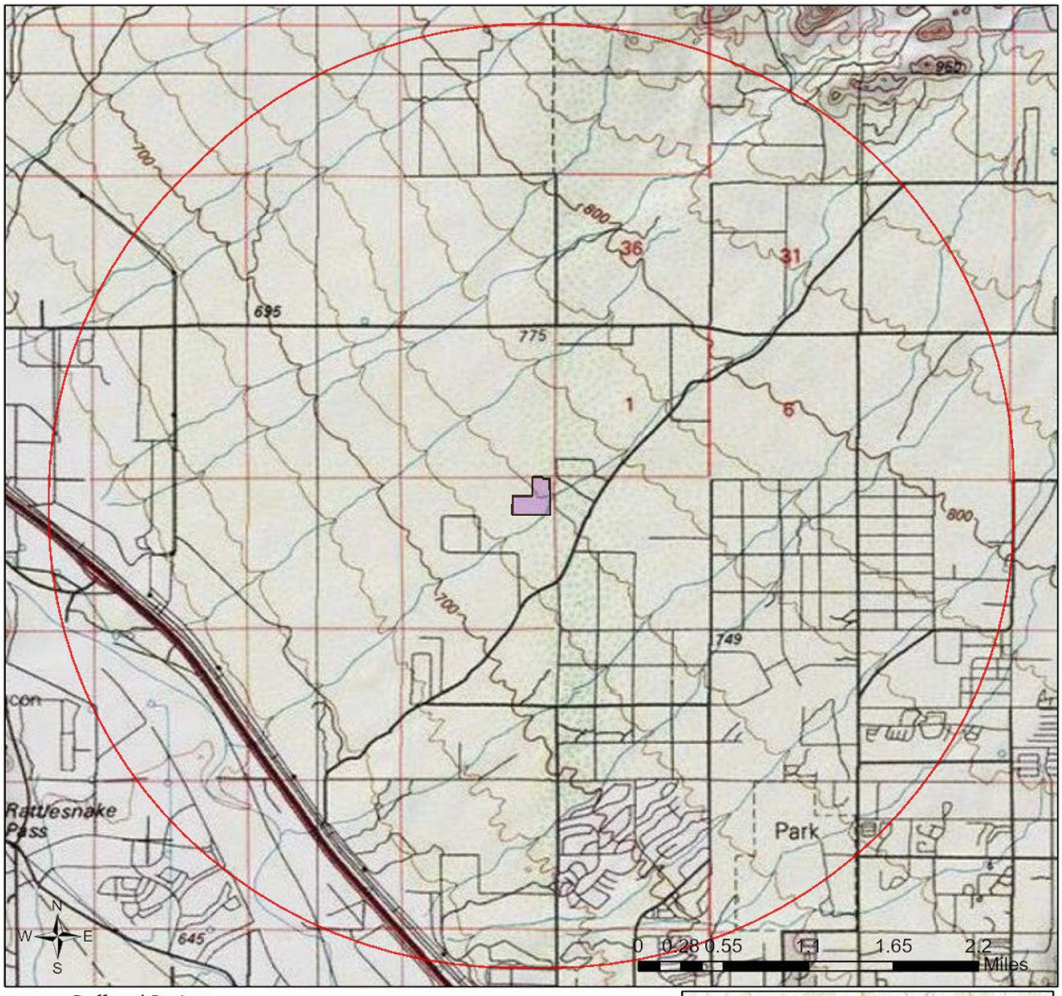
Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-25671

project_report_ovcn_twin_peaks_89814_92536.pdf
Review Date: 7/22/2025 02:09:15 PM

OVCN Twin Peaks

USA Topo Basemap With Locator Map



Buffered Project Boundary

Project Boundary

Project Size (acres): 28.16

Lat/Long (DD): 32.4079 / -111.0823

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T12S, R12E

USGS Quad(s): RUELAS CANYON



County of Yavapai, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS
Copyright:© 2013 National Geographic Society, i-cubed
Esri, USGS

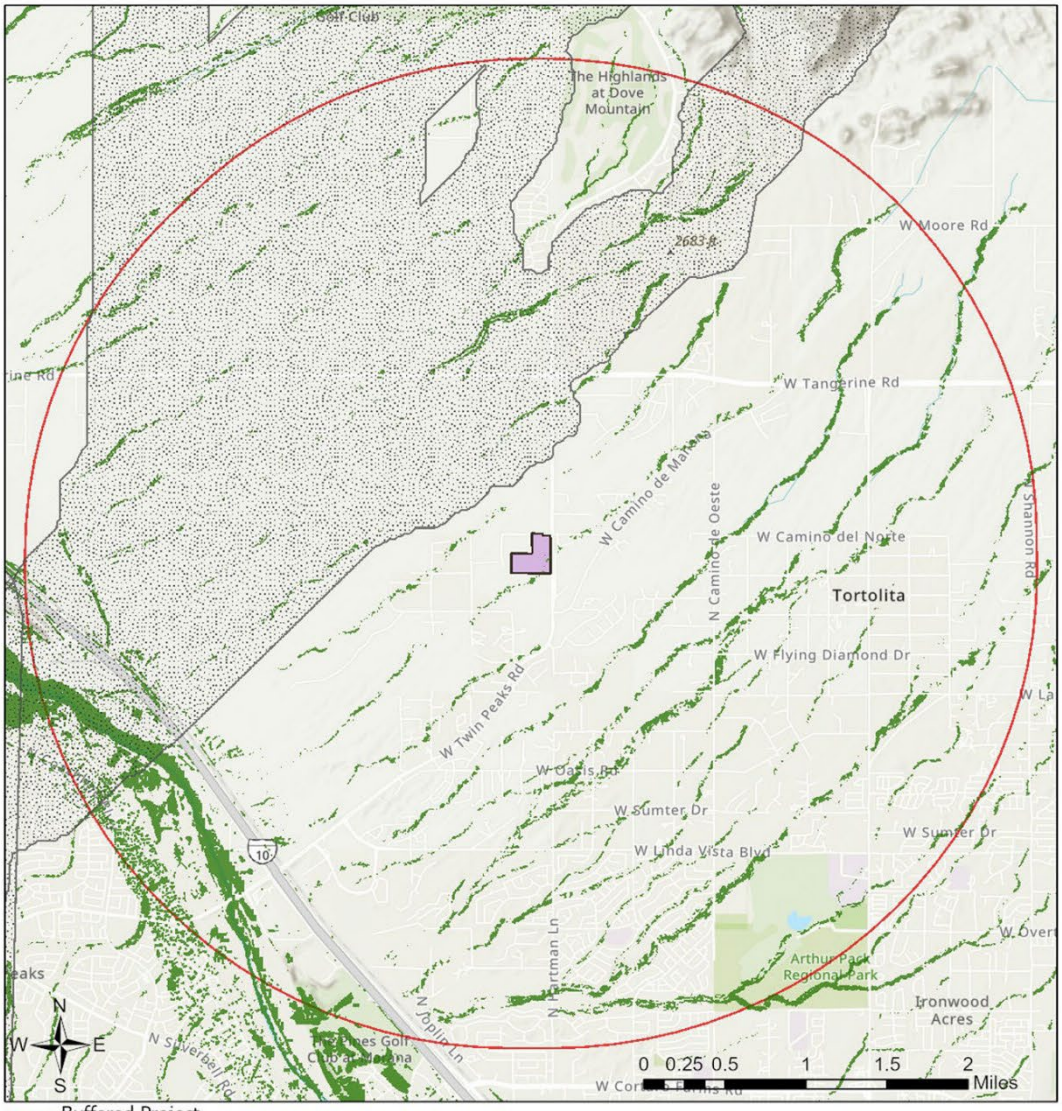
Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-25671

project_report_ovcn_twin_peaks_89814_92536.pdf
Review Date: 7/22/2025 02:09:15 PM

OVCN Twin Peaks

Important Areas



- Buffered Project Boundary
- Project Boundary
- Important Bird Areas
- Critical Habitat
- Pinal County Riparian
- Wildlife Connectivity

Project Size (acres): 28.16

Lat/Long (DD): 32.4079 / -111.0823

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T12S, R12E

USGS Quad(s): RUELAS CANYON

CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS
Esri, NASA, NGA, USGS, FEMA

Page 5 of 12

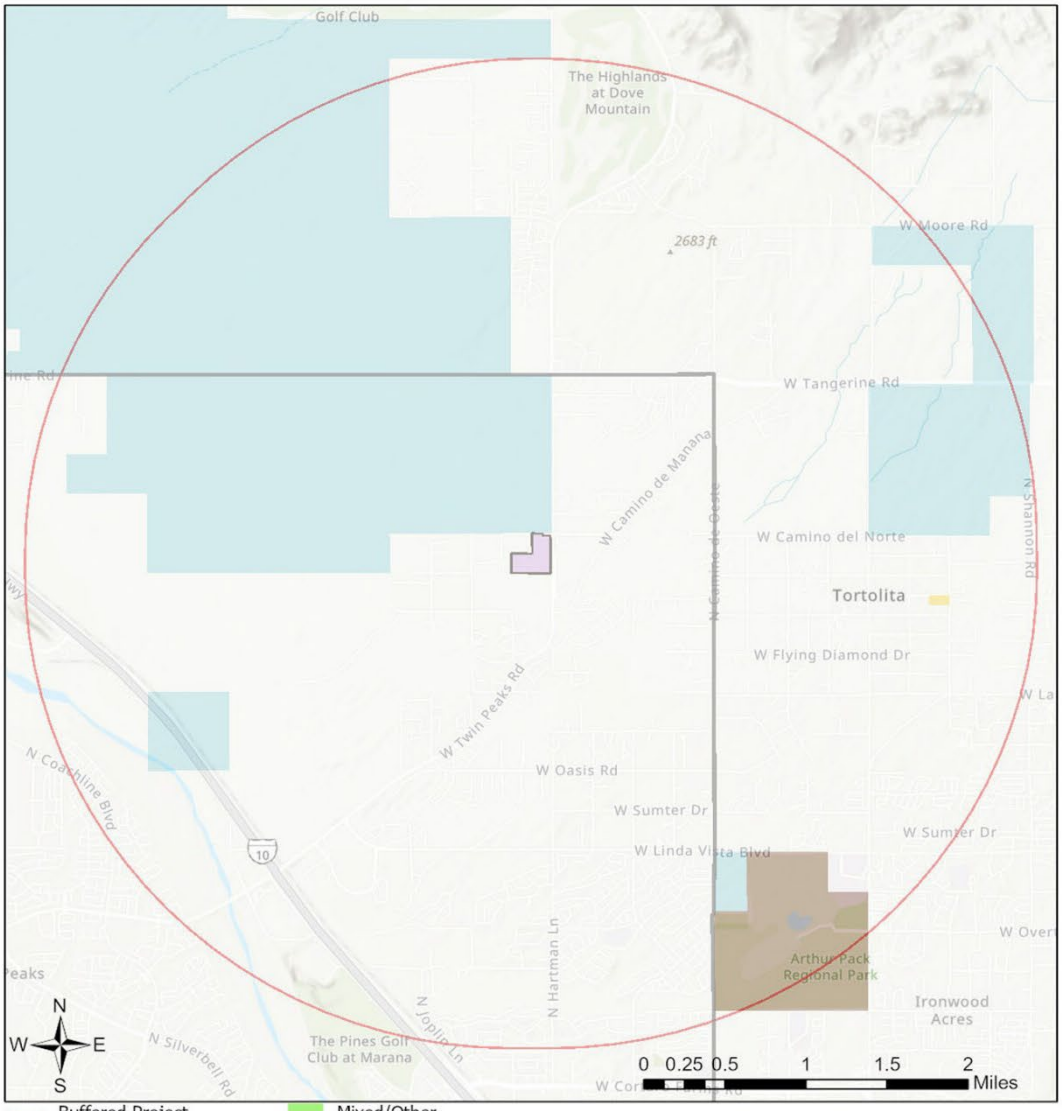
Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-25671

project_report_ovcn_twin_peaks_89814_92536.pdf
Review Date: 7/22/2025 02:09:15 PM

OVCN Twin Peaks

Township/Ranges and Land Ownership



- Buffered Project Boundary
- Project Boundary
- AZ Game & Fish Dept.
- BLM
- BOR
- Indian Res.
- Military
- Mixed/Other
- National Park/Mon.
- Private
- State & Regional Parks
- State Trust
- US Forest Service
- Wildlife Area/Refuge
- Township/Ranges

Project Size (acres): 28.16
Lat/Long (DD): 32.4079 / -111.0823
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T12S, R12E
USGS Quad(s): RUELAS CANYON

CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS
Esri, NASA, NGA, USGS, FEMA

Page 6 of 12

Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-25671

project_report_ovcn_twin_peaks_89814_92536.pdf
Review Date: 7/22/2025 02:09:15 PM

Special Status Species Documented within 3 Miles of Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Agelaius phoeniceus	Red-winged Blackbird					2
Ammospermophilus harrisii	Harris' Antelope Squirrel					2
Auriparus flaviceps	Verdin					2
Buteo regalis	Ferruginous Hawk			S		2
Buteo swainsoni	Swainson's Hawk					2
Calamospiza melanocorys	Lark Bunting					2
Calypte costae	Costa's Hummingbird					2
Campylorhynchus brunneicapillus	Cactus Wren					2
Cardinalis sinuatus	Pyrrhuloxia					2
Charadrius vociferus	Killdeer					2
Chilomeniscus cinctus	Banded Sandsnake					2
Circus hudsonius	Northern Harrier					2
Colaptes chrysoides	Gilded Flicker			S		2
Contopus cooperi	Olive-sided Flycatcher					2
Contopus sordidulus	Western Wood-Pewee					2
Cynanthus latirostris	Broad-billed Hummingbird		S			2
Danaus plexippus	Monarch	PT		S		
Euphagus cyanocephalus	Brewer's Blackbird					2
Falco mexicanus	Prairie Falcon					2
Falco sparverius	American Kestrel					2
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	LT	S	S		1
Gopherus morafkai	Sonoran Desert Tortoise	CCA	S	S		1
Icterus bullockii	Bullock's Oriole					2
Incilius alvarius	Sonoran Desert Toad					2
Lanius ludovicianus	Loggerhead Shrike					2
Leptonycteris yerbabuenae	Lesser Long-nosed Bat			S		1
Melanerpes uropygialis	Gila Woodpecker					2
Melospiza lincolnii	Lincoln's Sparrow					2
Melozone aberti	Abert's Towhee		S			2
Parabuteo unicinctus	Harris's Hawk					2
Passerculus sandwichensis	Savannah Sparrow					2
Patagioenas fasciata	Band-tailed Pigeon					2
Peucaea carpalis	Rufous-winged Sparrow					2
Phrynosoma solare	Regal Horned Lizard					2
Phyllorhynchus browni	Saddled Leaf-nosed Snake					2
Selasphorus platycercus	Broad-tailed Hummingbird					2
Setophaga nigrescens	Black-throated Gray Warbler					2
Spizella breweri	Brewer's Sparrow					2
Tumamoca macdougalii	Tumamoc Globeberry		S	S	SR	

Page 7 of 12

Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-25671

project_report_ovcn_twin_peaks_89814_92536.pdf
Review Date: 7/22/2025 02:09:15 PM

Note: Status code definitions can be found at https://www.azgfd.com/wildlife-conservation/on-the-ground-conservation/state-wildlife-action-plan/state-wildlife-action-plan-status-definitions/.

Special Areas Documented that Intersect with Project Footprint as Drawn

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Riparian Area	Riparian Area					

Note: Status code definitions can be found at https://www.azgfd.com/wildlife-conservation/on-the-ground-conservation/state-wildlife-action-plan/state-wildlife-action-plan-status-definitions/.

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Ammospermophilus harrisii	Harris' Antelope Squirrel					2
Aquila chrysaetos	Golden Eagle	BGA		S		2
Asio otus	Long-eared Owl					2
Athene cunicularia hypugaea	Western Burrowing Owl		S	S		2
Auriparus flaviceps	Verdin					2
Buteo swainsoni	Swainson's Hawk					2
Calypte costae	Costa's Hummingbird					2
Campylorhynchus brunneicapillus	Cactus Wren					2
Chaetodipus baileyi	Bailey's Pocket Mouse					2
Chilomeniscus cinctus	Variable Sandsnake					2
Coccyzus americanus	Yellow-billed Cuckoo (Western DPS)	LT	S	S		1
Colaptes chrysoides	Gilded Flicker			S		2
Columbina inca	Inca Dove					2
Crotalus tigris	Tiger Rattlesnake					2
Empidonax wrightii	Gray Flycatcher					2
Falco mexicanus	Prairie Falcon					2
Falco peregrinus anatum	American Peregrine Falcon		S	S		1
Falco sparverius	American Kestrel					2
Gastrophryne mazatlanensis	Sinoloan Narrow-mouthed Toad			S		2
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	LT	S	S		1
Gopherus morafkai	Sonoran Desert Tortoise	CCA	S	S		1
Heloderma suspectum	Gila Monster					1
Icterus cucullatus	Hooded Oriole					2
Incilius alvarius	Sonoran Desert Toad					2
Lanius ludovicianus	Loggerhead Shrike					2
Lasiurus xanthinus	Western Yellow Bat		S			2
Leptonycteris yerbabuenae	Lesser Long-nosed Bat			S		1
Macrotus californicus	California Leaf-nosed Bat			S		2
Megascops kennicottii	Western Screech-owl					2
Melanerpes uropygialis	Gila Woodpecker					2

Page 8 of 12

Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-25671

project_report_ovcn_twin_peaks_89814_92536.pdf
Review Date: 7/22/2025 02:09:15 PM

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Melospiza lincolnii	Lincoln's Sparrow					2
Melozone aberti	Abert's Towhee		S			2
Micrathene whitneyi	Elf Owl					3
Micruroides euryxanthus	Sonoran Coralsnake					2
Myotis velifer	Cave Myotis			S		2
Myotis yumanensis	Yuma Myotis					2
Nyctinomops femorosaccus	Pocketed Free-tailed Bat					2
Nyctinomops macrotis	Big Free-tailed Bat					2
Parabuteo unicinctus	Harris's Hawk					2
Passerculus sandwichensis	Savannah Sparrow					2
Perognathus amplus	Arizona Pocket Mouse					2
Peucaea carpalis	Rufous-winged Sparrow					2
Phrynosoma solare	Regal Horned Lizard					2
Phyllorhynchus browni	Saddled Leaf-nosed Snake					2
Pooecetes gramineus	Vesper Sparrow					2
Progne subis hesperia	Desert Purple Martin			S		2
Rana yavapaiensis	Lowland Leopard Frog		S	S		1
Spizella breweri	Brewer's Sparrow					2
Tadarida brasiliensis	Brazilian Free-tailed Bat					2
Toxostoma bendirei	Bendire's Thrasher					2

Species of Economic and Recreation Importance Predicted that Intersect with Project Footprint as Drawn

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Callipepla gambelii	Gambel's Quail					
Odocoileus hemionus	Mule Deer					
Pecari tajacu	Javelina					
Puma concolor	Mountain Lion					
Zenaida asiatica	White-winged Dove					
Zenaida macroura	Mourning Dove					

Page 9 of 12

Exhibit II-E-1: AZGFD Report (cont'd)

Project Type: Development Within Municipalities (Urban Growth), Public & Community Facilities (school, library, church) and associated infrastructure, New construction or expansion

Project Type Recommendations:
During the planning stages of your project, please consider the local or regional needs of wildlife in regards to movement, connectivity, and access to habitat needs. Loss of this permeability prevents wildlife from accessing resources, finding mates, reduces gene flow, prevents wildlife from re-colonizing areas where local extirpations may have occurred, and ultimately prevents wildlife from contributing to ecosystem functions, such as pollination, seed dispersal, control of prey numbers, and resistance to invasive species. In many cases, streams and washes provide natural movement corridors for wildlife and should be maintained in their natural state. Uplands also support a large diversity of species, and it is important to identify and conserve upland wildlife movement corridors. In addition, maintaining biodiversity and ecosystem functions can be facilitated through improving designs of structures, fences, roadways, and culverts to promote passage for a variety of wildlife species. Guidelines for many of these can be found at: https://www.azgfd.com/wildlife-conservation/planning-for-wildlife/planning-for-wildlife-wildlife-friendly-guidelines/.

Consider impacts of outdoor lighting on wildlife and develop measures or alternatives that can be taken to increase human safety while minimizing potential impacts to wildlife. Artificial lighting could impair the ability of nocturnal animals to navigate (e.g., owls, migratory birds, bats, and other nocturnal mammals) and may affect wildlife behavior and populations. The AZGFD recommends using only the minimum amount of light needed for safety, especially in areas immediately adjacent to open space or undeveloped lands. The AZGFD encourages the use of motion sensing lighting and narrow spectrum lighting (amber or warm tones typically 2700 Kelvin or lower) wherever possible to lower the range of species affected by lighting. Also, please consider shielding, canting, or cutting all lighting, where possible, to ensure that light reaches only areas needing illumination and to minimize impacts to nocturnal wildlife.

Minimize the potential introduction or spread of exotic invasive species, including aquatic and terrestrial plants, animals, insects and pathogens. Precautions should be taken to wash and/or decontaminate all equipment utilized in the project activities before entering and leaving the site. See the Arizona Department of Agriculture website for a list of prohibited and restricted noxious weeds at https://www.invasivespeciesinfo.gov/ and the Arizona Native Plant Society https://aznps.com/invas for recommendations on how to control these species. To view a list of documented invasive species or to report invasive species in or near your project area visit iMapInvasives - a national cloud-based application for tracking and managing invasive species at https://imap.natureserve.org/imap/services/page/map.html.

- To build a list: zoom to your area of interest, use the identify/measure tool to draw a polygon around your area of interest, and select "See What's Here" for a list of reported species. To export the list, you must have an account and be logged in. You can then use the export tool to draw a boundary and export the records in a csv file.

Evaluate potential impacts to wildlife and fish species due to changes in access to water, water quality, quantity, chemistry, temperature, and alteration to flow regimes (timing, magnitude, duration, and frequency of floods). Minimize impacts to springs, in-stream flow, and consider irrigation improvements to decrease water use. If dredging is a project component, consider timing the project to minimize impacts to spawning fish and other aquatic species. Wash, drain, and dry equipment to reduce the spread of exotic invasive species. AZGFD recommends early coordination with the Project Evaluation Program (PEP@azgfd.gov) for projects that could impact water resources, wetlands, streams, springs, and/or riparian habitats.

The AZGFD recommends that wildlife surveys are conducted to determine if noise-sensitive species, such as birds or mammals, occur within the project area. Avoidance or minimization measures could include conducting project activities outside of breeding seasons.

Exhibit II-E-1: AZGFD Report (cont'd)

If trenching or digging of large holes is necessary, the AZGFD recommends trenching/digging and backfilling crews be close together to minimize the amount of open holes at any given time. Where trenches or holes cannot be back-filled immediately, the AZGFD recommends escape ramps be constructed in each hole and at least every 90 meters in trenches. Escape ramps can be short lateral trenches or wooden planks sloping to the surface. The AZGFD recommends that slopes be less than 45 degrees (1:1) and trenches and holes that have been left open be inspected to remove animals prior to backfilling.

Communities can actively support the sustainability and mobility of wildlife by incorporating wildlife planning into their regional/comprehensive plans, their regional transportation plans, and their open space/conservation land system programs. An effective approach to wildlife planning begins with the identification of the wildlife resources in need of protection, an assessment of important habitat blocks and connective corridors to be preserved, and the incorporation of these critical wildlife components into community plans and programs. Community planners should also work with State and local transportation planning entities, and planners from other communities, to foster coordination and cooperation in developing compatible development plans to ensure wildlife habitat connectivity. The AZGFD's guidelines for incorporating wildlife considerations into community planning and developments can be found on the Wildlife Friendly Guidelines portion of the Wildlife Planning page at https://www.azgfd.com/wildlife-conservation/planning-for-wildlife/planning-for-wildlife-wildlife-friendly-guidelines/.

The AZGFD recommends development plans include open, natural space to facilitate wildlife movement, while also minimizing the potential for wildlife-human interactions through design features. Please reference the Department's Wildlife Friendly Guidelines for community and project planners at https://www.azgfd.com/wildlife-conservation/planning-for-wildlife/planning-for-wildlife-wildlife-friendly-guidelines/. Coordination with the Project Evaluation Program (PEP@azgfd.gov or 623-236-7600) is recommended for project specific recommendations to maximize wildlife permeability and minimize human-wildlife conflicts.

Project Location and/or Species Recommendations:
HDMS records indicate that one or more native plants listed on the **Arizona Native Plant Law and Antiquities Act** have been documented within the vicinity of your project area. Please contact:
Arizona Department of Agriculture
1688 W Adams St.
Phoenix, AZ 85007
Phone: 602.542.4373
https://agriculture.az.gov/sites/default/files/Native%20Plant%20Rules%20-%20AZ%20Dept%20of%20Ag.pdf starts on page 44

HDMS records indicate that **Lesser Long-nosed Bats** have been documented within the vicinity of your project area. Please review the Lesser Long-nosed Bat Management Guidelines at: https://s3.amazonaws.com/azgfd-portal-wordpress/PortalImages/files/wildlife/planningFor/wildlifeFriendlyGuidelines/FINALlecuyeHabitatGdln.pdf

Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-25671

project_report_ovcn_twin_peaks_89814_92536.pdf
Review Date: 7/22/2025 02:09:15 PM

HDMS records indicate that one or more **Listed, Proposed, or Candidate** species or **Critical Habitat** (Designated or Proposed) have been documented in the vicinity of your project. The Endangered Species Act (ESA) gives the US Fish and Wildlife Service (USFWS) regulatory authority over all federally listed species. Please contact USFWS Ecological Services Offices at https://www.fws.gov/office/arizona-ecological-services or:

Phoenix Main Office
9828 North 31st Avenue #C3
Phoenix, AZ 85051-2517
Phone: 602-242-0210
Fax: 602-242-2513

Tucson Sub-Office
201 N. Bonita Suite 141
Tucson, AZ 85745
Phone: 520-670-6144
Fax: 520-670-6155

Flagstaff Sub-Office
SW Forest Science Complex
2500 S. Pine Knoll Dr.
Flagstaff, AZ 86001
Phone: 928-556-2157
Fax: 928-556-2121

This review has identified **riparian areas** within the vicinity of your project. During the planning stage of your project, avoid, minimize, or mitigate any potential impacts to riparian areas identified in this report. Riparian areas play an important role in maintaining the functional integrity of the landscape, primarily by acting as natural drainages that convey water through an area, thereby reducing flood events. In addition, riparian areas provide important movement corridors and habitat for fish and wildlife. Riparian areas are channels that contain water year-round or at least part of the year. Riparian areas also include those channels which are dry most of the year, but may contain or convey water following rain events. All types of riparian areas offer vital habitats, resources, and movement corridors for wildlife. The Pinal County Comprehensive Plan (i.e. policies *6.1.2.1* and *7.1.2.4*), Open Space and Trails Master Plan, Drainage Ordinance, and Drainage Design Manual all identify riparian area considerations, guidance, and policies. Guidelines to avoid, minimize, or mitigate impacts to riparian habitat can be found at https://www.azgfd.com/wildlife-conservation/planning-for-wildlife/planning-for-wildlife-wildlife-friendly-guidelines/. Further consultation with the Arizona Game and Fish Department and Pinal County may be warranted.

HDMS records indicate that **Sonoran Desert Tortoise** have been documented within the vicinity of your project area. Please review the Tortoise Handling Guidelines found at https://s3.amazonaws.com/azgfd-portal-wordpress/PortalImages/files/wildlife/2014%20Tortoise%20handling%20guidelines.pdf.

Page 12 of 12

F. SOILS & GEOLOGY

1. Soils

   The entire subject property and all surrounding properties are classified by the U.S. Natural Resources Conservation Service (NRCS) as "Soil Group A 100%" hydrologic soil group (Hayhook sandy loam, one to five percent slopes). See Exhibit II-F-1: Hydrologic Soils.

2. Geology

   The Property lies within the Tortolita Fan area, which falls into the Santa Cruz River basin valley. According to the Arizona Geological Survey's online Geologic Map of Arizona (geomapaz.azgs.arizona.edu) the Property's geology is described as "Granite to diorite representing solidified magma chambers that were the likely source of overlying and nearby volcanic rocks of map unit Tv. The granite rocks are typically equigranular and fine- to medium- grained" and "Unconsolidated to strongly consolidated alluvial and eolian deposits. This unit includes coarse, poorly sorted alluvial fan and terrace deposits on middle and upper piedmonts and along large drainages; sand, silt and clay on alluvial plains and playas; and wind-blown sand deposits".

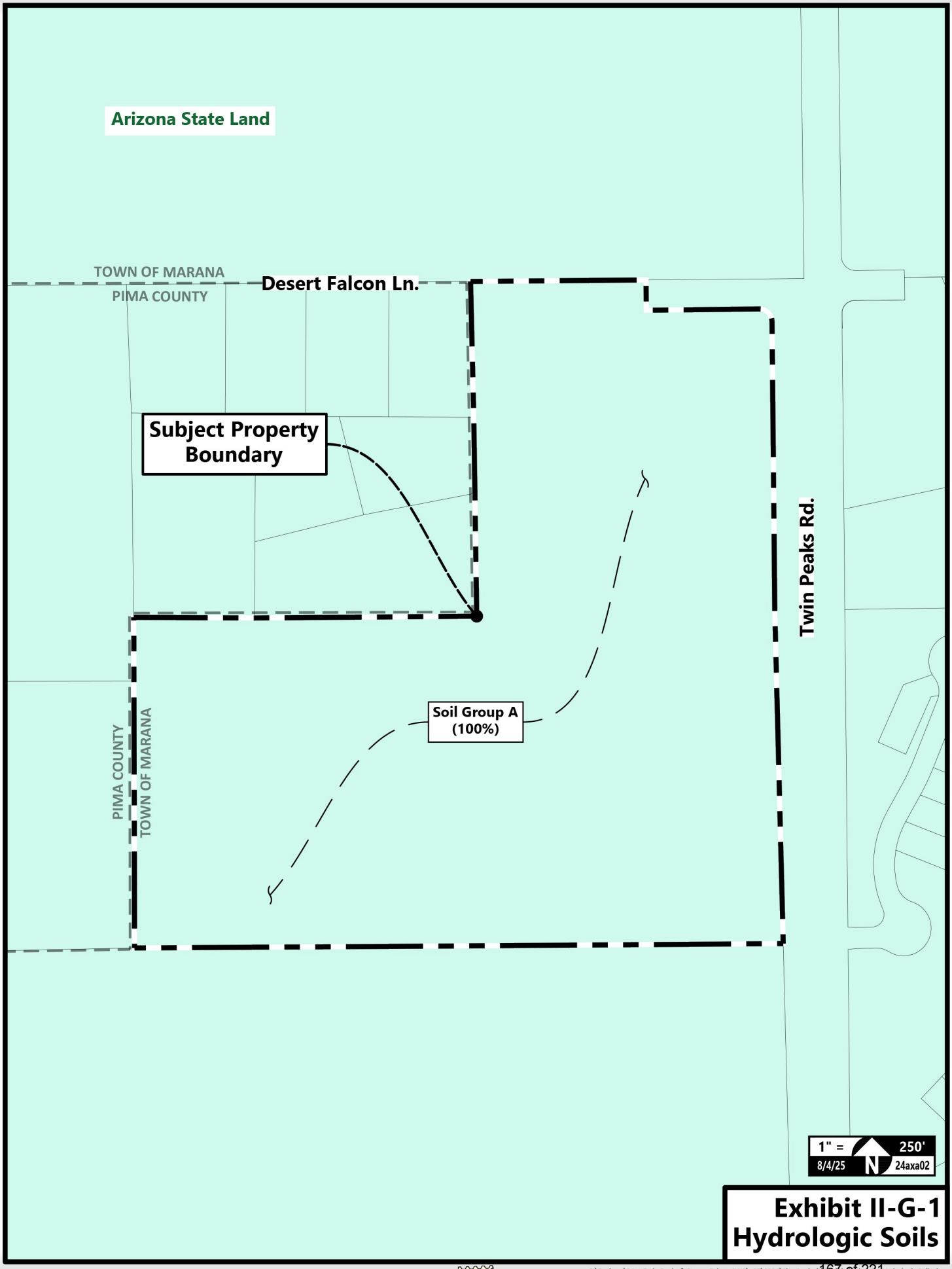


Exhibit II-G-1
Hydrologic Soils

G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis Exhibits\24axa21 Hydrologic Soils.dwg

G. VIEWSHEDS

1. Viewsheds Onto and Across the Property from Adjacent Areas

   Primary views from the Property are mainly of the Tucson Mountains to the Southwest and of the Catalina Mountains to the East. The Property does contain views of the Tortolita Mountains to the north but because the Property is at a lower elevation, surrounding vegetation blocks most views of the Tortolita Mountains. See Exhibit II-G-1: Viewsheds & Site Photos Index and Exhibit II-G-2: Site Photos.

2. Views Which May be Blocked by the Proposed Development

   Viewsheds will not be blocked from this proposed development.

3. Areas of High Visibility from Adjacent Offsite Locations

   Views into the Property come mainly from the adjacent roadway frontages. Due to the relatively low density of surrounding developments, their views into the Property are somewhat restricted because of the existing vegetation and the relatively flat nature of the topography that typifies these areas.



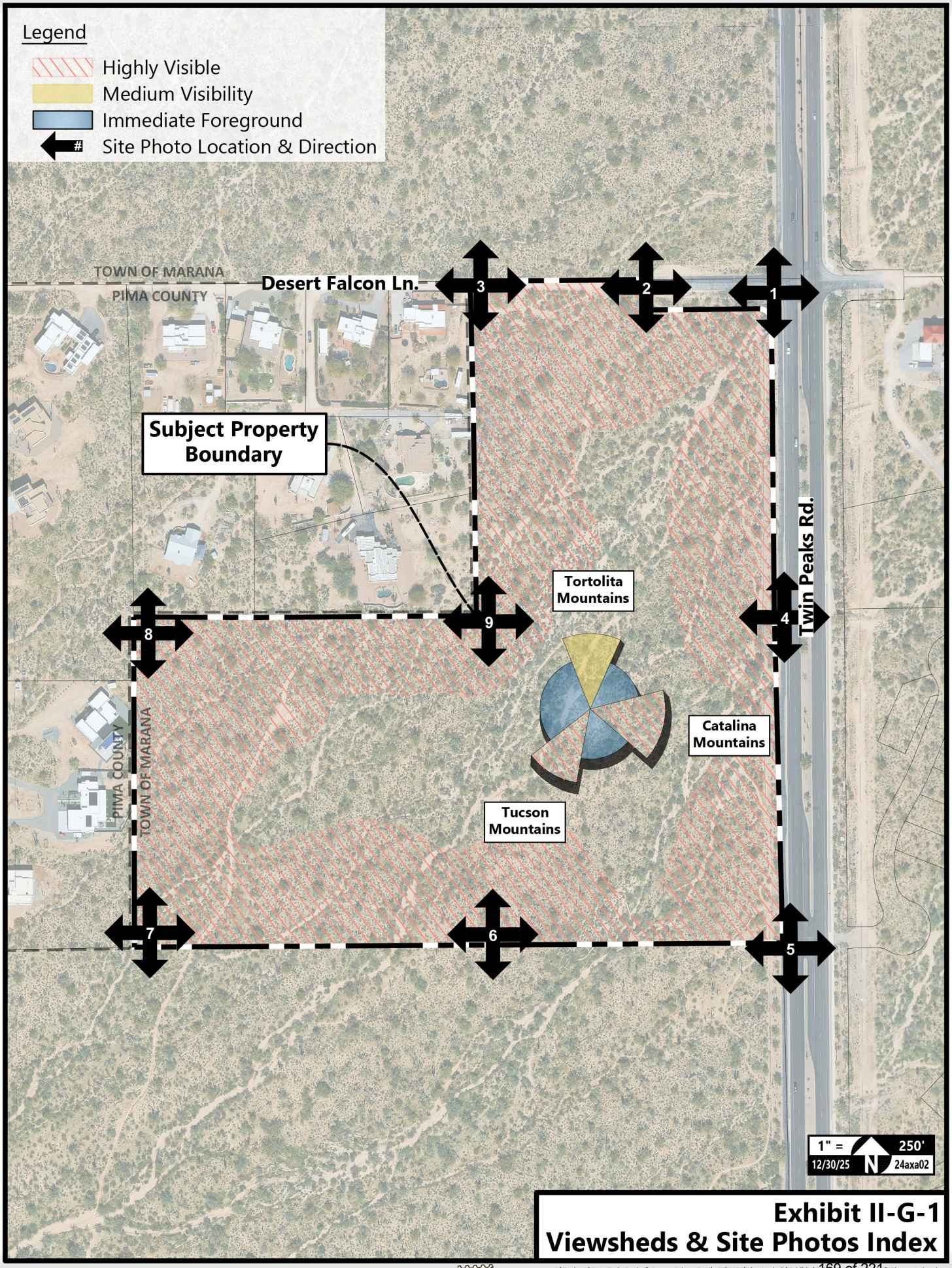


Exhibit II-G-1
Viewsheds & Site Photos Index

G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\Exhibits\Exhibit II-G-1 Viewsheds & Photos Index.dwg

Exhibit II-G-2: Site Photos

Location #1



View North



View East



View South



View West

Exhibit II-G-2: Site Photos (cont'd)

Location #2



View North



View East



View South



View West

Exhibit II-G-2: Site Photos (cont'd)

Location #3



View North



View East



View South



View West

Exhibit II-G-2: Site Photos (cont'd)

Location #4



View North



View East



View South



View West

Exhibit II-G-2: Site Photos (cont'd)

Location #5



View North



View East



View South



View West

Exhibit II-G-2: Site Photos (cont'd)

Location #6



View North



View East



View South



View West

Exhibit II-G-2: Site Photos (cont'd)

Location #7



View North



View East



View South



View West

Exhibit II-G-2: Site Photos (cont'd)

Location #8



View North



View East



View South



View West

Exhibit II-G-2: Site Photos (cont'd)

Location #9



View North



View East



View South



View West

H. TRANSPORTATION

1. Existing / Proposed Offsite Streets Between the Development and the Nearest Arterial Streets

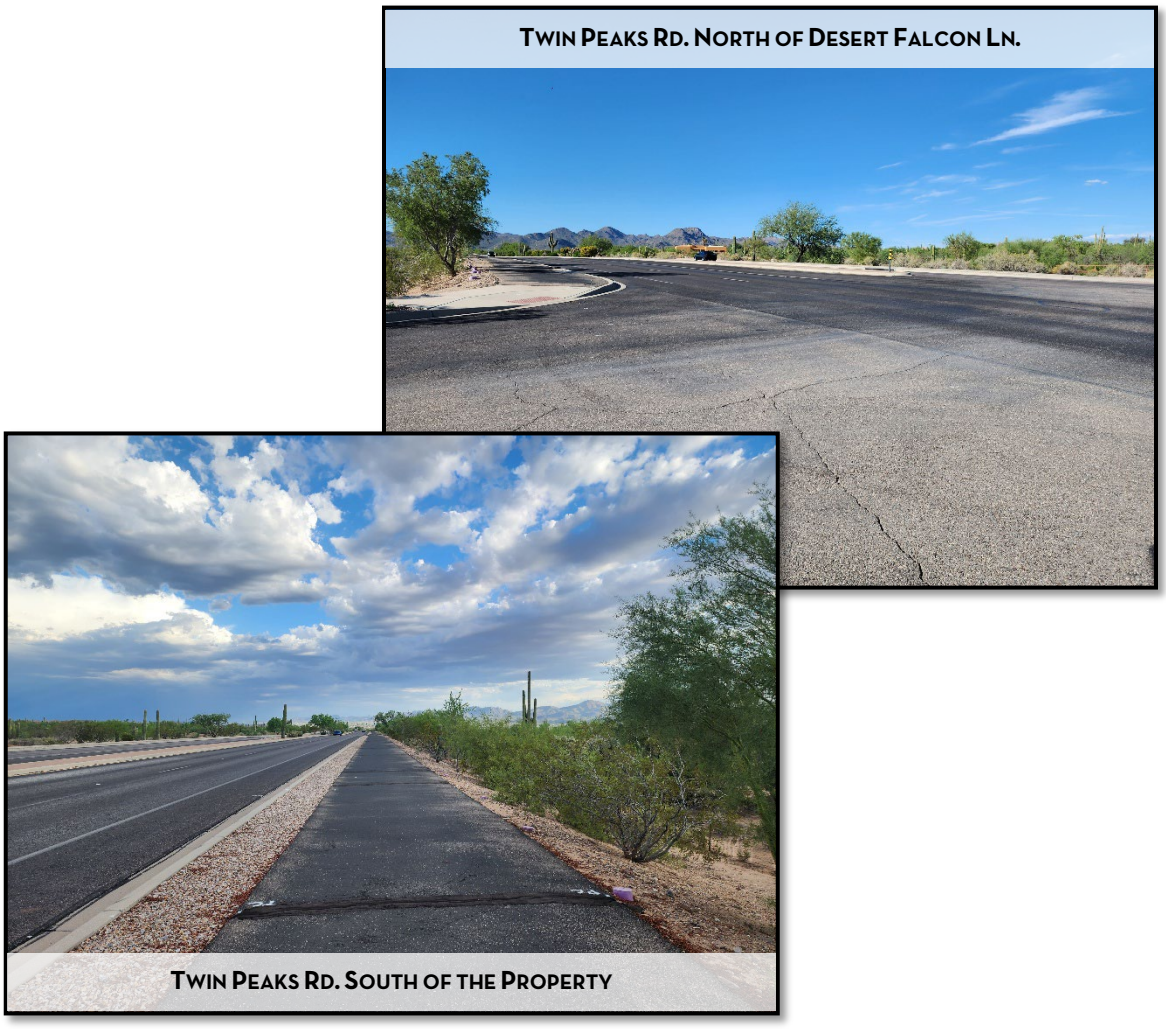
   The subject Property is directly adjacent to Twin Peaks Road which is an arterial street. Desert Falcon Lane forms the northern property boundary, and has an irregular and discontinuous right-of-way: Adjacent to the Property Desert Falcon Lane is partially within Marana public right-of-way, and partially on the Property as an access easement. West of the Property Desert Falcon Lane is also on private property, presumably within an access easement. The 2045 P.A.G. Regional Mobility and Accessibility Plan proposes no additional improvements within one mile of the site. The existing arterial roadway system has ample capacity to support this project.

2. Proposed Internal Circulation and Access to/from Arterial Streets

   New driveways and parking area access lanes (PAALs) will be constructed throughout the site to provide vehicular and pedestrian circulation throughout the development. The main access to the site will be directly to Twin Peaks Road and will be aligned with a proposed median break. A Design Exception will be requested to allow full access at the proposed median break. If the Design Exception is not approved, that proposed access will be limited to right-in / right-out / left-in only. Secondary access will come from Desert Falcon Lane, approximately 350' west of the intersection with Twin Peaks Road.

3. Future Offsite Road Improvements

   Improvements to Desert Falcon Lane are anticipated, as well as its dedication as public right-of-way.



TWIN PEAKS RD. NORTH OF DESERT FALCON LN.

TWIN PEAKS RD. SOUTH OF THE PROPERTY

4. Nearby Arterial Streets

All traffic generated by this project will be accommodated by Twin Peaks Road, Tangerine Road, Dove Mountain Boulevard, and Camino de Manana. The table below shows the existing right-of-way widths, the number of lanes, capacity and posed speed limits; the present average daily volumes (ADTs), as well as bike lanes and pedestrian ways for roadways within one mile of the Property. See Exhibit II-I-1: Roadway Network.

Roadway Name	Existing R.O.W.	Owner-ship	Travel Lanes	Surface Conditions	Speed Limit	ADT (PAG 2024)	Bike Route	Sidewalk
Twin Peaks Road	300' Jogged	Public	4	New	45	12,452	Multi-use Path	Yes
Tangerine Road	300' Jogged	Public	2 & 4	New	50 & 45	14,756	Multi-use Path	No
Camino de Manana	60' Jogged	Public	2	Good	35	3,719	No	No
Dove Mtn. Blvd.	150' Continuous	Public	4	Good	40	13,119	Paved Shoulder	Natural Trail

5. Nearby Arterial Intersections

The closest intersection to the Property is the unsignalized intersection of Desert Falcon Lane and Twin Peaks Road. This intersection is located at the northeast corner of the Property. The signalized intersection of Twin Peaks Road and Camino de Manana is 1/4-mile south of the Property and the intersection of Twin Peaks Road and Tangerine Road is one mile north of the Property.

6. Nearby Bicycle / Pedestrian Pathways

Twin Peaks Road and Tangerine Road both contain paved multi-use pathways and on street striped bicycle lanes.

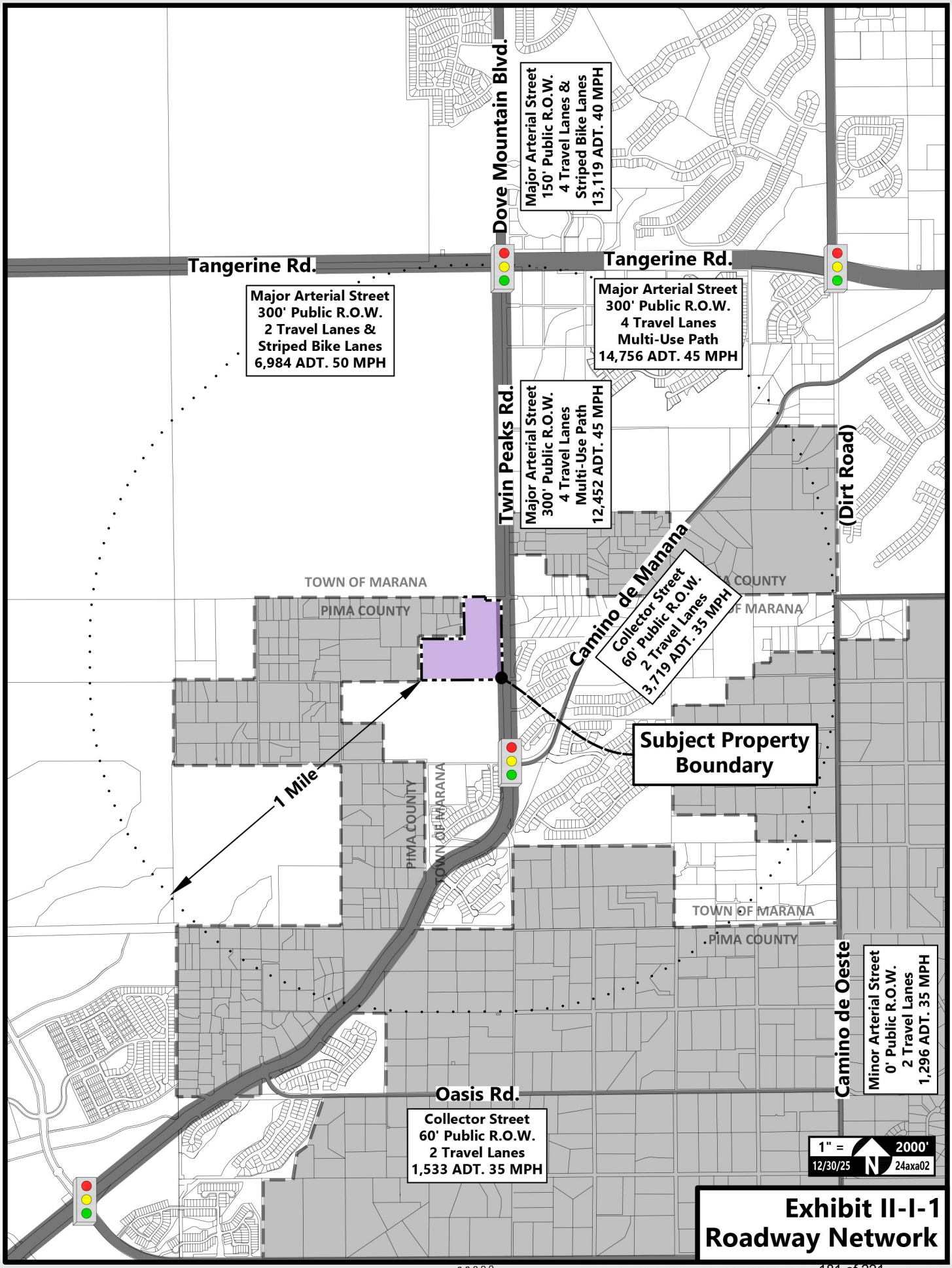
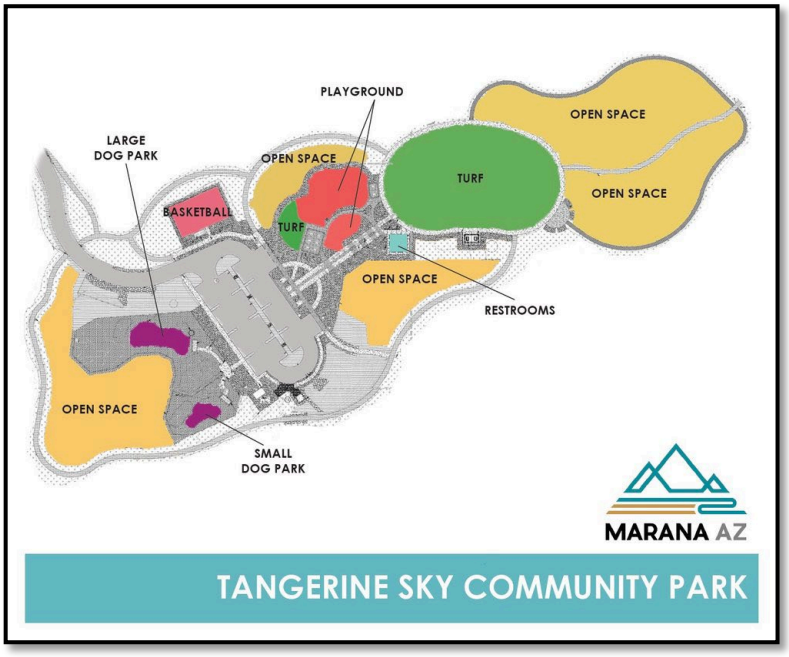


Exhibit II-I-1
Roadway Network

G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\Exhibits\II-I-1 Roadway Network.dwg

I. RECREATION & TRAILS

Arizona State Land is directly north of the Property, but there are no nearby public recreation areas or trails. The Tangerine Sky Community Park is just over one mile to the northeast and the Dove Mountain Community Park is approximately a mile and a half north of the Property. Public multi-use paths exist along Twin Peaks Road and Tangerine Road, and Dove Mountain Boulevard contains natural soft surface trails. All these trail systems provide pedestrian connectivity to the Town's broader trail system. See Exhibit II-J-1: Recreation & Trails.



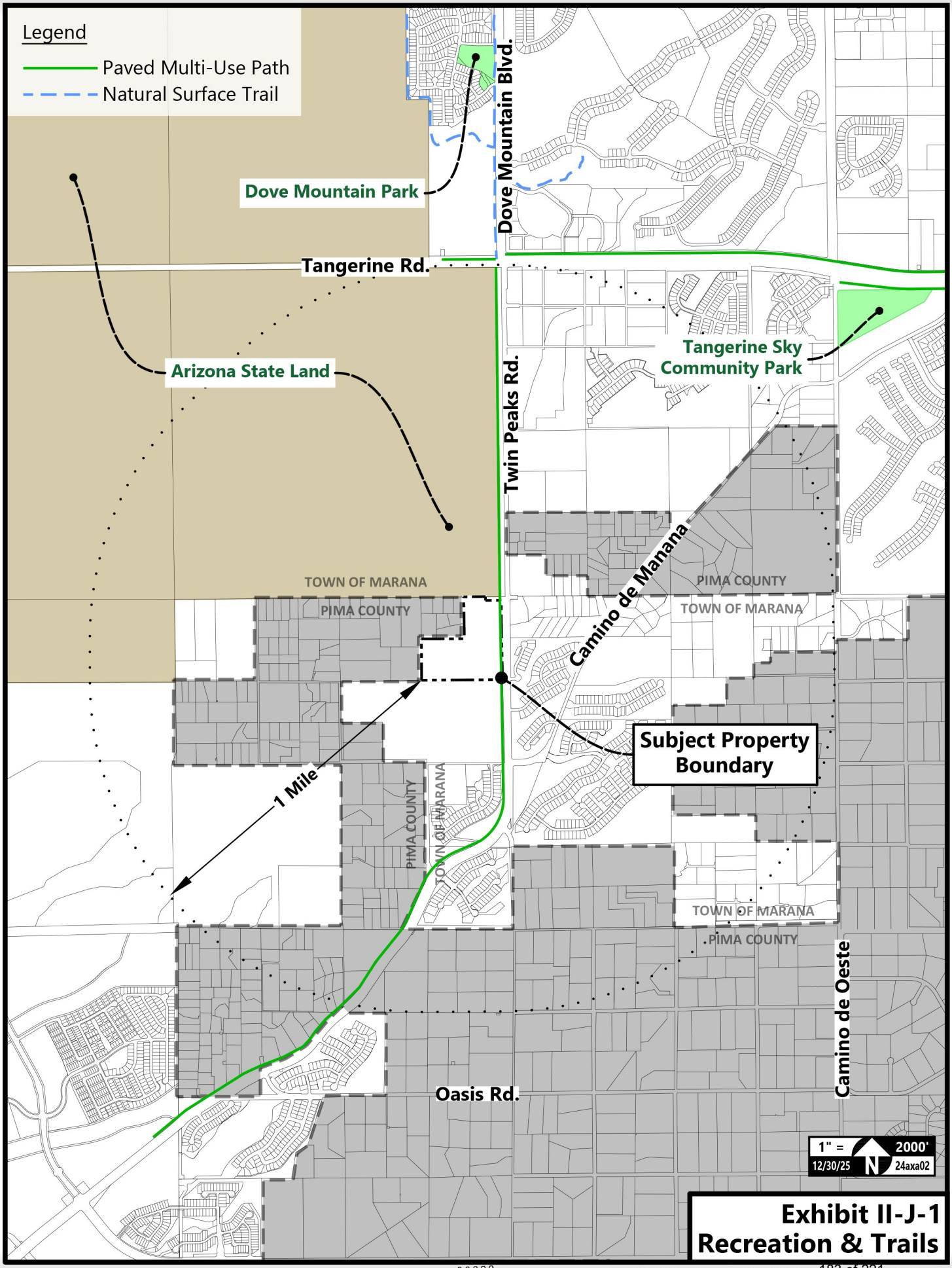


Exhibit II-J-1
Recreation & Trails

G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\24axa02 II-J-1 Rec & Trails.dwg

J. CULTURAL, ARCHAEOLOGICAL, AND HISTORIC RESOURCES

1. Onsite Resources

No cultural resources are known to exist on the Property. If any are found during construction, State and local antiquities laws and protocols will be followed. In April 2026 SWCA conducted a Class III archaeological survey of the Property, noting the following conclusion:

> *"SWCA's cultural resources survey of the project area at the southwest corner of West Desert Falcon Lane and West Twin Peaks Road in Marana did not identify any archaeological properties or historic buildings or structures that would warrant preservation or inclusion in the NRHP. No additional archaeological study is warranted for the subject property."*

2. Archaeological Records

The Arizona State Museum records check shows that the project site has previously been surveyed, with no notable cultural resources found. The Museum also noted that there is a possibility for previously unidentified archaeological sites to have since been exposed (which is always true regardless of the age of the last survey, which is why Arizona Antiquities laws will be followed if any human remains or funerary objects are discovered during construction). The Museum recommends that a Class III archaeological survey be completed prior to grading activities onsite. See Exhibit I-K-1: AZSM Records Check.

Exhibit II-K-1: AZSM Records Check

THE UNIVERSITY OF ARIZONA
ARIZONA STATE MUSEUM

Arizona State Museum
PO Box 210026
Tucson AZ 85721-0026
www.statemuseum.arizona.edu

Paul Oland
Paradigm Land Design LLC
372 S. Eagle Rd. #284
Eagle, ID 83616

September 19, 2025

RE: OVCN Twin Peaks (24axa02)
Parcels 216-20-016D, 216-20-016X, 216-20-016Y, 216-20-016Z, and 216-20-0200

Dear Paul,

The Arizona State Museum (ASM) has reviewed archaeological project and site records in support of the following project:

Paradigm Land Design LLC's OVCN Twin Peaks project (Project No. 24axa02; ASM Job No. 12422)

Correspondence indicates this project will involve the development of a church campus on privately-owned land. The project area is located at southwest corner of W. Twin Peaks Road and W. Desert Falcon Lane in the Town of Marana, Pima County, and encompasses parcels 216-20-016D, 216-20-016X, 216-20-016Y, 216-20-016Z, and 216-20-0200 within Township 12 South, Range 12 East, Section 11.

I invite you to review the results of ASM's research, which are summarized below.

Search Results:

According to a search of the archaeological site records and reports held in ASM collections, 30 archaeological investigations were conducted within a one-mile radius of the project area between 1980 and 2022. Of these 30 archaeological investigations, two intersect the project area.

For the two archaeological investigations that intersect the project area, Table 1 summarizes their basic information and scope.

Additionally, seven ASM archaeological sites have been identified within a one-mile radius of the project area. Of these seven archaeological sites, none intersects the project area.

Page 1 of 3

Exhibit II-K-1: AZSM Records Check (cont.)

THE UNIVERSITY OF ARIZONA
ARIZONA STATE MUSEUM

Arizona State Museum
PO Box 210026
Tucson AZ 85721-0026
www.statemuseum.arizona.edu

ASM Reference Number (AZProj/Accession)	Report Citation	Year(s) Conducted	Scope of Project	Partial or Entire Coverage of Current Project Area
1981-0174/ AP-2011-0149	Fish et al. 1992; Madsen et al. 1993	1981-1982	Survey for research project	Entire
AP-2005-1062	Twilling and Luchetta 2005	2005	Survey for road extension and realignment	Partial

Table 1. ASM archaeological investigations that intersect the project area

Recommendations and Responsibilities:

1. Although the entire project area has been previously surveyed, the work was conducted 20-44 years ago. It is standard archaeological practice for a property to be re-surveyed if the previous survey was conducted 10 or more years ago, as there is a possibility for previously unidentified archaeological sites to have since been exposed. Therefore, ASM recommends—but does not require—that a qualified archaeological contractor be consulted before any ground-disturbing activity begins. A list of archaeological contractors is available on the ASM website at: https://statemuseum.arizona.edu/crm/document/aaa-qualified-consultants

2. Pursuant to Arizona Revised Statute §41-865, if any human remains or funerary objects are encountered during project work, all work must stop within the area of the remains and the ASM Repatriation Office must be contacted at asm-repatriation@email.arizona.edu.

3. City, county, or municipal governments may have their own requirements. Therefore, ASM recommends that the relevant jurisdiction(s) be consulted.

If you have any questions about the results of this records search, please feel free to contact me at efioccop@arizona.edu or 520-621-1271.

Kind regards,

Emily Fioccoprile, PhD
Archaeological Records Specialist
Archaeological Records Office
Arizona State Museum
520-621-1271
efioccop@arizona.edu

Page 2 of 3

Exhibit II-K-1: AZSM Records Check (cont.)

THE UNIVERSITY OF ARIZONA
ARIZONA STATE MUSEUM

Arizona State Museum
PO Box 210026
Tucson AZ 85721-0026
www.statemuseum.arizona.edu

References:

Fish, Suzanne K., Paul R. Fish, and John H. Madsen, eds (1992) *The Marana Community in the Hohokam World*. Anthropological Papers of the University of Arizona No. 56. Tucson, AZ: University of Arizona Press.

Madsen, John H., Paul R. Fish, and Suzanne K. Fish, eds (1993) *The Northern Tucson Basin Survey: Research Directions and Background Studies*. Arizona State Museum Archaeological Series No. 182. Tucson, AZ: Arizona State Museum, University of Arizona.

Twilling, Shannon D. and Sarah K. Luchetta (2005) *A Class III Cultural Resources Survey of Approximately 3.7 Miles along a Proposed Expansion and Extension of Camino de Mañana in Marana and Unincorporated Pima County, Arizona*. Tucson, AZ: Harris Environmental Group, Inc.

Page 3 of 3

K. EXISTING INFRASTRUCTURE & PUBLIC FACILITIES

1. Sewer

   The Property is within the Pima County Regional Wastewater Reclamation Department's (PCRWRD's) designated sewer management area. The closest existing sewer infrastructure is a PCRWRD gravity sewer approximately 200 feet east of the property on the other side of Twin Peaks Road. Nearby single-family residential homes all rely on septic systems. See Appendix A: Sewer Capacity Letter.

2. Water

   The Property is located within the "B" pressure zone of a Marana Intended Service Area that will eventually be served by Marana's Hartman Vistas public water system. At the time of this application, there are no existing water mains in this "B" pressure zone. The closest existing public water main is Marana's 16-inch "A+" pressure zone water transmission line located approximately 0.4 miles to the south at the intersection of Twin Peaks Rd. and Camino de Manana. No public or private wells are believed to exist within 100 feet of the Property.

3. Natural Gas

   The Property is located within the Southwest Gas service area.

4. Electric

   The Property is located within the TRICO Electric service area.

5. Fire Service

   The Property is located within the Golder Ranch Fire District.

6. Police Service

   The Property is located within the Town of Marana Police service area.

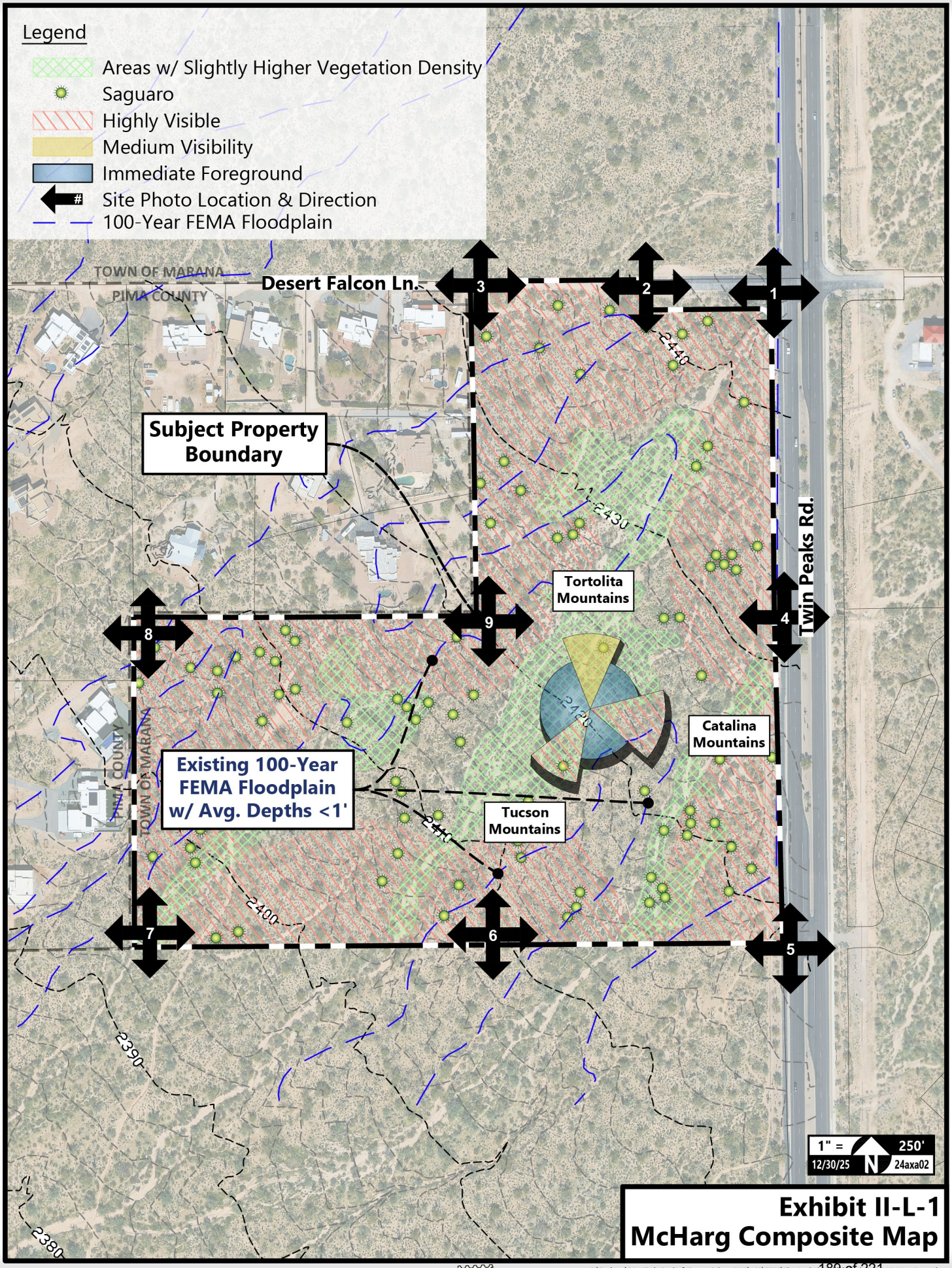


Exhibit II-L-1
McHarg Composite Map

G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\Exhibit II-L-1 McHarg Comp.dwg

III. LAND USE PROPOSAL

This section describes how the development responds to the opportunities and constraints described in the Inventory & Analysis section of this document, along with the Town of Marana Land Development Code. As evidenced by the site plan and the information below, this proposed rezoning has been crafted after careful and responsive consideration of the Property's context.



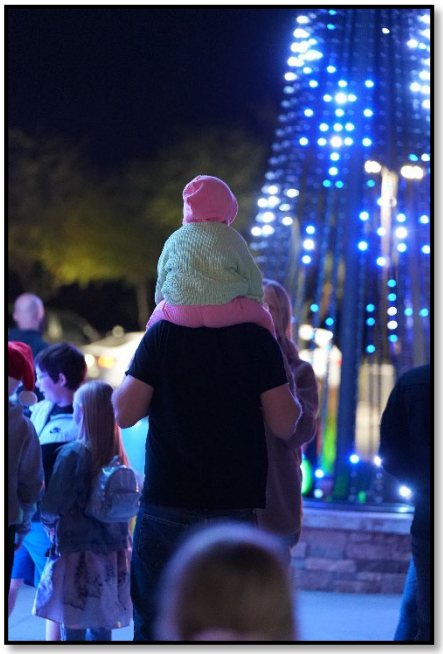


A. PROJECT OVERVIEW

The Oro Valley Church of the Nazarene ("OVCN") has been active in the community for many years. Their main campus and sanctuary in Oro Valley are very visible so as to encourage an open and welcoming experience, as will be the buildings and amenities now proposed at their Twin Peaks campus that is the subject of this document.

Partnering with a national sports ministry organization, OVCN has been blessed with the opportunity to leverage the outreach power of athletics to achieve and increase the impact of their mission of spreading the gospel. Sports often remove barriers and thus can create a wonderful environment for churches to build relationships and serve others. Sports ministry organizations partner with hundreds of churches across the country to help enable transformational experiences through organized youth sports leagues and activities. This Specific Plan is proposed in support of this expanding vision.

The proposed campus development will include three primary components: First, a large multi-use ministry building housing sport courts, worship spaces, classrooms, and offices. Second, outdoor athletic fields and associated improvements such as a playground and small concessions and restroom buildings. Third, a perimeter drainage channel that will protect the campus from flooding and also correct an existing drainage problem impacting several downstream neighbors. And fourth, sufficient parking areas to support all of the proposed facilities.



The development of this Property will have minimal impacts on surrounding land uses. Landscape borders will be installed in accordance with the Town of Marana Land Development Code to help mitigate views into the site. With this development being located along a major arterial roadway, traffic impacts on surrounding property owners will be minimal. See Exhibit III-D-1: Proposed Zoning.

Religious land uses are permitted in all zoning districts, subject to the development regulations of each district. Thus, the proposed campus elements described in the previous paragraph are already allowed by right under the Property's existing zoning designation. The Property's current

zoning limits the maximum building height to 30 feet, but the proposed multi-use building needs to be 40 feet in height due to the interior height requirements for volleyball courts. Specific Plan zoning is proposed simply because OVCN needs ten additional feet of building height.

OVCN's sole purpose for building their Twin Peaks campus is to continue carrying out its mission to bring the gospel of Jesus Christ to the northwest Tucson metropolitan area.

B. RELATIONSHIP TO TOWN OF MARANA ADOPTED PLANS



The Make Marana 2040 General Plan designates the Property as Low Density Residential (LDR). As such, this project will require a concurrent minor general plan amendment to Master Planned Area (MPA) to move forward as proposed. Responsible utilization of significant public investment in current and future roadway and utility infrastructure projects in the vicinity of this site determines development of the property will be in conformance with this development.

As part of its "Healthy Lifestyles" focus, the Town of Marana Strategic Plan 5 specifically calls for expansion and enhancement of youth sports in the community. OVCN's Twin Peaks campus will do just that, and much more.

The Property is within the "West 2" subarea of the Twin Peaks Corridor Study ("TPCS"). Although much of the TPCS is only applicable to residential development, the OVCN Twin Peaks campus will meet any TPCS' design requirements applicable to non-residential development.

C. COMPATIBILITY TO ADJOINING PROPERTIES

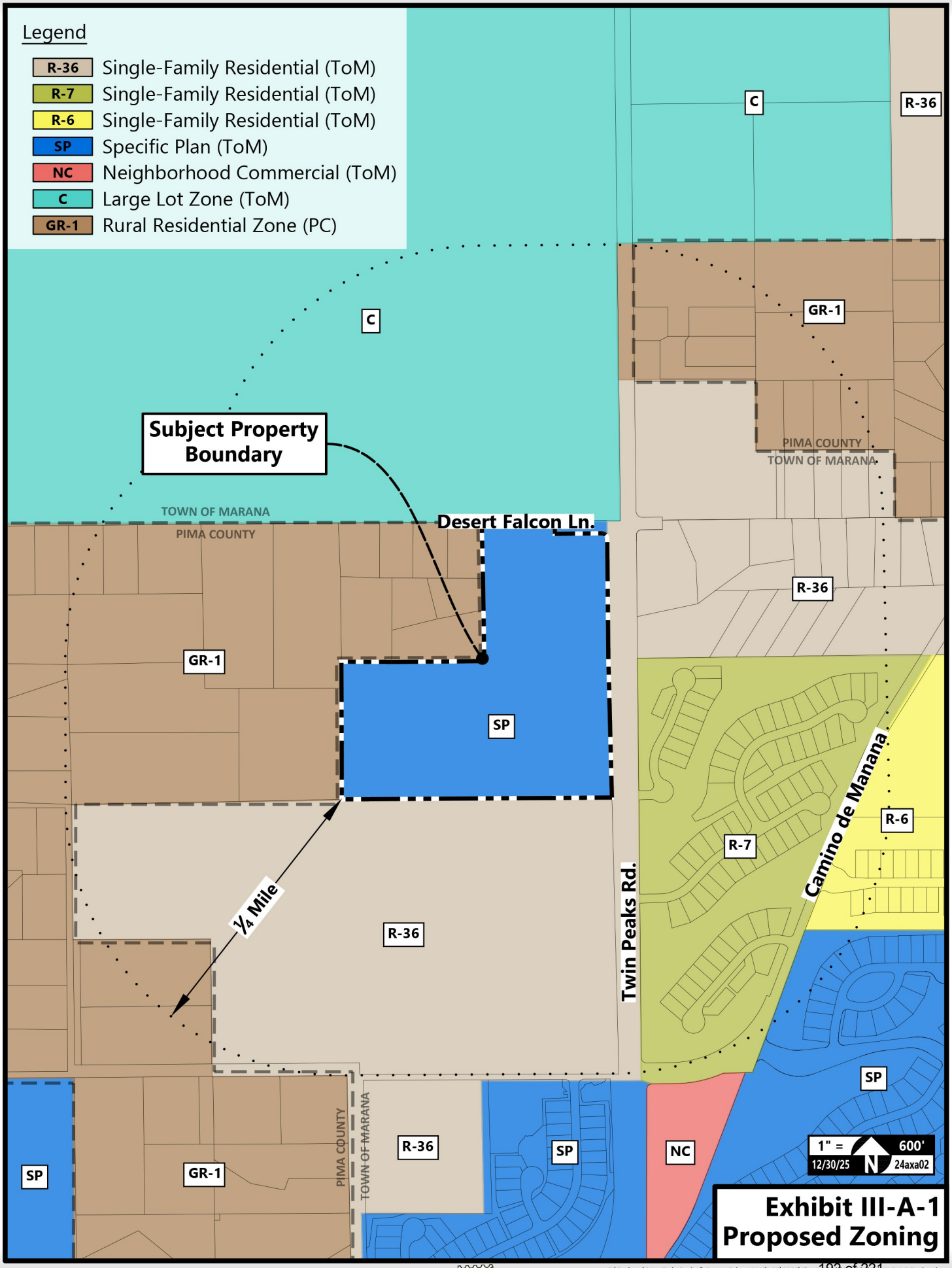
This property's location adjacent to a major arterial roadway and with minimal surrounding development minimizes the potential for this development to impact nearby landowners. Landscape buffers will be installed in conformance with the Marana Town Code. Necessary drainage channels have been planned along and within this Property's perimeter, which will significantly widen the buffer to nearby parcels. These buffers will help alleviate any additional impacts to surrounding property owners.



D. CONCEPTUAL LAND USE PLAN

This Specific Plan includes a single land use category since all components of the campus are part of one wholistic ministry vision of OVCN, and don't warrant or necessitate separate land use categories. See Exhibit III-D-2: Preliminary Site Plan Concept.




Legend
R-36 Single-Family Residential (ToM)
R-7 Single-Family Residential (ToM)
R-6 Single-Family Residential (ToM)
SP Specific Plan (ToM)
NC Neighborhood Commercial (ToM)
C Large Lot Zone (ToM)
GR-1 Rural Residential Zone (PC)
Subject Property Boundary
Desert Falcon Ln.
Twin Peaks Rd.
Camino de Manana
¼ Mile
TOWN OF MARANA
PIMA COUNTY
1" = 600'
12/30/25
24axa02
Exhibit III-A-1
Proposed Zoning
G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\Exhibit III-D-1 P Zoning.dwg



In Association With

SEAVER FRANKS ARCHITECTS INC AIA

Exhibit III-D-2
Preliminary Site Plan Concept

G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\Exhibits\Exhibit D-2 Site Plan Concept.dwg

E. Topography

1. Grading Concept

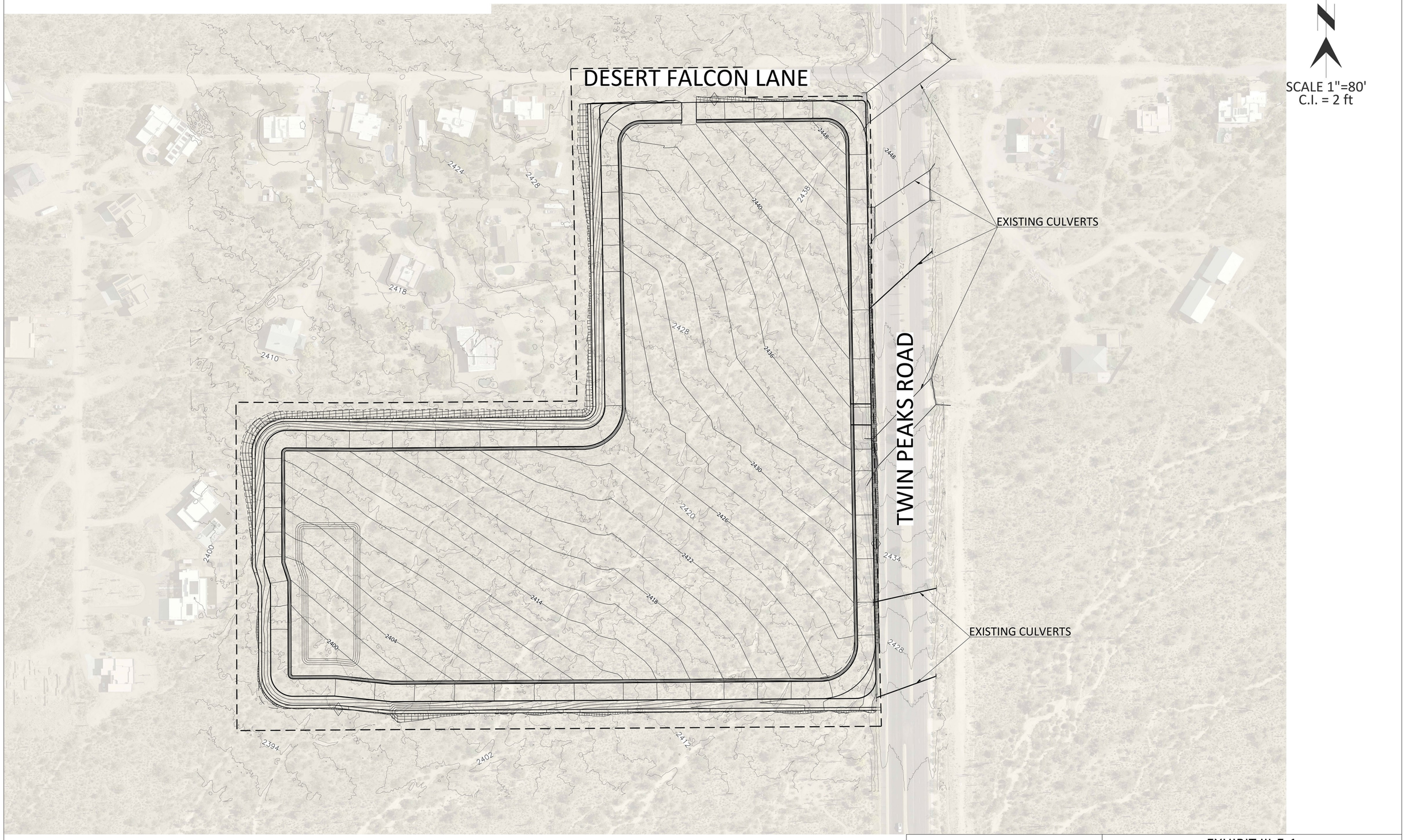
   The entire Property is proposed to be graded with finished elevations close to existing elevations except as may be necessary to allow adequate stormwater control and to facilitate safe pedestrian access throughout the site. The entire Property will be improved with buildings, hardscape, and landscaping. See Exhibit III-E-1: Proposed Grading

2. Encroachment onto Slopes of 15% or Greater

   The site does not currently contain any slopes of 15% or greater, so no such slopes will be encroached upon. Following construction, the only slopes greater than 15% are expected to be located along the banks of some drainage channels.

3. New Average Cross Slope

   The new average cross-slope is expected to be slightly more than the existing average cross-slope of 3.3% due to the construction of the perimeter drainage channels and their banks.



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

DRAWN BY: AJH
DATE: 1/6/2026
PROJECT NO: T5599

EXHIBIT III-E-1
PROPOSED GRADING
for
OVCN ON TWIN PEAKS

F. Post-Development Hydrology

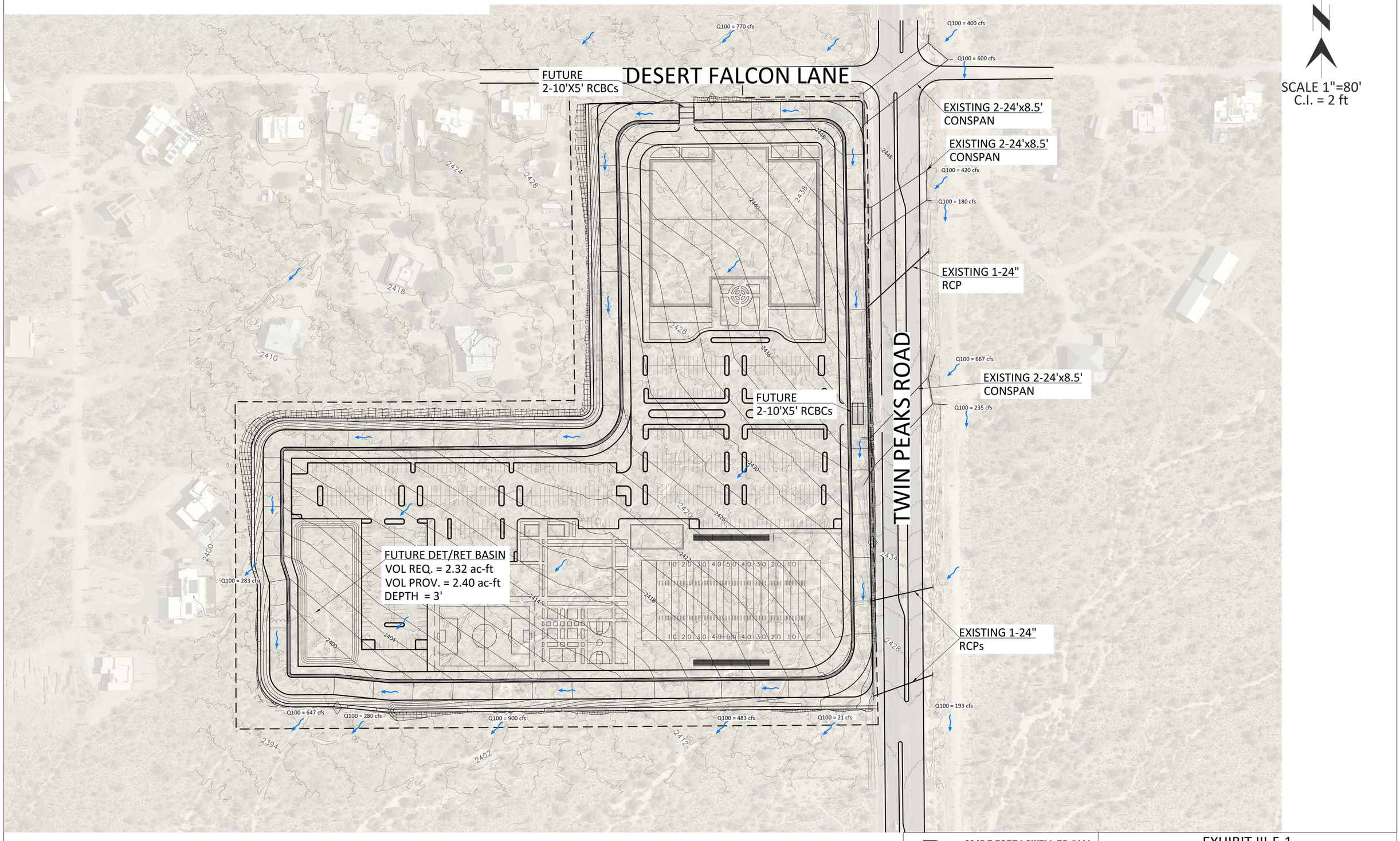
The development of the OVCN Twin Peaks campus will provide for conveyance of offsite flows around the proposed development. The design of the perimeter channel is such that the concentrated flows within the proposed channel are metered and released at various locations along the south and west property lines mimicking existing drainage patterns. These locations represent the locations where the regulatory flows through the site exits the project site in existing conditions. This maintains historical drainage patterns at the downstream boundary thus minimizing any adverse impact on the downstream private properties. As noted in the referenced Final Drainage Report for Camino de Manana prepared by Psomas, flow split occurs along the upstream reaches of the contributing areas as well at various culverts across Twin Peaks Road. Because of this, the peak discharge rates will be evaluated in more detail using a two-dimensional model as a part of the final engineering/design process, so discharge values indicated above and, on the exhibits, may be updated at that time.

Preliminary drainage analysis performed by RICK indicates that a collector channel with bottom width of 35 feet and depth up to 6 feet (including minimum 1' freeboard) is sufficient to convey offsite around the proposed development. The channel bottom is earthen, and side slopes are proposed to be stabilized to control anticipated erosion. Channel banks will be stabilized with materials such as riprap, soil cement or gunite. The flows out of the channels at the existing outfall locations are metered through a defined broad-crested weir with invert elevations and lengths designed to only convey flows of similar magnitude to existing condition flows out of the channel. At the project's entrances off Twin Peaks Road and Desert Falcon Lane, culverts are proposed to be provided. The sizing of those culverts will be covered during design phase and will need to be equal to the largest existing upstream culverts for wildlife connectivity and drainage purposes.

The Finished Floor Elevations (FFEs) of any habitable structure within the FEMA shaded X Zone will be raised one foot above the pre-development water surface elevation, as measured at the upstream corner of the proposed structure in accordance with Town and FEMA requirements.

OVCN on Twin Peaks will not produce any adverse drainage impacts to upstream or downstream properties. Post-development discharges flowing out of the site will be 10% less than pre-development peak discharge rates in accordance with the Town of Marana's drainage design criteria. Onsite retention/detention storage will be located at the southwest corner of the project site and within the perimeter channel as well. The retained stormwater is required to dissipate within 12 hours.

See Exhibit III-F-1: Post Development Hydrology.



SCALE 1"=80'
C.I. = 2 ft

DRAWN BY: AJH	RICK
DATE: 1/6/2026	PROJECT NO: T5599

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

EXHIBIT III-F-1
POST-DEVELOPMENT HYDROLOGY
for
OVCN ON TWIN PEAKS

G. VEGETATION & LANDSCAPING

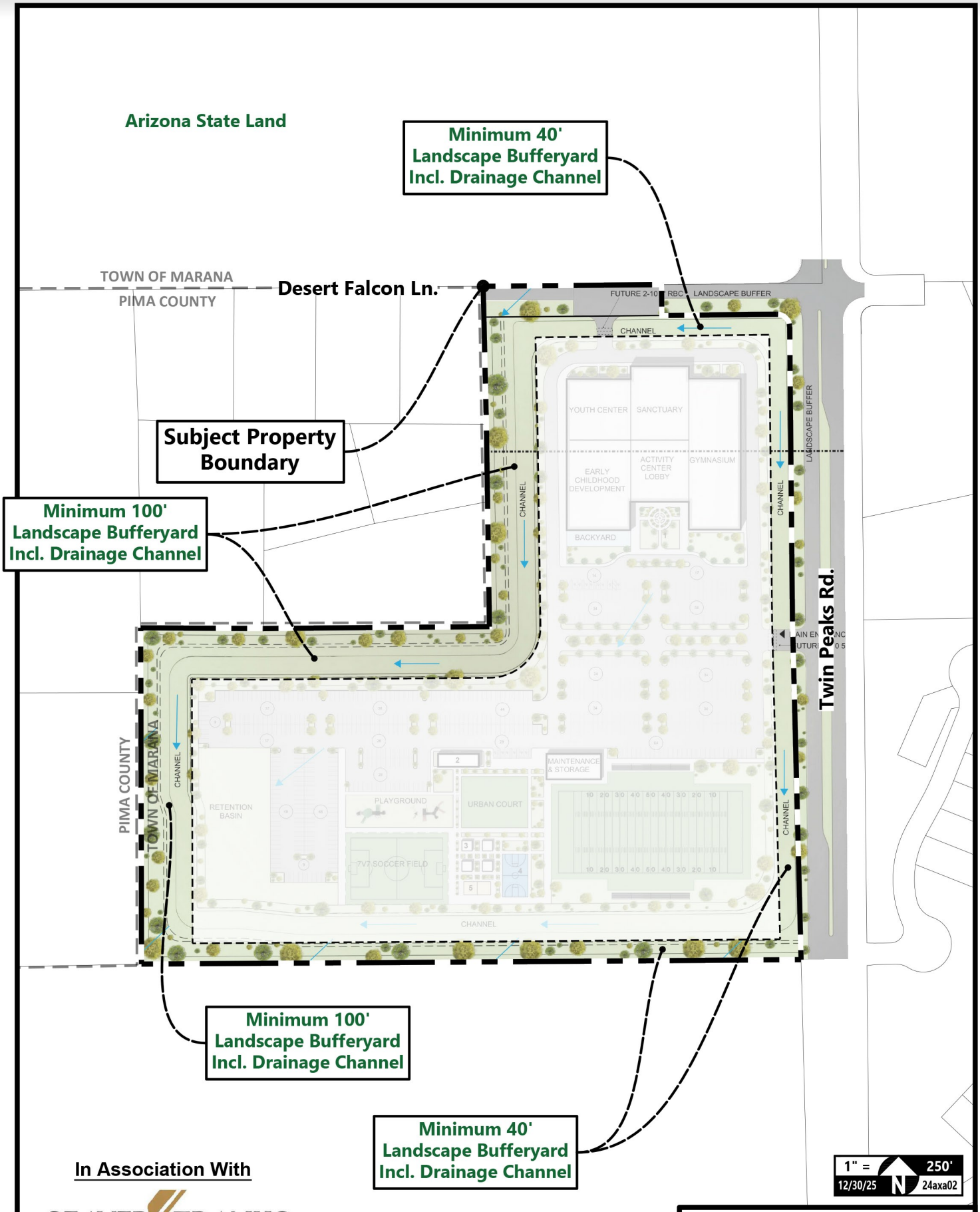
1. Conceptual Land Use Plan Response to Existing Vegetation

   The Marana Land Development Code, Environmental Resource Preservation, Native Plant and Landscape Requirements allow for this type of development. This Project will meet the intent of those assembled regulations and directions. Native plant material onsite will be inventoried and specimens that meet the Town's transplant requirements will be reused throughout the bufferyards and other open space areas on the Property. Native plants are drought tolerant and are uniquely suited for the local climate and further meet the primary objective of developing a sustainable and environmentally sensitive master planned campus.

   Open space will be located primarily along the perimeter of the site. The outdoor sports facilities will be located in the southern portion of the project, with walking paths included throughout the Property as necessary to provide safe and efficient pedestrian circulation between the campus' various elements. Landscaping will be installed throughout the open spaces and around the perimeter of the property to meet Marana's perimeter landscape bufferyard standards. No Pima Pineapple Cactus or Needle-Spined Pineapple Cactus are known to exist on the subject property.

2. Proposed Bufferyards

   Bufferyards will be provided around the perimeter of the site to help mitigate sound, visibility, lighting and traffic. Any natural vegetation that meets the requirements for transplanting will be inventoried and transplanted to bufferyards and other areas that are able to accommodate mature vegetation. See Exhibit III-G-1: Proposed Bufferyards and Exhibit III-G-2: Bufferyard Cross-Section.

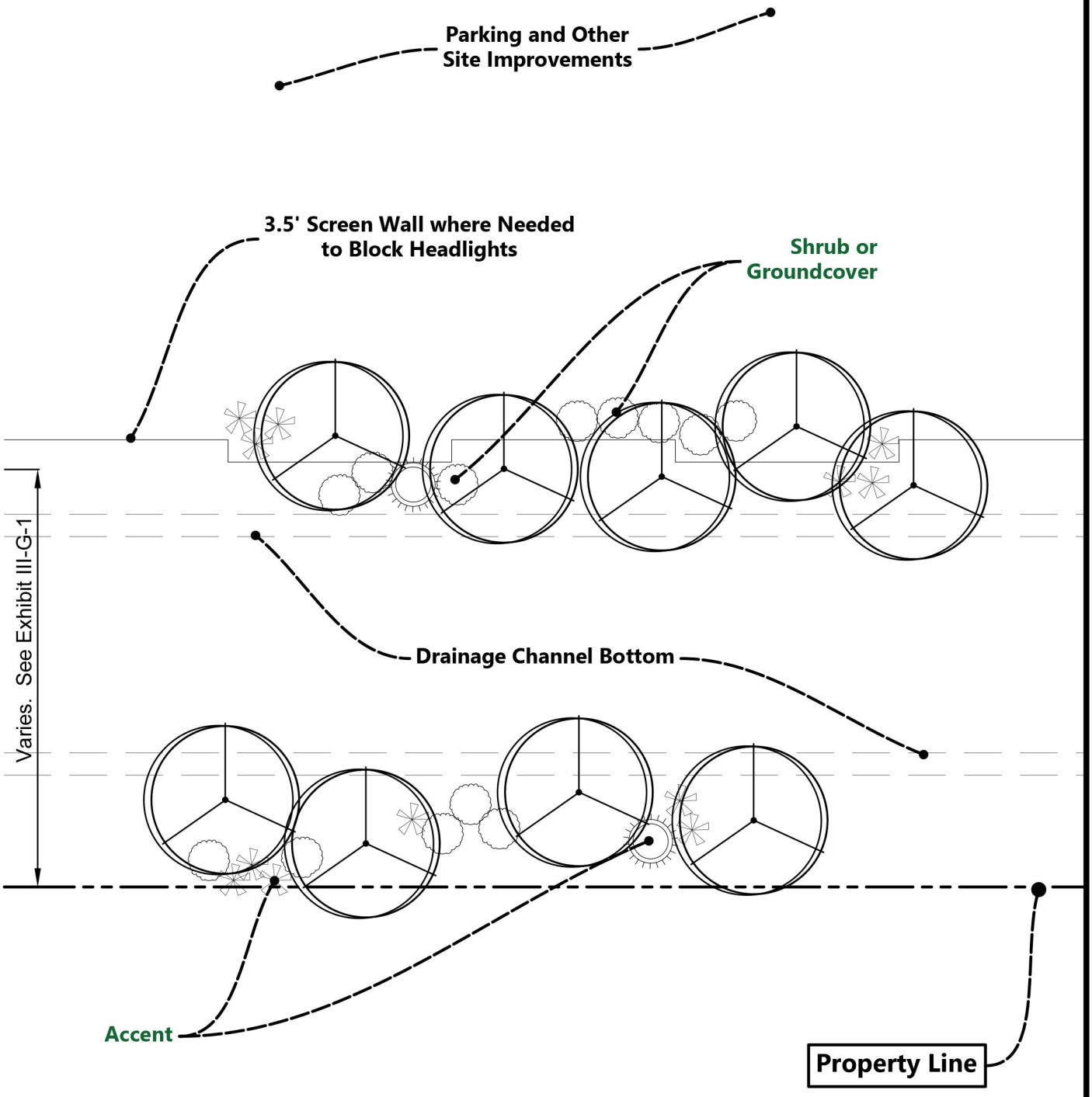


In Association With

SEAVER FRANKS
ARCHITECTS INC AIA

Exhibit III-G-1
Proposed Bufferyards

G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\Exhibits\Exhibit III-G-1 P Bufferyards.dwg



1" = 20'
12/30/25 N 24axa02

Exhibit III-G-2
Bufferyard Cross-Section

G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\Exhibits\[illegible]yard cross section.dwg

H. WILDLIFE

As is typical of areas within the Tortolita fan, the Property is crisscrossed by braided channels with some habitat value, but no significant washes exist onsite. When Twin Peaks Road was widened several of its drainage culverts were oversized to allow wildlife to safely cross under Twin Peaks Road. One of those oversized culverts empties into this Property, so any roadway crossings of the associated downstream perimeter drainage channel will be sized to accommodate the same size of wildlife that the Twin Peaks culvert is designed to accommodate. To encourage wildlife to continue to move between the Tortolita Mountains and the Santa Cruz River the proposed perimeter channel is planned to have an earthen bottom and some vegetation. Stormwater flow velocities often dictate rather rigid channel design, but where possible the perimeter channel will feature 3:1 side slopes with native vegetation. An artist's concept of the channel is shown below. The downstream edge of the site will feature a wide weir to spread stormwater flow back to its pre-development condition. That weir will be easily traversable by wildlife, allowing an easy exit from the site.



ARTIST'S CONCEPT OF THE WILDLIFE-FRIENDLY PERIMETER CHANNEL

At least 30 days before grading, a 100% area survey must be completed by a qualified wildlife biologist for the Sonoran Desert tortoise, with a copy of the survey from being sent to the Town of Marana prior to issuance of a grading permit.

I. VIEWSHEDS

Extraordinary views are not available from or across the property due to the relatively flat topography coupled with the distance to the surrounding mountain ranges. However, perimeter buffer areas will be utilized to mitigate the project's minimal impacts to surrounding viewsheds.

J. TRAFFIC

Please refer to Appendix A: Traffic Impact Statement by M. Esparza Engineering. The report's principal findings are:

"In November 2025, Field Data Services of Arizona collected a 24-hour turning movement count at the Twin Peaks Road/Desert Falcon Lane intersection, a twenty-four-hour count on a Sunday on Twin Peaks Road south of Desert Falcon Lane, and a peak period count at the Twin Peaks Road/Median Opening south of Desert Falcon Lane.

The Level of Service (LOS) D daily volume threshold of 32,000 vehicles per day (vpd) for a four-lane road (Twin Peaks Road) and 14,800 vpd for a two-lane road (Desert Falcon Lane and Camino de Manana) will not be met with this project through the year 2032.

The intersection analysis was considered for the highest site trip peaks during the week; 5:00-6:00 PM on Wednesdays when church services and youth ministries are held, and from 10:15-11:15 AM on Sundays which is expected to be the peak hour for the church services. The report also considers the impact of the sports fields on the campus. The Wednesday peak hour was estimated to be between 5:00-6:00 PM and have 187 entering vehicles and 100 exiting vehicles during the peak hour. Three hundred and seventy-seven (377) entering and four hundred and fifteen (415) exiting vehicles at the project driveways were estimated during the Sunday AM peak hour, based on existing counts at the church in Oro Valley which has the same size sanctuary as proposed along Twin Peaks Road, but doesn't include the proposed sports ministry facilities.

With the exception of one movement, all study area roadways and intersections will operate at LOS D or better through the year 2032 with the project. The eastbound left-turn movement at the Twin Peaks/Driveway 2 (the proposed access drive to Twin Peaks Road) intersection will experience LOS F conditions during the Sunday peak hour in 2027 and 2032. This is typical for large churches that experience short period surges in egress traffic after services, and this delay occurs on private property and not within the public right-of-way. The movement may experience LOS E delays during the Wednesday peak hour which is not unusual for drivers entering major roads during peak hours.

Traffic volume projections on Twin Peaks Road and at Driveway 2 indicate that a southbound right-turn lane will be warranted on Twin Peaks Road at the project driveway."

The report's conclusions and recommendations are:

"The church's peak hour (Sunday morning) occurs outside of the typical commuter peak hour periods.

The northbound left-turn lane that would be constructed with the new driveway and median opening on Twin Peaks Road should be constructed to a minimum 150 turn lane length with gap and taper constructed to Pima County standards. The median break will also be constructed to Pima County and Marana design standards.

The warranted southbound right-turn lane on Twin Peaks Road at the new driveway should be constructed with a minimum 150 turn lane length with taper constructed to Pima County standards.

It is recommended that there be an exclusive left-turn lane and an exclusive right-turn lane for egress movements at Driveway 2. There should be one ingress lane at this driveway. At the Desert Falcon Lane driveway, there should be one ingress and one egress lane.

All traffic control devices, including signs and markings, should be installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD, latest edition)."

NOTE: A Design Exception will be requested to allow full access at the proposed median break. If the Design Exception is not approved, that proposed access will be limited to right-in / right-out / left-in only.

K. PUBLIC UTILITIES

1. Water

   The Town of Marana's public potable water system currently extends approximately to the intersection of Twin Peaks Road and Camino de Manana, which is a quarter mile south of this Property. The Town's September 20, 2022 Water Facilities Infrastructure Improvements Plan includes future construction of a 16-inch "B" pressure zone distribution and reservoir fill line north on Twin Peaks Road from Camino de Manana to Tangerine Road. A portion of that 16-inch distribution and fill line is expected to be constructed along the east side of Twin Peaks Road (per Plan No. ENG2302-001) by the developer of the Enclave at Twin Peaks subdivision, which is platted but undeveloped adjacent to this Property.

   The OVCN project will extend the Town's water system as necessary to serve the proposed OVCN campus. Preliminary water system modeling indicates that adequate fire flow may be attainable via a new water main loop from the proposed main entrance on Twin Peaks Road, through the site, and back to Twin Peaks Road at Desert Falcon Lane. Final hydraulic modeling will be done during the detailed engineering phase following rezoning. Please see Exhibit III-K-1: Proposed Water & Sewer and Exhibit III-K-2: Water Capacity Letter.

2. Sewer

   Pima County Regional Wastewater Reclamation Department's 15-inch public sanitary sewer (G-2018-118) exists within the eastern right-of-way for Twin Peaks Road. In the area near Desert Falcon Lane the sewer line transitions to a 16-inch pipe for several hundred feet. This is the closest public sewer infrastructure to the project. A new eight-inch public sewer will connect to this infrastructure at or near manhole 2265-1-4. All adjacent neighbors are believed to have septic systems. Please see Exhibit III-K-1: Proposed Water & Sewer and Exhibit III-K-3: Sewer Capacity Letter.

3. Electric

   The property is located within the TRICO Electric service area.

4. Natural Gas

   Southwest Gas will supply natural gas service for this development.

5. Telecommunications

   This development is within the Century Link service area.

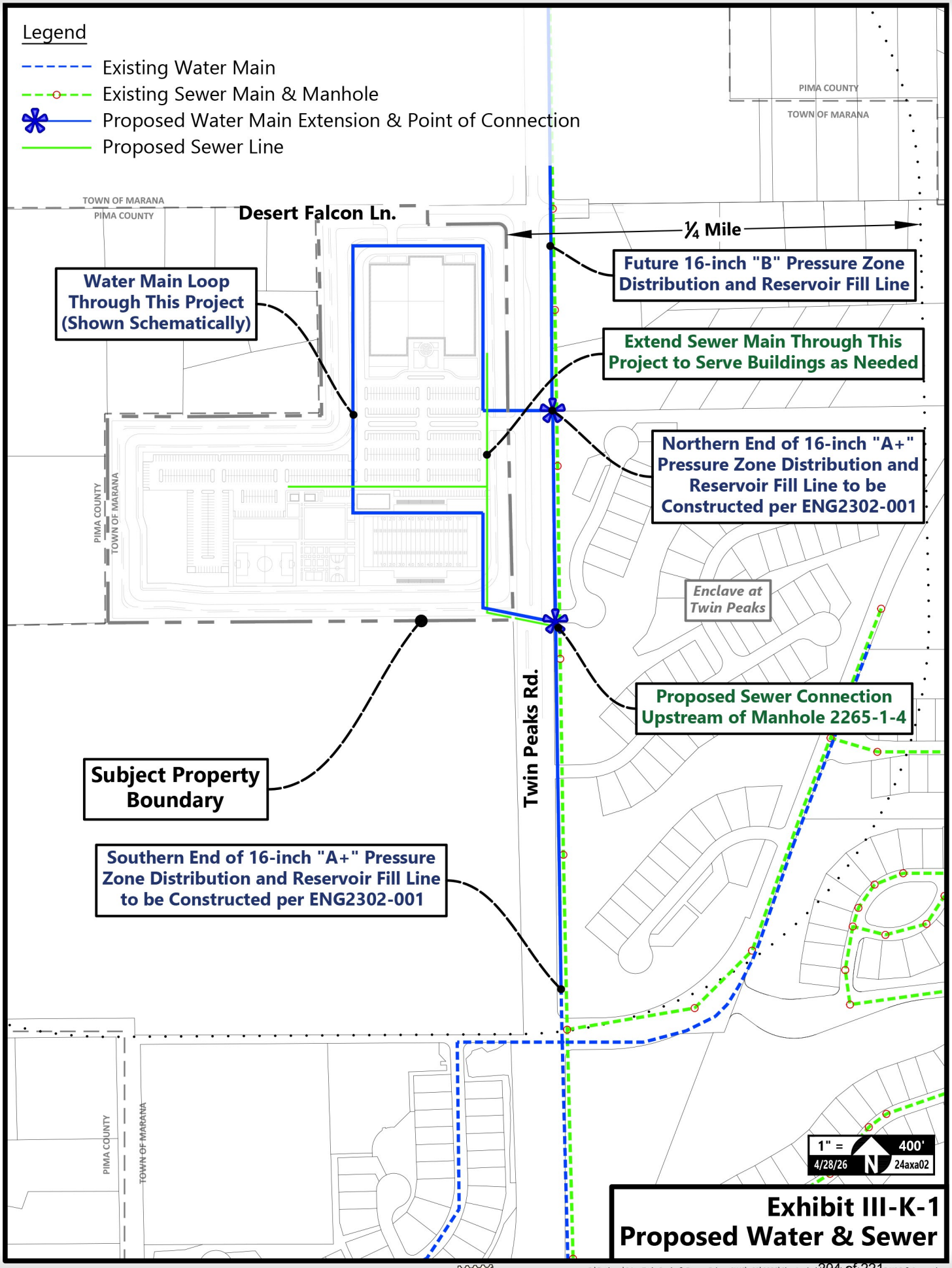

Legend
Existing Water Main
Existing Sewer Main & Manhole
Proposed Water Main Extension & Point of Connection
Proposed Sewer Line
PIMA COUNTY
TOWN OF MARANA
TOWN OF MARANA
PIMA COUNTY
Desert Falcon Ln.
¼ Mile
Future 16-inch "B" Pressure Zone Distribution and Reservoir Fill Line
Water Main Loop Through This Project (Shown Schematically)
Extend Sewer Main Through This Project to Serve Buildings as Needed
Northern End of 16-inch "A+" Pressure Zone Distribution and Reservoir Fill Line to be Constructed per ENG2302-001
PIMA COUNTY
TOWN OF MARANA
Enclave at Twin Peaks
Twin Peaks Rd.
Proposed Sewer Connection Upstream of Manhole 2265-1-4
Subject Property Boundary
Southern End of 16-inch "A+" Pressure Zone Distribution and Reservoir Fill Line to be Constructed per ENG2302-001
PIMA COUNTY
TOWN OF MARANA
1" = 400'
4/28/26
N
24axa02
Exhibit III-K-1
Proposed Water & Sewer
G:\Projects\24ax Twin Peaks & Desert Falcon SWC\a02\0230\Site Analysis\Exhibit III-K-1 P H2O & Sewer.dwg

Exhibit III-K-2: Water Capacity Letter

MARANA AZ
WATER

March 5, 2026

Oro Valley Church of the Nazarene
500 W Calle Concordia
Oro Valley, AZ 85704

Sanders Grove Management, LLC
6720 North Scottsdale Road, Suite 380
Paradise Valley, AZ 85253

RE: Letter of Intent to Serve – Water (ITSW)

To Whom it May Concern,

Marana Water finds the following pertaining to the area covered under the proposed Oro Valley Church of the Nazarene (OVCN) Specific Plan:

- Is within the Town of Marana Boundary
- Is in Marana Water's Intended Water Service Area.
- Will be a part of the **Twin Peaks Benefit Area.**
- Preliminary assessment indicates that Marana Water system, at the time of this letter, currently or will have pressure and storage to serve this project.

Please be advised that this letter of intent to serve does not serve as a pressure and storage letter required for permitting. Service connections are available on a first-come, first-serve impartial and non-discriminatory basis. This Letter of Intent to Serve – Water is valid for a period of 1-year from the date of this letter.

Sincerely,

Tim Rowe

Tim Rowe, P.E.
Marana Water/Water Reclamation Engineer

11555 W. Civic Center Dr. / MARANA, ARIZONA 85653 / (520) 382-2500 / FAX: (520) 382-2590 / MaranaAZ.gov

Exhibit III-K-3: Sewer Capacity Letter

PIMA COUNTY
WASTEWATER RECLAMATION
201 NORTH STONE AVENUE
TUCSON, ARIZONA 85701-1207

JACKSON JENKINS
DIRECTOR

PH: (520) 724-6500
FAX: (520) 724-9635

August 15, 2025

Paul Oland
Paradigm Ladn Design LLC
372 S Eagle Rd #284
Eagle, ID 83616

Sewerage Capacity Investigation No. P25WC00180 Type I

RE: **OVCN Twin Peaks, Parcels 21620016D, 21620016X, 21620016Y, 21620016Z, 216200200**
Estimated Flow 3,500 gpd (ADWF)

Greetings:

The above referenced project is tributary to the Tres Rios Water Reclamation Facility via the Continental Ranch Interceptor.

Capacity is currently available for a project this size in accordance with those terms set forth in contract 18-184, in the public sewer G-2018-118, downstream from manhole 2265-1-7.

This letter is not a reservation or commitment of treatment or conveyance capacity for this project. It is not an approval of point and method of connection. It is an analysis of the system as of this date. Allocation of capacity is made by the Type III Capacity Response.

If further information is needed, please feel free to contact us at (520) 724-6488.

Reviewed by: Mirela Hromatka, Planner III

L. PUBLIC SERVICE IMPACTS

1. Police

   The OVCN Twin Peaks campus is within Marana's town limits and law enforcement jurisdiction. As a religious facility, impacts to Marana's police services are expected to be minimal.

2. Fire

   This project will be protected by the Golder Ranch Fire District.

3. Trash & Recycling

   The Town of Marana does not provide trash or recycling services. OVCN will contract with a private solid waste pick-up provider.

4. Schools

   With this project being a religious facility, schools within the Marana Unified School District will not be affected by this development.

5. Parks

   This project will not impact the regional park systems.

THE EXISTING MULTI-USE PATH ALONG TWIN PEAKS ROAD



M. RECREATION & TRAILS

The proposed sports ministry facilities will provide significant benefits to area residents who wish to enroll their children. There is no charge for enrollment other than a nominal fee for uniforms and supplies.

The onsite pedestrian circulation system will connect to the existing multi-use path along the western edge of Twin Peaks Road.

N. CULTURAL, ARCHAEOLOGICAL, & HISTORIC RESOURCES

The Arizona State Museum records check shows that the project site has previously been surveyed, with no notable cultural resources found. The Museum also noted that there is a possibility for previously unidentified archaeological sites to have since been exposed (which is always true regardless of the age of the last survey, which is why Arizona Antiquities laws will be followed if any human remains or funerary objects are discovered during construction). The Museum recommends that a Class III archaeological survey be completed prior to grading activities onsite, and the Town of Marana has concurred with that recommendation, so the requested survey was been performed in April 2026 by SWCA. The survey concluded:

> *"SWCA's cultural resources survey of the project area at the southwest corner of West Desert Falcon Lane and West Twin Peaks Road in Marana did not identify any archaeological properties or historic buildings or structures that would warrant preservation or inclusion in the NRHP. No additional archaeological study is warranted for the subject property."*

See Exhibit I-K-1: AZSM Records Check.

IV. DEVELOPMENT & DESIGN STANDARDS

A. PURPOSE AND INTENT

This section provides standards and guidelines that apply to development within the OVCN Twin Peaks Specific Plan. Guidelines are provided for each separate land use within the project. The development is subject to the Town of Marana Design Standards and other applicable regulations.

B. DEVELOPMENT AREA (DA)

1. Permitted Uses
   - *i.* Christian Religious Facilities
   - *ii.* Uses not listed but which are similar in type and intensity to other permitted uses shall be approved by the Zoning Administrator.
2. Allowable Accessory Uses:
   - *i.* The following accessory buildings and uses may be located on the Property, provided that any permanent building or structure shall be harmonious with the architectural style of the main building:
     a. Maintenance and storage sheds;
     b. Caretaker quarters;
     c. Fences and walls;
3. Development Standards
   - *i.* Minimum Lot Area: None.
   - *ii.* Minimum Perimeter Building Setbacks: 40 feet.
   - *iii.* Minimum Distance Between Structures: As dictated by applicable Fire Code.
   - *iv.* Maximum Building Height: 40 feet.
   - *v.* Maximum Lot Coverage: None.

C. OPEN SPACE (OS)

The Open Space designation is proposed for the perimeter areas of the Property. This designation provides for landscaping, drainage, utilities, and access drives, and guarantees adjacent property owners that a significant perimeter buffer area will be provided.

1. Permitted Uses
   - *i.* Open Space (Landscaped and/or Natural);
   - *ii.* Drainage Facilities;
   - *iii.* Utilities and Associated Access Roads;
   - *iv.* Access Drives if Generally Perpendicular to the Property Boundary across which Vehicle Traffic Flows;
   - *v.* Signage Associated with the Onsite Facilities

V. IMPLEMENTATION & ADMINISTRATION

A. PROPOSED CHANGES TO ZONING ORDINANCE

The Development and Design Standards section of this Specific Plan addresses only those areas that differ from the Town of Marana Land Development Code. If an issue, condition, or situation arises that is not covered or provided for in this Plan, those regulations of the Town of Marana Land Development Code that are current at the time of development/permitting shall apply.

B. DEVELOPMENT REVIEW PROCEDURE

The development review for OVCN Twin Peaks Specific Plan shall follow the Town of Marana's standard procedures

C. GENERAL IMPLEMENTATION RESPONSIBILITIES

The implementation of the OVCN Twin Peaks Specific Plan is the responsibility of the Property owner in accordance with the regulations and guidance contained within this Specific Plan, unless otherwise noted. The Property owner, or their successors and assigns, shall be responsible for the engineering and implementation of the project infrastructure.

D. PHASING

Development phasing shall be determined by the Property owner.

E. SPECIFIC PLAN ADMINISTRATION

1. Enforcement

   The OVCN Twin Peaks Specific Plan shall be administered and enforced by the Town of Marana Development Services Department in accordance with the provision of the Town of Marana Land Development Code.

2. Administrative & Substantial Changes

   When a Specific Plan amendment is submitted to the Town of Marana the Zoning Administrator shall reference MTC Section 17-4-15(D) to determine the appropriate amendment procedure based on the significance of the amendment.

3. Interpretation

   If an issue, condition, or situation arises or occurs that is not sufficiently covered or provided for to be clearly understandable, those regulations of the Town of Marana Land Development Code that are applicable for the most similar issue, condition, or situation shall apply. This provision shall not be used to permit uses or procedures not specifically authorized by this Specific Plan or the Town of Marana Land Development Code.

   The Zoning Administrator shall be responsible for interpreting the provisions of this Specific Plan. Appeals of the Zoning Administrator's interpretation may be made within fifteen (15) days from the date of the interpretation to the Board of Adjustment.

Appendix A – Traffic Impact Analysis

REFERENCES

Make Marana 2040 General Plan. Town of Marana General Plan.

Town of Marana Land Development Code. Town of Marana, Arizona: April 2023.

Town of Marana Strategic Plan 5. Town of Marana Strategic Plan: April 2023.

Town of Marana Water Facilities Infrastructure Improvements Plan. September 20, 2022.

Pima County MapGuide. Map. Pima County Geographic Information Systems, 2021. http://gis.pima.gov/maps/mapguide/

http://www.arizonafuture.org/progress-meters/natural-resources/water-use/

http://www.broward.org/waterservices/documents/eei00700.pdf

Outlook

Re: Community Input Regarding Proposed Sports Complex Access and Zoning

From Sarah Smith <ssmith@maranaaz.gov>
Date Wed 5/13/2026 8:21 AM
To Matthew Taylor <mtaylor@MARANAAZ.GOV>

Received, Thank you. I will add this email to the project file.

Sarah Smith
Senior Planner | Development Services
Town Of Marana
11555 W. Civic Center Dr.
Marana, AZ 85653
Office: 520-382-2623
www.maranaaz.gov

From: Matthew Taylor <mtaylor@MARANAAZ.GOV>
Sent: Tuesday, May 12, 2026 8:19 AM
To: Sarah Smith <ssmith@maranaaz.gov>
Subject: FW: Community Input Regarding Proposed Sports Complex Access and Zoning

---

From: Fausto Burruel <fburruel@maranaAZ.gov>
Sent: Tuesday, May 12, 2026 8:18 AM
To: Matthew Taylor <mtaylor@MARANAAZ.GOV>; Brett Wittenberg <bwittenberg@MARANAAZ.GOV>
Subject: FW: Community Input Regarding Proposed Sports Complex Access and Zoning

Hey Guys,

I'm guessing you may have received this but sending it over just in case.

Professionally,

Fausto Burruel, MPA, PE
Public Works Director, Town Engineer
fburruel@maranaaz.gov

TOWN OF MARANA
5100 West Ina Road
Marana, AZ 85743
(520) 382-2676 Office
(520) 382-2641 Fax



From: CORNY WAHLMEIER <cwahlmeier@msn.com>
Sent: Tuesday, May 12, 2026 6:46 AM
To: Fausto Burruel <fburruel@maranaAZ.gov>
Subject: Community Input Regarding Proposed Sports Complex Access and Zoning

PLEASE BE CAUTIOUS
THIS MESSAGE AND SENDER COME FROM OUTSIDE THE TOWN OF MARANA. IF YOU DID NOT EXPECT THIS MESSAGE, PROCEED WITH CAUTION. VERIFY THE SENDER'S IDENTITY BEFORE PERFORMING ANY ACTION, SUCH AS CLICKING ON A LINK OR OPENING AN ATTACHMENT.

To Whom It May Concern,

We appreciate your commitment to gathering community input. We are Greg and Ernestina Wahlmeier, owners of the residence at 5571 W. Desert Falcon Lane.

In response to OVCN's request for resident feedback regarding limited access to the proposed sports complex via Twin Peaks Road, we would like to clarify our position. **We do not** support the development of a sports complex that would require rezoning the currently established zoning designations.

Should the Town of Marana choose to proceed with such rezoning despite neighborhood opposition, we respectfully request that all access to the complex be restricted to Twin Peaks Road. We strongly oppose the proposed use of Desert Falcon Lane, which is a narrow, one-way dirt road and the sole access point for our neighborhood. Preserving the safety, privacy, and livability of our community remains a top priority.

Additionally, if the project is approved, we request the installation and ongoing maintenance of an automatic access gate to help preserve neighborhood privacy and prevent parking overflow and traffic congestion on our residential streets.

We note that similar issues have been documented at other OVCN facilities, even in larger neighborhoods with multiple access points.

We remain open to discussing alternative solutions that thoughtfully address both community needs and neighborhood concerns. We hope to collaborate toward an outcome that benefits all parties.

Please feel free to contact us at 520-349-6689 or via email with any questions regarding our concerns.

Thank you for your time and consideration.

Sincerely,
Greg and Ernestina Wahlmeier

Outlook

Re: OVZN SPORTS COMPLEX CONCERNS

From Sarah Smith <ssmith@maranaaz.gov>
Date Wed 5/13/2026 8:44 AM
To Matthew Taylor <mtaylor@MARANAAZ.GOV>

Received, and I will add this to the project file.

Sarah Smith
Senior Planner | Development Services
Town Of Marana
11555 W. Civic Center Dr.
Marana, AZ 85653
Office: 520-382-2623
www.maranaaz.gov

From: Matthew Taylor <mtaylor@MARANAAZ.GOV>
Sent: Tuesday, May 12, 2026 9:58 AM
To: Sarah Smith <ssmith@maranaaz.gov>
Subject: FW: OVZN SPORTS COMPLEX CONCERNS

From: Fausto Burruel <fburruel@maranaaz.gov>
Sent: Tuesday, May 12, 2026 9:57 AM
To: Matthew Taylor <mtaylor@MARANAAZ.GOV>; Brett Wittenberg <bwittenberg@MARANAAZ.GOV>
Subject: FW: OVZN SPORTS COMPLEX CONCERNS

FYI

From: Brenda Navarro <Brenda.Navarro@tucsonaz.gov>
Sent: Tuesday, May 12, 2026 9:56 AM
To: Fausto Burruel <fburruel@maranaaz.gov>
Cc: Alejandro Navarro <Alejandro.Navarro@tucsonaz.gov>
Subject: OVZN SPORTS COMPLEX CONCERNS

PLEASE BE CAUTIOUS
THIS MESSAGE AND SENDER COME FROM OUTSIDE THE TOWN OF MARANA. IF YOU DID NOT EXPECT THIS MESSAGE, PROCEED WITH CAUTION. VERIFY THE SENDER'S IDENTITY BEFORE PERFORMING ANY ACTION, SUCH AS CLICKING ON A LINK OR OPENING AN ATTACHMENT.

To Whom It May Concern:

As the residents and property owners of 5525 W. Desert Falcon Lane, we are formally submitting this response regarding the Oro Valley Church of the Nazarene (OVCN) rezoning

proposal, specifically as it pertains to the planned OVCN sports complex and the proposed vehicular access points.

We respectfully request that all vehicular entrances to the proposed complex be limited exclusively to Twin Peaks Road. We strongly oppose any access point connecting the complex to Desert Falcon Lane.

Desert Falcon Lane is the sole access road for all residents in our neighborhood. It is a privately owned road, not maintained by the Town of Marana or any affiliated entity. For this reason, we further request that OVCN install and maintain an automatic access gate on Desert Falcon Lane to prevent spectators, attendees, and other individuals associated with the sports complex from using the road for parking or access. Such a gate would also provide necessary security and privacy for our small residential community.

In addition to traffic and access concerns, we are also concerned about light pollution generated by the proposed sports complex. Bright field lighting, extended evening activity, and increased illumination may significantly impact the visibility, tranquility, and natural darkness of our neighborhood. We request that any lighting associated with the project be fully shielded, directed downward, and limited in operational hours to minimize disruption to nearby residences.

We are further concerned about dust and particulate matter that may result from construction activities, increased vehicle traffic, and ongoing use of the complex. Dust accumulation poses both a nuisance and a potential health concern for residents. We request that appropriate dust-mitigation measures be implemented and maintained throughout construction and operation.

Concerns regarding disturbances, unauthorized parking, and neighborhood intrusion are not hypothetical. Similar issues have been documented at other OVCN facilities and at large church-operated venues throughout the Phoenix Valley area. These patterns reinforce our concerns and the need for proactive measures to protect our neighborhood.

We appreciate your consideration of these concerns and expect they will be fully evaluated as part of the rezoning process.

Respectfully,

Alejandro and Brenda Navarro

Outlook

Re: Twin Peak / Desert Falcon Sports Park

From Sarah Smith <ssmith@maranaaz.gov>
Date Thu 5/14/2026 2:21 PM
To Matthew Taylor <mtaylor@MARANAAZ.GOV>

Received, I will add and forward to the applicant.

Sarah Smith
Senior Planner | Development Services
Town Of Marana
11555 W. Civic Center Dr.
Marana, AZ 85653
Office: 520-382-2623
www.maranaaz.gov

From: Matthew Taylor <mtaylor@MARANAAZ.GOV>
Sent: Thursday, May 14, 2026 1:45 PM
To: Sarah Smith <ssmith@maranaaz.gov>
Subject: FW: Twin Peak / Desert Falcon Sports Park

From: Fausto Burruel <fburruel@maranaaz.gov>
Sent: Thursday, May 14, 2026 1:40 PM
To: Matthew Taylor <mtaylor@MARANAAZ.GOV>; Brett Wittenberg <bwittenberg@MARANAAZ.GOV>
Subject: FW: Twin Peak / Desert Falcon Sports Park

FYI

From: Bednar, Molly <molly.bednar@engelvoelkers.com>
Sent: Thursday, May 14, 2026 1:38 PM
To: Fausto Burruel <fburruel@maranaaz.gov>
Subject: Twin Peak / Desert Falcon Sports Park

PLEASE BE CAUTIOUS
THIS MESSAGE AND SENDER COME FROM OUTSIDE THE TOWN OF MARANA. IF YOU DID NOT EXPECT THIS MESSAGE, PROCEED WITH CAUTION. VERIFY THE SENDER'S IDENTITY BEFORE PERFORMING ANY ACTION, SUCH AS CLICKING ON A LINK OR OPENING AN ATTACHMENT.

Dear Fausto,
I am writing to express my concerns regarding the proposed Sports Park/Church.
These lots are zoned R-36 specifically to preserve the integrity and character of the desert community, with minimum lot sizes of 36,000 square feet intended to maintain open space, privacy, and the rural nature of the area. Residents chose to live here because of the quiet

desert environment, dark skies, and peaceful surroundings — not to have a large sports park built in our backyard. Why do you want to change the desert? Let's leave the lots as they were intended.

While I understand the value recreational facilities can bring, I have several concerns about this project's impact on the surrounding neighborhood. These concerns include increased traffic congestion, noise levels, environmental impact, parking shortages, light pollution from nighttime field lighting, and strain on local infrastructure and public services.

The addition of bright lighting could significantly affect nearby residents by disrupting sleep, reducing privacy, and negatively impacting the natural environment and wildlife in the area. This concern is especially important because this area is already subject to a light ordinance intended to limit excessive nighttime lighting and preserve the community's character and livability. If this project moves forward, we will lose our stars and the dark desert skies that residents moved here to enjoy.

We live on Desert Falcon, a quaint dirt road that is narrow and not designed to handle the increased traffic or overflow parking associated with a sports complex or church events. In fact, the only nearby neighbor in favor of this project lives on Desert Falcon. The overwhelming majority of surrounding neighbors are opposed. If this project is approved despite the concerns of the community, we strongly request that visitors and overflow parking not be permitted on Desert Falcon for the safety and preservation of the neighborhood.

Additionally, many residents value the current character and open space of the area, and I believe alternative locations should be considered that would better accommodate the Church and their sports park without negatively affecting nearby homes and businesses.

I respectfully ask that you reconsider approval of this project and take into account the concerns raised by community members. I also encourage further public discussion and a more thorough review of the long-term impacts before moving forward.

Thank you for your time and consideration.

Sincerely,
Molly Bednar
Desert Falcon Resident

--



Engel & Völkers Tucson

Licensee of Engel & Völkers U.S. Holdings, Inc.
Molly Bednar, Advisor
Engel & Volkers
6151 E Grant Rd
Tucson AZ 85712
520-247-4336
www.MollyBednar.com

From:	Matthew Taylor
To:	Austin Shreffler
Subject:	FW: Desert Falcon project impact to community
Date:	Monday, June 22, 2026 9:22:05 AM

From: Fausto Burruel <fburruel@maranaaz.gov>
Sent: Friday, June 19, 2026 4:58 PM
To: Brett Wittenberg <bwittenberg@MARANAAZ.GOV>; Matthew Taylor <mtaylor@MARANAAZ.GOV>
Subject: FW: Desert Falcon project impact to community

FYI

From: Pablo Jimenez <pablojisa@gmail.com>
Sent: Friday, June 19, 2026 4:56 PM
To: Fausto Burruel <fburruel@maranaaz.gov>
Subject: Desert Falcon project impact to community

PLEASE BE CAUTIOUS
THIS MESSAGE AND SENDER COME FROM OUTSIDE THE TOWN OF MARANA. IF YOU DID NOT EXPECT THIS MESSAGE, PROCEED WITH CAUTION. VERIFY THE SENDER'S IDENTITY BEFORE PERFORMING ANY ACTION, SUCH AS CLICKING ON A LINK OR OPENING AN ATTACHMENT.

To Whom It May Concern,

As a property owner on Desert Falcon Lane, I am writing to formally oppose the proposed rezoning for the OVCN sports complex. Any approval of this rezoning would directly and negatively impact our community's quality of life.

If the Town of Marana proceeds with rezoning despite neighborhood objections, I request that all access to the OVCN complex be restricted to Twin Peaks Road. Access should not include the small one-way dirt road on Desert Falcon Lane, as this is the sole entry point for residents. Using it for event traffic would subject our neighborhood to significant cut-through traffic and parking issues.

Furthermore, if rezoning is approved, I request that OVCN be required to provide and maintain an automatic access gate. This measure is essential to protect our privacy and prevent attendees from using residential streets for parking, a problem frequently observed in similar high-traffic developments.

Please feel free to contact me if you have any questions.

Sincerely,

Pablo Jimenez
5563 w Desert Falcon Ln
Tucson, Az, 85742

MARANA AZ

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

PROJECT APPLICATION

Instructions

Information about project submittal requirements can be found online by reviewing the submittal checklist for the proposed scope of work at https://www.maranaaz.gov/developmentservicesforms.

- Applicants can submit electrically by email. Please follow the information resource on "How to Submit Electronically."
- Submit the completed application along with all forms and attachments electronically by email to maranaplanning@maranaAZ.gov for planning related applications or deveng@maranaAZ.gov for engineering related applications. If means to submit electronically are unavailable, applicants can submit in person using a print copy to:

  Development Services
  Marana Municipal Complex, Second Floor
  11555 W Civic Center Dr. Building A2
  Marana, AZ 85653
- The application and review status can be viewed through Permit Tracker, our On-line Application & Information System, utilizing the project search menu.
- Notice of correction or approval will be communicated via email to the applicant listed on the application.

Payment

Fee information can be found on the online at maranaAZ.gov/finance. An invoice will be provided by email to the applicant for payment. Payment can be made in the form of credit card, cash or check payable to the Town of Marana.

- Credit card over the phone, please call (520) 382-2600
- In person or by mail, please send checks to:

  Town of Marana, Cashiering
  11555 W Civic Center Dr. Building A2
  Marana, AZ 85653

Licensing Time Frame

Pursuant to and subject to A.R.S. § 9-836 (2019), the Town of Marana hereby establishes its licensing time frames, available here.

Contact Information

For planning related questions about this form, please contact Marci Johns by email at maranaplanning@maranaAZ.gov or call (520) 382-2600.

For development engineering questions about this form, please contact Charity Teresi by email at deveng@maranaAZ.gov or call (520) 382-2600.

MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: OVCN Twin Peaks Specific Plan	
Description of Project: New Church Campus w/ Sports Ministry Elements	Number of Lots: 1
Parcel No.(s): 216-20-016D, -016X, -016Y, -016Z, -0200	Gross Area (Acres): ~28
Project Address: Not Assigned	
Ref. Project No.:	

CONTACT INFORMATION

Owner: Oro Valley Church of the Nazarene	Contact Name: Shaun McClellan		
Address: 500 W Calle Concordia	City: Oro Valley	State: AZ	Zip: 85704
Email: shaun@ovcn.church	Phone No.: (303) 565-7929		
Applicant: Same as Owner	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		
Consultant/Engineer: Paradigm Land Design LLC	Contact Name: Paul Oland		
Address: 372 S Eagle Rd #284	City: Eagle	State: ID	Zip: 83616
Email: gpo@paradigmland.us	Phone No.: (520) 664-4304		

APPLICANT AUTHORIZATION

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

SHAUN MCCLELLAN		1-14-26
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 05/16/2023