



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 1/14/20

** = Mandatory, information must be provided*

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Town of Marana (Marana)

***Project Title/Description:**

El Rio Preserve Bank Protection Intergovernmental Agreement (IGA)

***Purpose:**

The District is partnering with Marana to construct 3,500 linear feet of low-flow soil cement bank protection along the northern perimeter of the El Rio Preserve (Preserve). The Preserve, which is owned by Marana, provides habitat to over 200 species of birds and is a destination along The Chuck Huckelberry Loop. In past years, the Santa Cruz River (SCR) has breached the existing earthen berm along the north side of the Preserve resulting in the loss of habitat and erosion issues. The proposed low-flow bank protection would address the breach where the SCR is entering the Preserve. The low-flow bank protection would allow for controlled hydraulic connectivity between the Preserve and the SCR minimizing erosion issues and helping protect this birding oasis.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Soil Cement Bank Protection - The proposed bank protection will protect the Preserve from frequent erosion allowing the Preserve to be further developed as a unique habitat area for over 200 species of birds located as a destination on The Chuck Huckelberry Loop. The low flow design allows for hydraulic connectivity to be preserved and natural floodplain functions to still occur in a larger storm event.

Land Trades - The proposed land trades will transfer land between the District and Marana. Marana will trade land to the District to allow the District to build and maintain the soil cement bank protection. In return, the District will trade an easement with Marana to an inlet south of Coachline Road and the associated channel on the north side of Coachline Road. On the south side is where the Cortaro Marana Irrigation District (CMID) water will construct a turnout so that Marana can be purchase and convey the CMID water into the Preserve during years with little rainfall.

Sediment Placement - The proposed sediment placement would create additional areas that would remain dry in the 25-year event. This would allow Marana more opportunities to create amenities within the Preserve, such as benches, bird blinds and pathways that would experience less frequent inundation as well as create islands for the birds to utilize. The plan included in this IGA has been approved by Marana and the Friends of El Rio Preserve. The material would be sourced from the adjacent capacity restoration work that is planned within the SCR to maintain the freeboard of the Lower Santa Cruz Levee.

***Public Benefit:**

The proposed bank protection will protect the Preserve from frequent erosion allowing the Preserve to be further developed as a unique habitat area for over 200 species of birds located as a destination on The Chuck Huckelberry Loop.

***Metrics Available to Measure Performance:**

Substantial completion of the bank protection project in FY 2019/20. Successful execution of the land trade and utilization of the land trades for their described purposes. Creating the dry areas for people and islands for bird refuge. This task will be impacted by the level of the water in the Preserve. If the current ponding within the Preserve makes areas inaccessible during the separate grading project, the material will be placed in contingency areas for future improvements in the Preserve.

***Retroactive:**

No

*To: COB- 1-7-20
Ver- 1
pgs. 74
(2) Addendum*

JAN 07 2010 4:14 PM KCF RD

Contract / Award InformationDocument Type: CT Department Code: FC Contract Number (i.e., 15-123): 20*179Effective Date: 01/14/2020 Termination Date: 01/01/2038 Prior Contract Number (Synergen/CMS): ☐ Expense Amount: \$ ☐ Revenue Amount: \$ ***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☒ No If Yes \$ % Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, is the Contract to a vendor or subrecipient?**Were insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**Document Type: Department Code: Contract Number (i.e., 15-123): Amendment No.: AMS Version No.: Effective Date: New Termination Date: Prior Contract No. (Synergen/CMS): ☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ Is there revenue included? ☐ Yes ☐ No If Yes \$ ***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ % **Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ AmendmentDocument Type: Department Code: Grant Number (i.e., 15-123): Effective Date: Termination Date: Amendment Number: ☐ Match Amount: \$ ☐ Revenue Amount: \$ ***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ % ***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ % ***Funding Source:** ***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** Contact: Deirdre Brosnihan, P.E. (Martha Guzman - pickup)Department: Pima County Regional Flood Control District Telephone: 724-4686 (724-4611)Department Director Signature/Date: *Eugene Shields*Deputy County Administrator Signature/Date: *[Signature]* 1/3/2020County Administrator Signature/Date: *C. DeBacco* 1/3/20
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO.	<u>CT-FC-20-179</u>
AMENDMENT NO.	_____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE PIMA COUNTY FLOOD CONTROL DISTRICT AND
THE TOWN OF MARANA FOR
THE EL RIO PRESERVE BANK PROTECTION PROJECT**

This Intergovernmental Agreement (this "Agreement") is entered into by and between the Pima County Flood Control District ("District"), a political taxing subdivision of the State of Arizona, and the Town of Marana ("Marana"), an Arizona municipal corporation, pursuant to Arizona Revised Statutes section (A.R.S. §) 11-952. District and Marana are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

Recitals

- A. District is authorized by A.R.S. § 48-3603 to construct, operate, and maintain flood control works and storm-drainage facilities for the benefit of the District, and to acquire property for those purposes.
- B. Marana is authorized by A.R.S. §§ 9-240, 9-464.01, 9-494, and 9-500.03 to construct, reconstruct, acquire, and maintain drainage ways and channels, parks, and trail systems.
- C. The Parties wish to cooperate in the design and construction of the El Rio Preserve Bank Protection Project ("the Project"), as depicted in **Exhibits A (Area Map) and B (95% Bank Protection Plans)**, and to create landforms within the preserve using sediment from a capacity restoration project in this reach of the Santa Cruz River, as depicted in **Exhibit C (Final Grading Plans)**. The purpose for the Project is to provide flood control improvements for the Marana El Rio Preserve and Trail System and to restore flood-carrying capacity along a specific segment of the Santa Cruz River. The Project area is located within the Marana town limits, and part of the project area is on land owned by the town of Marana.
- D. The Parties are authorized to contract for services and enter into agreements with each other for joint or cooperative action pursuant to A.R.S. § 11-952.
- E. The Project is currently estimated to cost approximately \$1.98 million.
- F. District desires to advertise, award, execute, and administer the design and construction contracts for the Project and, after completion of the Project, to operate and maintain the bank protection improvements constructed by the Project.
- G. Marana desires to provide District with all easements necessary to construct and maintain the Project, and the Parties desire to provide all real property exchanges that

are necessary to construct the Project and maintain the sluice gate constructed by the Project.

- H. Construction of the Project is currently scheduled to commence in fiscal year 2019-2020, subject to the acquisition of all necessary permits, easements, and environmental clearances necessary for the Project, and is estimated to be completed approximately 12 months after the start of construction.
- I. Marana acknowledges that its intent is to follow through with the construction of the El Rio Preserve in a timely manner once District has constructed the Project.

Agreement

NOW THEREFORE, the Parties, pursuant to the above recitals which are incorporated herein, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

- 1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the Parties for the design, construction, maintenance, and operation of the Project and to address legal and administrative matters among the Parties.
- 2. **Project.** The Project consists of the design and construction of bank protection as depicted in **Exhibit B**, and the creation of landforms within the Preserve using sediment from a capacity-restoration project as depicted in **Exhibit C** (collectively "**Project Plans**").
- 3. **Design and Construction Responsibilities.** District shall design and construct the Project in accordance with the Project Plans. District will provide Marana an opportunity to review and comment on the Project Plans as they are developed, but final responsibility for and approval of the Project Plans shall rest with District.
 - a. *Environmental Compliance.* District shall prepare and incorporate into the planning, design, and construction of the Project, responses to all applicable local, state, and federal environmental requirements, including but not limited to hydrologic and geotechnical investigations; compliance with the Pima County Native Plant Preservation Ordinance; protection of species identified by the Arizona Game & Fish Department and the U.S. Department of Fish and Wildlife Service as being endangered, threatened, or of concern; and compliance with the National Pollutant Discharge Elimination System (including preparation of a Storm Water Pollution Prevention Plan).
 - b. *Cultural Resources.* District shall consider potential impacts to cultural and historical resources in the Project planning and design phases through inventory, evaluation, and impact assessment, and seek to avoid impacts to these resources in accordance with applicable local, state, and federal historic preservation laws and regulations. If impacts are unavoidable, a mitigation treatment plan will be prepared in consultation with Pima County, the State Historic Preservation Office,

and other agencies as appropriate, and implemented prior to construction, at District's cost.

4. **Construction.** District shall administer the construction contracts for the Project in accordance with the requirements of Arizona Revised Statutes Title 34 and in accordance with the Construction Schedule (as defined below). District shall have the usual rights of the owner of a public construction contract.
 - a. *Construction Schedule.* District shall be responsible for preparing a construction schedule (the "Construction Schedule") showing the anticipated timing and duration of each stage of construction. A final Construction Schedule shall be established and provided to Marana within 30 days after District's award of the first construction contract for the Project.
 - b. *Grading.* The placement of the sediment on the Preserve, as depicted in Exhibit C will occur first. Once the material has been placed and stabilized, Marana will become responsible for maintenance and relocation, if desired.
 - c. *Signage.* District shall have the right to install signage at the construction site in a location of its choosing, provided that the sign does not interfere with the construction, announcing that the Project is a District project, and listing the names of the members of the Board of Directors.
 - d. *Hazardous Substances.* All hazardous substances found on Marana property are the responsibility of Marana. Marana shall remove and remediate any hazardous substances discovered on Marana property as soon as possible to minimize any delay of the Project.
5. **Utility Relocations.** District shall be responsible for coordinating all utility relocations for the Project. Marana shall assist in all coordination with the utility companies and will pay for any relocation costs not covered by the utility companies.
6. **Real Property Exchange and Easements.**
 - a. Marana shall, upon execution of this Agreement, grant any temporary construction easement identified in the Project Plans as necessary to construct the Project.
 - b. Marana and the District shall, upon execution of this Agreement, execute a Land Exchange Agreement in the form of **Exhibit D**. The Land Exchange agreement provides the following:
 - i. District will convey to Marana, in fee title, the property described and depicted in **Exhibit E**.
 - ii. District will convey to Marana the drainage easement described and depicted in **Exhibit F**, using the form provided in **Exhibit F**.
 - iii. Marana will convey to District, in fee title, the two properties described and depicted in **Exhibit G**.

- c. Each Party shall provide the other with any records or documents in its possession that will assist the other Party in acquiring any property interests necessary for the Project.
7. **Right of Entry.** Marana's execution of this Agreement grants District the right to enter upon property owned by Marana, including the project area depicted on **Exhibits B and C**, as reasonably necessary for the purpose of grading, preparing to construct, and constructing the Project.
8. **Project Permits.** District shall obtain the Army Corps of Engineering Section 404 permit. Marana shall provide to District, at no cost to District, any Marana clearances or permits necessary for District to construct and maintain the Project.
9. **Public Participation.** Marana shall coordinate all publicity or public participation activities for the Project, which will include at least one public meeting before the start of construction.
10. **Project Manager and Representatives.** District shall furnish a Project Manager for the Project and Marana shall designate a representative (the "Marana Liaison") to be a liaison with the Project Manager during construction of the Project.
11. **Disputes.** If the Project Manager and Marana Liaison disagree on any aspect of the Project, the District's Chief Engineer and Marana's Town Engineer, or their designees, shall meet within ten calendar days to attempt to reach a mutually agreeable resolution, unless another time frame is agreed upon in advance. If the dispute remains unsettled after that meeting, or if that meeting does not occur within the time frame specified above or otherwise agreed upon, the Pima County Administrator and Marana's Town Manager shall meet within ten calendar days to attempt to reach a mutually agreeable resolution, unless another time frame is agreed upon in advance. If the dispute remains unresolved after that meeting, or if that meeting fails to occur within the time frame specified above or otherwise agreed upon, District shall, in its sole discretion, determine how to proceed. Nothing in this paragraph waives or limits Marana's legal rights or remedies regarding this Agreement.
12. **Financing of the Project.** District shall be responsible for all Project costs except for those costs specifically allocated to Marana by this Agreement or Project enhancements or changes requested by Marana whose costs are accepted in writing by Marana. District or its contractor may take earthwork needed for the Project as shown on grading sheets and Project Plans without cost to the District.
13. **Financing of Sluice Gate.** District will fund and construct a sluice gate in conjunction with the Project to reduce ponding behind the bank protection. Sluice gate will be enclosed in a structure.
14. **Regulation of the Project during Construction.** District shall have responsibility for and control over the Project during construction.

- 15. Inspection.** Marana may inspect any portion of the Project construction located within the Marana town limits for substantial compliance with drawings and specifications. District shall allow official Marana representatives reasonable access to the Project site during construction. The Project Manager, the Marana Liaison, and Marana inspectors will cooperate and consult with each other during Project construction.
- 16. Ownership and Maintenance of Improvements; Right of Entry for Maintenance.** Ownership of and title to all bank protection improvements constructed as part of the Project shall automatically vest in District upon completion of the Project, and thereafter District shall be solely responsible for maintaining and operating those improvements. Ownership of and title to the sluice gate shall automatically vest in the District upon completion of the Project, and thereafter Marana shall be solely responsible for maintaining and operating the sluice gate. Execution of this Agreement grants Marana the right to enter upon property owned by District as reasonably necessary for the purpose of maintaining the sluice gate constructed in conjunction with this Project.
- 17. Recording.** After execution, District shall record this Agreement in the Office of the Pima County Recorder.
- 18. Term and Termination.**
- a. *Term.* This Agreement shall be effective on the date of the last signature of a Party. The provisions of this Agreement that pertain to design and construction shall expire on final completion and acceptance of the Project by District. The remaining provisions of this Agreement shall remain in effect until January 1, 2038, and shall automatically renew for successive five year periods, unless and until the Parties mutually agree in writing to terminate this Agreement.
 - b. *Termination.* This Agreement may be earlier terminated under the following circumstances:
 - i. For Cause. A Party may terminate this Agreement for material breach of this Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have 45 days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination shall not relieve either Party from liabilities or costs already incurred under this Agreement.
 - ii. Conflict of Interest. This Agreement can be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.
 - iii. Failure to Appropriate Sufficient Funds. This Agreement shall automatically terminate if, for any reason, District fails to appropriate sufficient funds to design or construct the Project.

c. *Effect of termination.*

- i. Extinguishment of Easements Granted to District. Upon termination of this Agreement for any reason, District will, at its sole cost, extinguish the easements granted to District by Marana under this Agreement.
- ii. Ownership and Maintenance of Improvements. Upon termination of this Agreement for any reason, ownership of all Project improvements located on property owned by Marana shall automatically vest in Marana, and Marana shall be solely responsible for maintaining those improvements.

19. Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold the other Party, its governing board or bodies, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying Party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.

- a. *Preexisting conditions.* To the fullest extent permitted by law, each Party shall indemnify, defend and hold the other Party, its board, officers, departments, employees, and agents, harmless from and against any claims and damages, as fully set out above, resulting from or arising out of the existence of any substance, material, or waste, regulated pursuant to federal, state, or local environmental laws, regulations, or ordinances, that is present on, in, or below, or originated from, property owned or controlled by the Party that is the subject of the real property land exchanges as depicted and described in Exhibits E and G.
- b. *Notice.* Each Party shall notify the other Party in writing within 30 days of the receipt of any claim, demand, suit or judgment against the receiving Party for which the receiving Party intends to invoke the provisions of this Section. Each Party shall keep the other Party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Section.
- c. *Negligence of indemnified Party.* The obligations under this Article shall not extend to the negligence of the indemnified Party, its agents or employees.
- d. *Survival of termination.* This Article shall survive the termination, cancellation, expiration or revocation, whether in whole or in part, of this Agreement.

20. Insurance. When requested, a Party shall provide the other Party with proof of its workers' compensation, automobile, accident, property damage, and liability coverage or program of self- insurance.

21. Books and Records. District shall keep and maintain proper and complete books, records and accounts of the Project, which will be maintained in accordance with District's records retention policy and made available for inspection by Marana upon reasonable notice.

22. Construction of Agreement.

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

23. Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of Marana or District.

24. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between a Party and the other Party's employees, except as expressly provided for in Section 25 (Workers Compensation). No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

25. Workers Compensation. An employee of a Party shall be deemed to be an employee of both Parties while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers Compensation laws. The primary employer shall be solely liable for any workers compensation benefits that may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

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

- 26. No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of either Party to this Agreement, by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 27. Compliance with Laws.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.
- a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 75-5, as amended by Executive Orders 99-4 and 2009-9, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement as if set forth in full herein.
- b. *Americans with Disabilities Act.* This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 28. Waiver.** Waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 29. Force Majeure.** A Party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the Party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Party affected, order of any government officer or court (excluding orders promulgated by the Party affected), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. A Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

30. Notification. All notices or demands upon either Party shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

MARANA: TOWN OF MARANA
Attn: Keith Brann, Town Engineer
11555 W. Civic Center Drive
Marana, Arizona 85653

DISTRICT: PIMA COUNTY FLOOD CONTROL DISTRICT
Attn: Chief Engineer
201 N Stone Ave, 9th Floor
Tucson, AZ 85701

Notices shall be deemed delivered and received on the date of delivery, if delivered in person, or on the third business day after mailing, if delivered by any form of mail. A Party may, by written notice to the other Party, designate another address or person for receipt of notices under this Agreement.

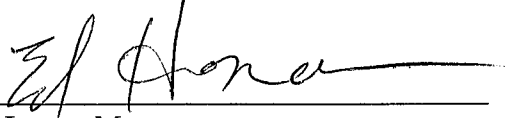
31. Remedies. Either Party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

IN WITNESS WHEREOF, District has caused this Agreement to be executed by the Chair of its Board of Directors, upon resolution and attested to by the Clerk of the Board; and Marana has caused this Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

PIMA COUNTY FLOOD CONTROL DISTRICT

TOWN OF MARANA

Richard Elias, Chairman, Board of Directors




Ed Honea, Mayor

Date: _____

Date: 12/18/2019

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:



Suzanne Shields, P.E., Director and Chief Engineer

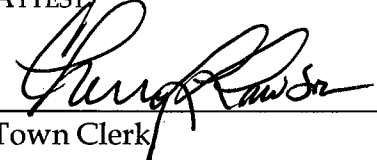


Keith Brann, P.E., CFM, Town Engineer

ATTEST:

ATTEST:

Julie Castañeda, Clerk of the Board



Town Clerk

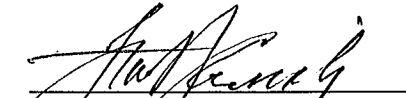
Intergovernmental Agreement Determination

The foregoing intergovernmental agreement between the PIMA COUNTY FLOOD CONTROL DISTRICT and the TOWN OF MARANA has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party to this Agreement represented by the undersigned.

PIMA COUNTY FLOOD CONTROL DISTRICT: TOWN OF MARANA:


Deputy County Attorney

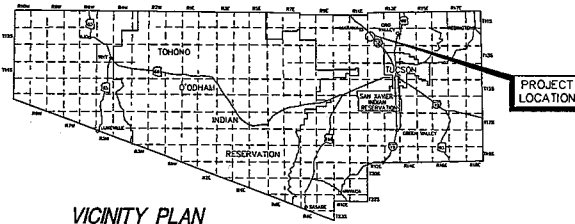
Date: 1/2/20
KELL OLSON


Town Attorney

Date: 12.17.2019

EXHIBIT A
Project Area Map

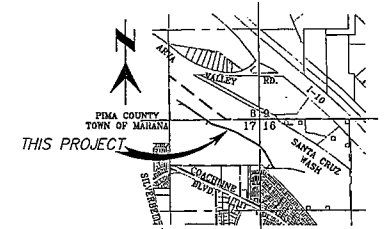
EXHIBIT B
95% Bank Protection Plans



VICINITY PLAN

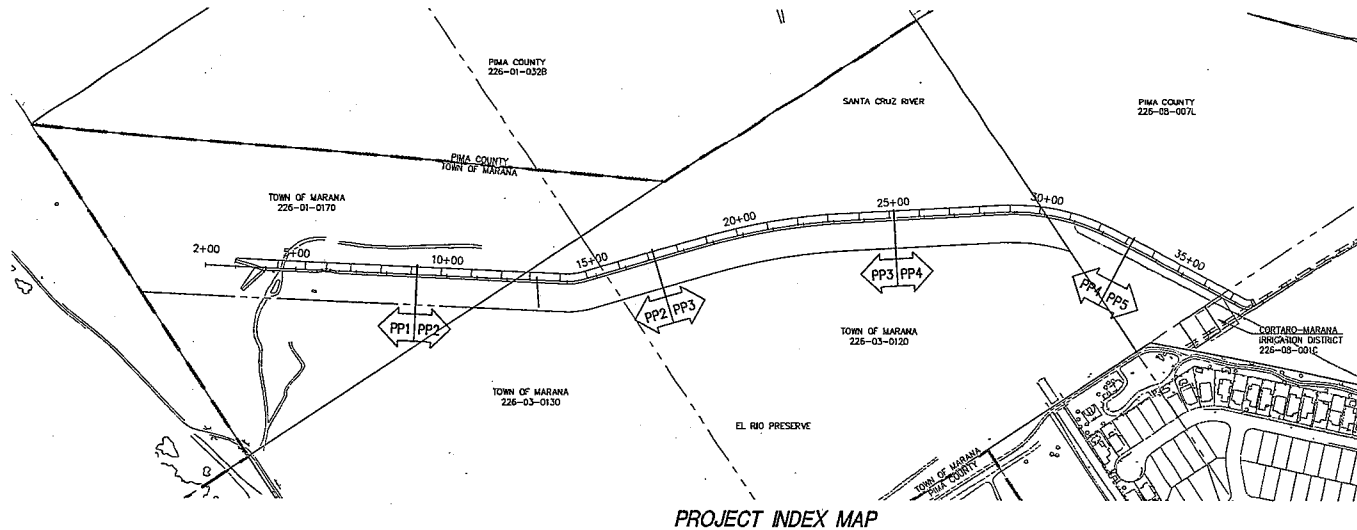
EL RIO PRESERVE BANK PROTECTION PCRFGD PROJECT No. 5LKMNA 95% PLANS

GENERAL DESCRIPTION OF PROJECT
THIS PROJECT WILL INCLUDE GRADING AND CONSTRUCTION
OF ±3,460 L.F. OF SOIL CEMENT BANK PROTECTION



LOCATION MAP
Portion of Sections 8, 16 & 17
T-12-S, R-12-E, G & S R M
City of Marana, Pima County, Arizona
Scale: 3"=1 Mile

SCALE: 1"=200'



PROJECT INDEX MAP

SHEET INDEX

SHEET NO.	PAGE NO.	SHEET DESCRIPTION
CS1	1	COVER SHEET
GN1-GN2	2-3	GENERAL NOTES
NR1-NR2	4-5	NEW RIGHT-OF-WAY SHEET
TS1	6	TYPICAL SECTIONS
CD1-CD3	7-9	CIVIL DETAILS
PP1-PP5	10-14	PLAN AND PROFILE SHEET
GR1-GR2	15-16	GRADING PLANS
SW1-SW4	17-21	STORMWATER POLLUTION PREVENTION PLANS
XS1-XS3	1-3	CROSS-SECTIONS (N.I.C.)



PSOMAS
333 E. Wetmore Road, Suite 400
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com



PIMA COUNTY BOARD OF DIRECTORS

RICHARD ELIAS	CHAIR	DISTRICT 5
ALLY MILLER	MEMBER	DISTRICT 1
RAMON VALADEZ	MEMBER	DISTRICT 2
SHARON BRONSON	MEMBER	DISTRICT 3
STEVE CHRISTY	MEMBER	DISTRICT 4

THIS PROJECT IS LOCATED IN SUPERVISOR DISTRICT 3

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT			
201 N. STONE AVE., 9th FLOOR TUCSON, ARIZONA 85701			
SUZANNE SHIELDS, P.E., DIRECTOR			
NO.	REVIEWED BY	ENGINEER	DATE
NO.	AS BUILT	ENGINEER	DATE
95% SUBMITTAL NO. FOR CONSTRUCTION			APPROVED _____ 20__
			DIRECTOR
SCALES:	HORIZ: AS SHOWN	SHEET CS1 OF CS1	PAGE 1 OF 21
	VERT: N/A		

\\1907cibson01\cncp\subjects\phase 1 plans\cover steel and notes\w11-2.dwg C:\LT Lost Saved: Fri, 08 Nov 2019 09:45:15 PM

1. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS AND DRAWINGS, 2015 EDITION, EXCEPT AS MODIFIED BY THE CONTRACT.
2. UTILITY LOCATIONS SHOWN ON PLANS WERE COMPILED BASED ON RECORD DRAWINGS FROM THE TUCSON WATER DEPARTMENT AND THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT. ADDITIONAL SYSTEM MAPS WERE USED FOR THE LOCATION OF DRY UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES WITH THE APPROPRIATE ORGANIZATIONS. CONTACT "BLUE STAKE" AT 1-800-STAKE-IT TWO FULL WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY PIMA COUNTY IN WRITING OF ANY UTILITY LOCATIONS DISCOVERED DIFFERING FROM THE PLAN INFORMATION IN A TIMELY MANNER.
3. RIGHT OF WAY ENCROACHMENTS SHALL BE REMOVED ONLY BY THE ORDER OF PIMA COUNTY, UNLESS OTHERWISE NOTED.
4. REMOVAL OF ALL CACTI AND NATIVE PLANTS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE "ARIZONA NATIVE PLANT LAW", A.R.S., CHAPTER 7. (ARS SECTION 3-901, ET. SEQ.) AND THE PIMA COUNTY NATIVE PLANT PRESERVATION ORDINANCE.
5. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, IN PARTICULAR SHORING OF TRENCHES.
6. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY ALL GOVERNMENT AGENCIES SINCE THIS PROJECT IS IN CITY OF TUCSON. THE CONTRACTOR WILL BE REQUIRED TO OBTAIN A GRADING PERMIT, FLOODPLAIN USE PERMIT AND TRAFFIC CONTROL PERMIT FROM THE CITY PRIOR TO CONSTRUCTION. FOR WORK BEYOND THE SCOPE OF THESE PROJECT LIMITS, PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL OBTAIN A SEPARATE FLOODPLAIN AND/OR GRADING PERMIT PRIOR TO COMMENCING SUCH WORK.
7. SOILS INFORMATION WILL BE MADE AVAILABLE TO PROSPECTIVE BIDDERS. SOILS INFORMATION SO PROVIDED SHALL BE FOR INFORMATION PURPOSES ONLY AND IS NOT TO BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS. THIS INFORMATION WAS DEVELOPED AS ACCURATELY AS POSSIBLE BY USING STANDARD METHODS. PIMA COUNTY ACCEPTS NO RESPONSIBILITY FOR ANY CONDITIONS ENCOUNTERED WHICH VARY FROM INFORMATION PROVIDED.
8. CONTOUR LINES ON THE GRADING PLAN ARE TO BE USED FOR ROUGH GRADING. SPECIFIC SPOT ELEVATIONS ARE TO BE USED FOR FINAL GRADING AND CONSTRUCTION.
9. THE CONTRACTOR SHALL PRESERVE ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES UNTIL AUTHORIZED TO REMOVE THEM. THE OWNER OR HIS REPRESENTATIVE, AT AN EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE CHARGED TO THE CONTRACTOR.
10. EXISTING VEGETATION BEYOND THE LIMITS OF GRADING WILL BE PRESERVED IN PLACE. PRIOR TO GRADING, THE CONTRACTOR SHALL STAKE THE GRADING LIMITS AND CONDUCT A FIELD VISIT WITH THE ENGINEER AT WHICH TIME EXISTING VEGETATION THAT IS TO BE PRESERVED IN PLACE SHALL BE AGREED UPON AND CLEARLY MARKED. EXISTING VEGETATION OUTSIDE THE LIMITS OF GRADING THAT IS DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. DAMAGED VEGETATION SHALL BE REPLACED WITH THE SAME SPECIES AND AT THE SAME SIZE OR LARGER. ADDITIONALLY, VEGETATION WITHIN THE GRADING LIMITS WHICH CAN BE PROTECTED IN PLACE WITH REASONABLE EFFORT, IS NOT IN CONFLICT WITH PROPOSED IMPROVEMENTS, AND DOES NOT POSE A SIGNIFICANT OBSTACLE TO CONSTRUCTION ACTIVITIES SHALL BE IDENTIFIED PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES AND MARKED ACCORDINGLY.

HORIZONTAL CONTROL

THIS PROJECT UTILIZES THE ARIZONA COORDINATE SYSTEM, 1983 (ACS 83), NAD83 (HARN 92), INTERNATIONAL FEET, AND IS LOCATED IN THE CENTRAL ZONE. THE CONTROL NETWORK WAS SURVEYED IN MAY, 2018 USING TRIMBLE GPS UNITS UTILIZING RTK METHODS AND INCORPORATED THE FOLLOWING CONTROL POINTS: -

STATION (REFERENCE)

J09 (PIMA CTY. OPUS CTRL.) * PRIMARY CONTROL POINT
G05 (PIMA CTY. OPUS CTRL.)
NN 121 CZ2524 (NGS)
H 140 CZ0522 (NGS)

SURFACE COORDINATES AND/OR DISTANCES WERE COMPUTED FROM THE ACS 83 COORDINATES BY APPLYING A PROJECT SPECIFIC GRID TO A SURFACE COMBINED ELEVATION AND SCALE FACTOR (CF) AT A CENTRAL POINT (NCP/EGP); COORDINATES WERE NOT TRUNCATED:

$$NP_{LOC} = (NP_{ACS83} - NCP_{ACS83}) * CF + NCP_{ACS83}$$
$$EP_{LOC} = (EP_{ACS83} - ECP_{ACS83}) * CF + ECP_{ACS83}$$

WHERE: NP LOC = LOCAL NORTH NP ACS83 = ACS 83 NDRTH
NCP ACS83 = ACS 83 AT CENTRAL POINT
EP LOC = LOCAL EAST EP ACS83 = ACS 83 EAST
ECP ACS83 = ACS 83 AT CENTRAL POINT

COMBINED FACTOR (CF) = 1.0001278096

N 508803.790 (ACS83) E 942315.108 (ACS83) *CENTRAL POINT

VERTICAL CONTROL

The vertical datum for this project is the North American Vertical Datum, 1988 (NAVD88). The bench marks used for this project were:

Station	Reference	Elevation	
H 140	CZ0522 (NGS)	2089.95	
B 424	CZ1431 (NGS)	2073.34	* Project Benchmark

Note: Orthometric heights (elevations) were derived from GPS ellipsoid height measurements and the application of a high-resolution hybrid geoid model, Geoid 12A.

SUZANNE SHIELDS, P.E., DIRECTOR

	DATE
DESIGNED:	CR 11/2019
DRAWN:	CR/KL/EA 11/2019
CHECKED:	KL 11/2019
PROJ. ENG.:	CR 11/2019

[illegible]

95% SUBMITTAL
NOT FOR
CONSTRUCTION

PIMA COUNTY W.O. 5LKMN'A

PRIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

GENERAL NOTES
FOR
EL RIO PRESERVE
BANK PROTECTION

PSOMAS

333 E. Wilshire Blvd. Suite 450
Beverly Hills, CA 90210
(310) 277-2300 (570) 287-1790 (FAX)



SCALES:	HORIZ.	N/A
	VERT.	N/A

SHEET GN1 OF GN2

2 PAGE 2 OF 21

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* ALL QUANTITIES IN CUBIC YARDS IN PLACE

NOTE: THE QUANTITIES ABOVE ARE APPROXIMATE AND MAY VARY SIGNIFICANTLY DEPENDING ON FIELD CONDITIONS AND THE PRECISE NATURE OF THE MATERIAL ENCOUNTERED DURING CONSTRUCTION. GEOTECHNICAL ANALYSIS WAS COMPLETED ON MATERIALS WITHIN THE PROJECT LIMITS. HOWEVER, THE RESULTS OF THE ANALYSIS AS WELL AS FIELD OBSERVATIONS INDICATE CONDITIONS VARY WIDELY OVER THE PROJECT EXTENTS.

*ALL QUANTITIES IN CUBIC YARDS IN PLACE

NOTE: THE QUANTITIES ABOVE ARE APPROXIMATE AND MAY VARY SIGNIFICANTLY DEPENDING ON FIELD CONDITIONS AND THE PRECISE NATURE OF THE MATERIAL ENCOUNTERED DURING CONSTRUCTION. GEOTECHNICAL ANALYSIS WAS COMPLETED ON MATERIALS WITHIN THE PROJECT LIMITS. HOWEVER, THE RESULTS OF THE ANALYSIS AS WELL AS FIELD OBSERVATIONS INDICATE CONDITIONS VARY WIDELY OVER THE PROJECT EXTENTS.

NEW	EXISTING	FEATURE
— 8" S —	— 8" S —	SANITARY SEWER
— ONE —	— ONE —	OVERHEAD ELECTRIC LINE
— BSC —	— BSC —	UNDERGROUND ELECTRIC LINE (BLUESTAKE)
— W — O —	— W — O —	WATER MAIN & VALVE
— BSC —	— BSC —	GAS MAIN (BLUESTAKE)
— IVG —	— IVG —	IRRIGATION CONTROL VALVE
ECB □	ECB □	ELECTRICAL BDX
EM □	EM □	ELECTRIC METER
— NO —	— NO —	TRAFFIC SIGNAL
— O — X —	— O — X —	SIGNAL LIGHT
— O —	— O —	LIGHT POLE
— O —	— O —	WATER METER BOX
• 100	• 100	HORIZ./VERT. CONTROL POINT
←	←	FLOW ARROW
24.1 1002	24.1 1002	SECTION CORNERS
FG	FG	FINISHED GRADE
— 2965 —	— 2965 —	CONTOUR LINE
— X —	— X —	Barricade Railing
— O —	— O —	Post & Cable
— O —	— O —	Direction of Slope
— O —	— O —	Utility Pole
— O —	— O —	Sign
— O —	— O —	Survey Monument
★	★	Benchmark
— O —	— O —	Section Line & Corner
— C —	— C —	Cut Limits
— F —	— F —	Fill Limits
		Preservation Fencing
— · — · — · —	— · — · — · —	100 Year WSE
— R —	— R —	Property Line
— — — — —	— — — — —	Survey Control Line
— · — · — · —	— · — · — · —	Existing Ground Profile
— — — — —	— — — — —	Finished Flowline
— · — · — · —	— · — · — · —	Temp. Construction Esmt. (TCE)
— — — — —	— — — — —	R/W Line
XX.XX	XX.XX	Finished Grade Elevation



SCALES:	HORIZ. N/A	SHEET GN2 OF GN2	PAGE 3 OF 21
	VERT. N/A		

SUZANNE SHIELDS, P.E., DIRECTOR

		DATE
DESIGNED:	CR	11/2019
DRAWN:	CR/KL/EA	11/2019
CHECKED:	KL	11/2019
PROJ. ENG.:	CR	11/2019

[illegible]

95% SUBMITTAL
NOT FOR
CONSTRUCTION

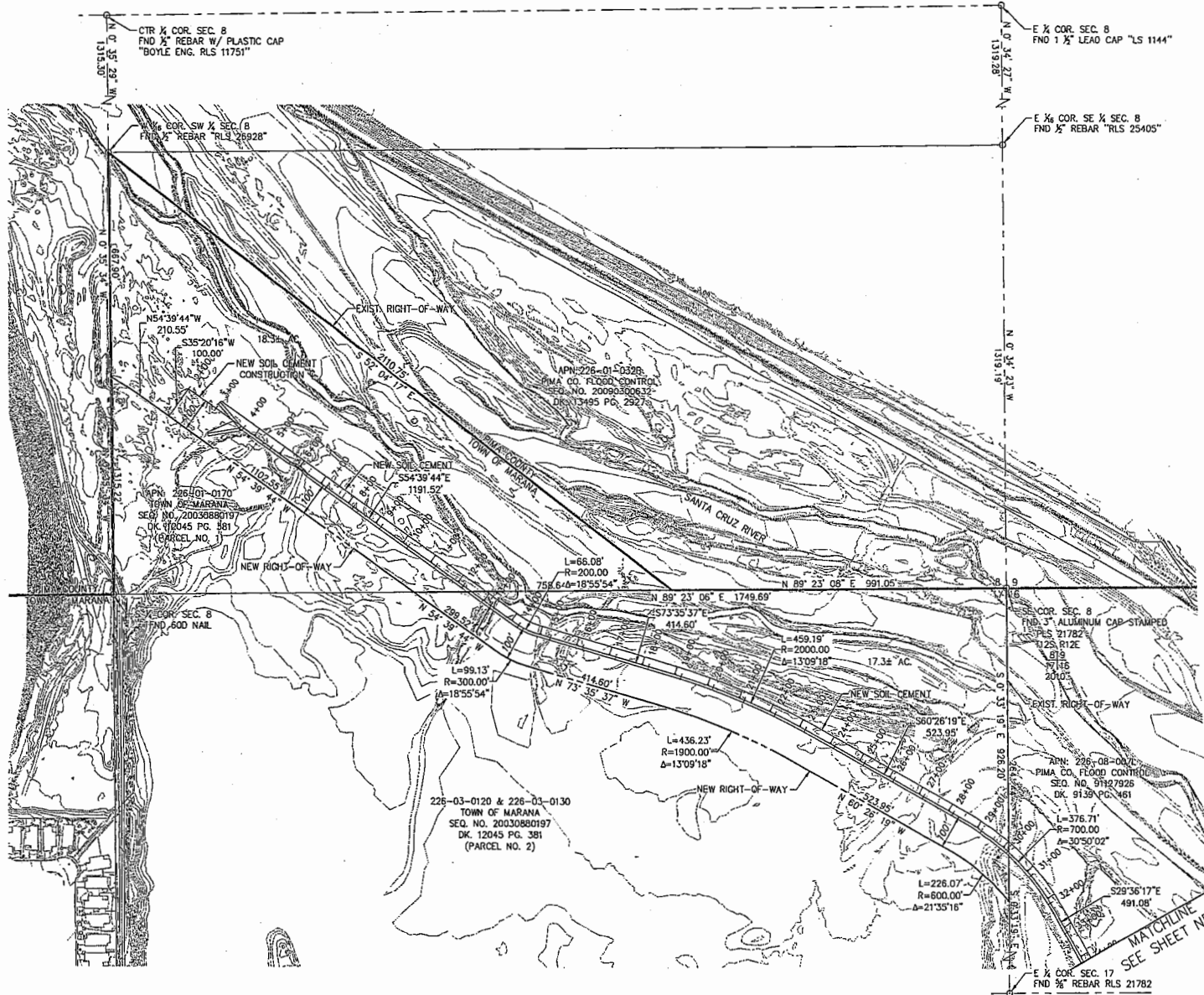
PIMA COUNTY W.O. 5LKMNA

PSOMAS
213 E. McIntire Road, Suite 450
Napa, AL 35756
(505) 297-2000 (505) 297-1265 (FAX)

GENERAL NOTES
for
EL RIO PRESERVE
BANK PROTECTION

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

2 PAGE 3 OF 21



Consult Arizona 911 at least two (2) working days before you begin construction.
ARIZONA 911
 Call 911 or 800 ARIZONA 911

SCALES: HORIZ. 1"=150'
 VERT. N/A
 SHEET NR1 OF NR2
 PAGE 4 OF 21

SUZANNE SHIELDS, P.E., DIRECTOR	
DESIGNED	DATE
CHECKED	DATE
APPROVED	DATE
PROJECT	DATE
90% SUBMITTAL NO. FOR CONSTRUCTION	
PSOMAS P.O. Box 1000 Tucson, AZ 85701-1000 (520) 795-2500 FAX (520) 795-1000	
PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT NEW RIGHT-OF-WAY SHEET EL RIO PRESERVE BANK PROTECTION	

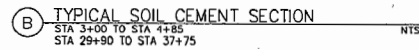
PIMA COUNTY W.D. SJAKVA

Call 811 or click Arizona811.com
 Call 811 or click Arizona811.com

SCALES:	HORIZ. 1"=150'	SHEET NR2 OF NR2	PAGE 5 OF 21
	VERT. N/A		

[illegible]

PIMA COUNTY W.O. 5LKMNA



- NOTE: DUE TO VARYING CONDITIONS, TYPICAL SECTION STATIONING AND DIMENSIONING ARE APPROXIMATE AND ALL CONDITIONS ARE NOT REPRESENTED. SEE PLAN AND PROFILE, AND DETAIL SHEETS FOR SPECIFIC DESIGN INFORMATION.

DESIGNED:	CR	DATE
DRAWN:	CR /AL/EA	11/2019
CHECKED:	KL	11/2019
PROJ. ENG:	CR	11/2019

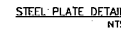
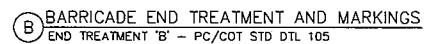
NO.	REVISION DESCRIPTION	BY, ENGINEER	DATE

95% SUBMITTAL
NOT FOR
INSTRUCTION

P S O M A S
113 E. Milwaukee Road, Suite 450
Lombard, Illinois 60148
(312) 291-2550 (312) 292-1990 (fax)

TYPICAL SECTIONS
FOR
EL RIO PRESERVE
BANK PROTECTION





(D) TYPICAL ACCESS GATE AND EQUESTRIAN STEP-OVER

[illegible]

95% SUBMITTAL
NOT FOR
CONSTRUCTION

PIMA COUNTY W.O. 5LKMNA

P S O M A S
333 E. Wilmette Road, Suite 420
Tosca, Arizona 85705
(602) 777-2860 (505) 774-1212 (FAX)

CIVIL DETAILS
FOR
EL RIO PRESERVE
BANK PROTECTION

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

SUZANNE SHIELDS, P.E., DIRECTOR

Contact Arizona RV at least two full working days before you begin your vacation.

ARIZONA

Call 811 or visit ArizonaRV.com

SCALES:	HORIZ.	N/A
	VERT.	N/A

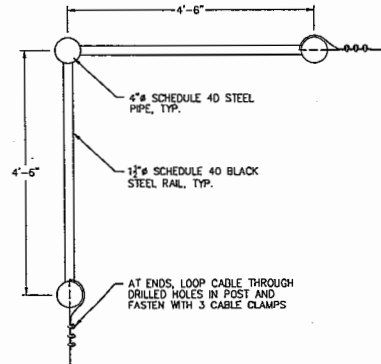
SHEET CD1 OF CD3

PAGE 7 OF 21

1. GRIND SMOOTH ALL WELDS. PAINT ALL POSTS AND RAILS WITH RUST INHIBITING PAINT AS SPECIFIED. COLOR TO BE AS SPECIFIED, NOTED, OR SELECTED BY OWNER.

[illegible]

END & CORNER PANEL - ELEVATION
NTS

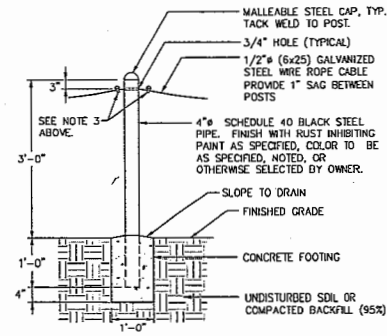


END & CORNER POST - PLAN VIEW
NTS

(A) POST AND CABLE BARRIER DETAILS

1. CABLE TO BE TERMINATED AT END/CORNER PANELS ONLY.
SPlicing OF CABLE BETWEEN END/CORNER PANELS IS PROHIBITED.

3. PLACE CABLE CLAMPS ON BOTH SIDES OF POST (8" FROM CENTER) EVERY FOURTH POST TO PREVENT REMOVAL OF CABLE. CUT CABLE EVERY 250', OVERLAP AND SPLICE WITH THREE CABLE CLAMPS.



LINE POST - ELEVATION
NTS

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Call 811 or visit Arizona811.com

SCALES:	HORIZ. N/A
	VERT. N/A

SHEET CD2 OF CD3

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

CIVIL DETAILS
FOR
EL RIO PRESERVE
BANK PROTECTION

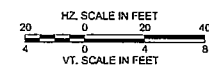
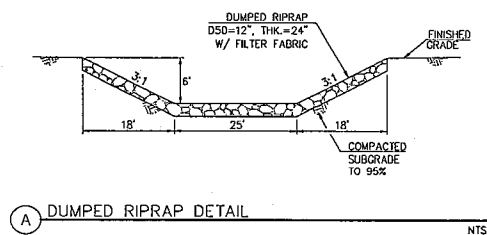
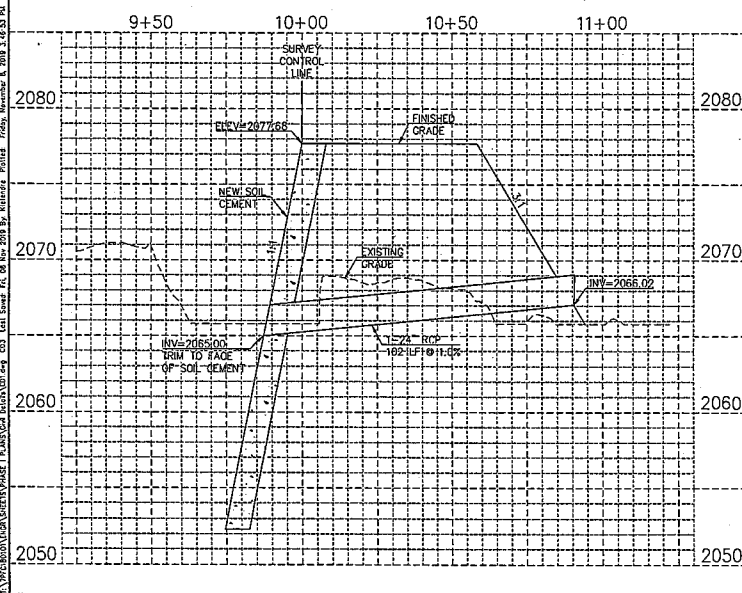
P S O M A S
333 E. Vermont Road, Suite 450
Tomball, Texas 77375
(505) 312-2550 (376) 212-1280 (JAX)

95% SUBMITTAL
NOT FOR
CONSTRUCTION

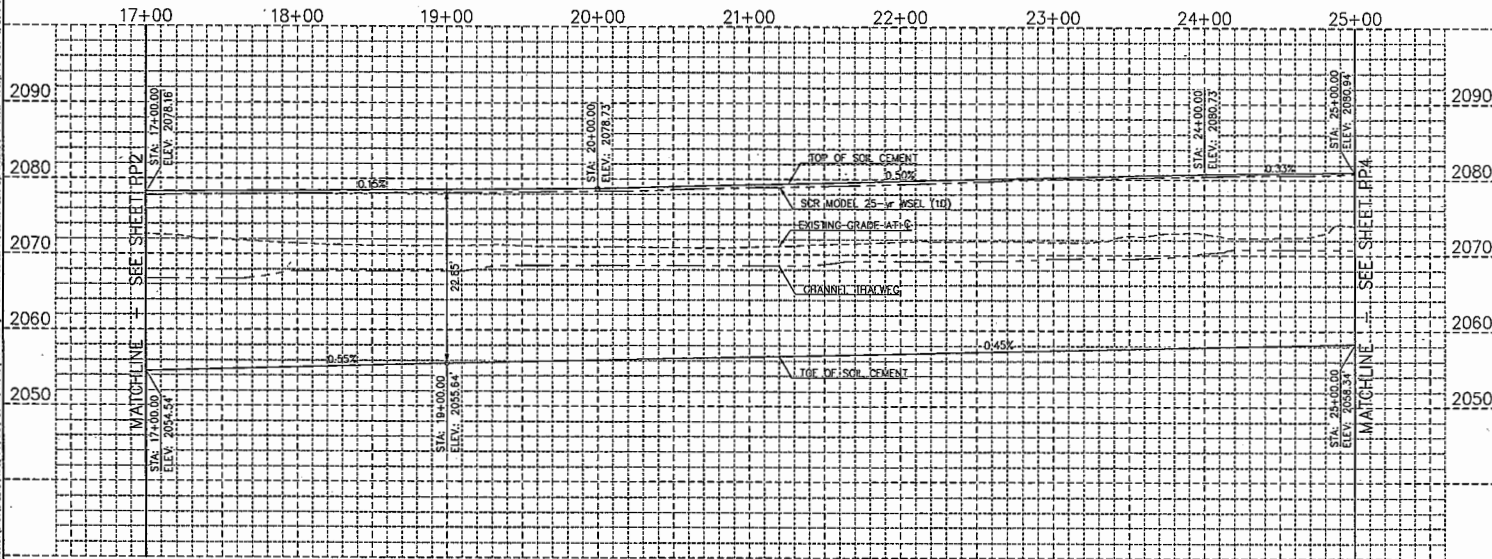
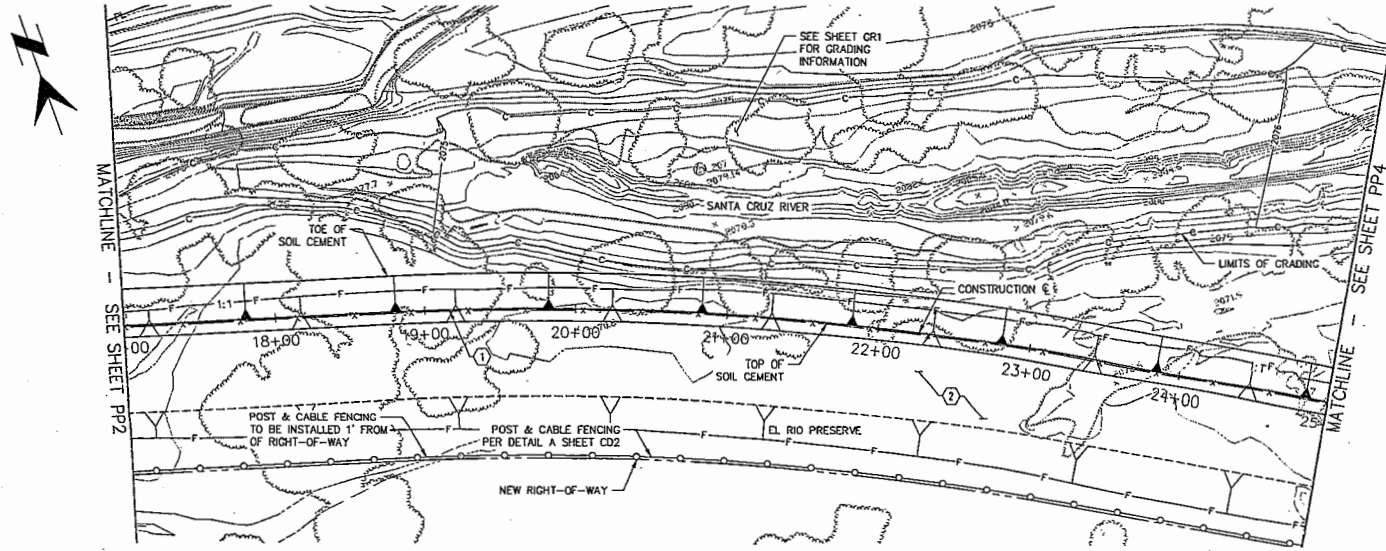
PIMA COUNTY W.O. 5LKMNA

SUZANNE SHIELDS, P.E., DIRECTOR

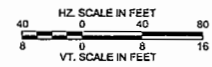
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- KEYNOTES:**
- NEW BARRICADE RAILING PER PC/COT STD. DTL. 105. SEE DETAIL SHEET CD1.
 - FILL MATERIAL TO BE PLACED PRIOR TO SOIL CEMENT CONSTRUCTION AS PART OF PROJECT XXXXX. 3:1 SLOPE TO BE CUT BACK TO ACCOMMODATE SOIL CEMENT.



SCALES: HORIZ. 1"=40' VERT. 1"=8' SHEET PP3 OF PP5 PAGE 12 OF 21

PSOMAS
Pima County Regional Flood Control District
FOR
EL RIO PRESERVE
BANK PROTECTION
STA 17+00 TO STA 25+00

DESIGNED: CS
DRAWN: CS/AL/EA
CHECKED: CS
DATE: 11/20/08

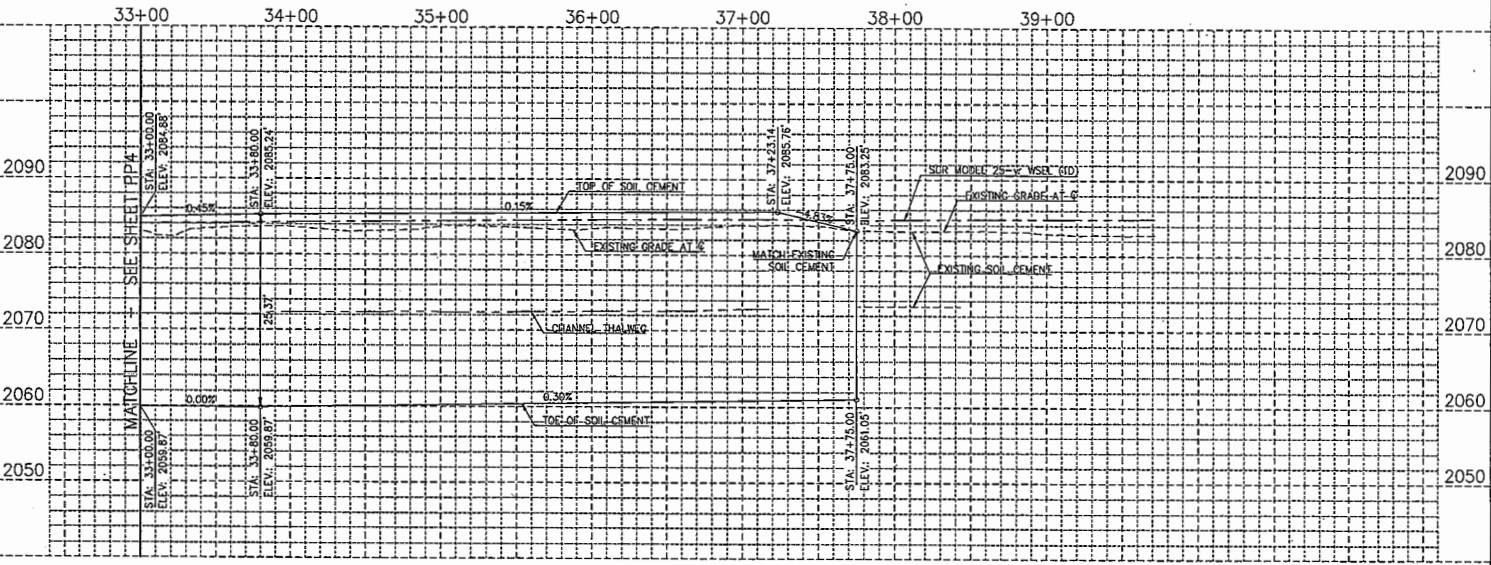
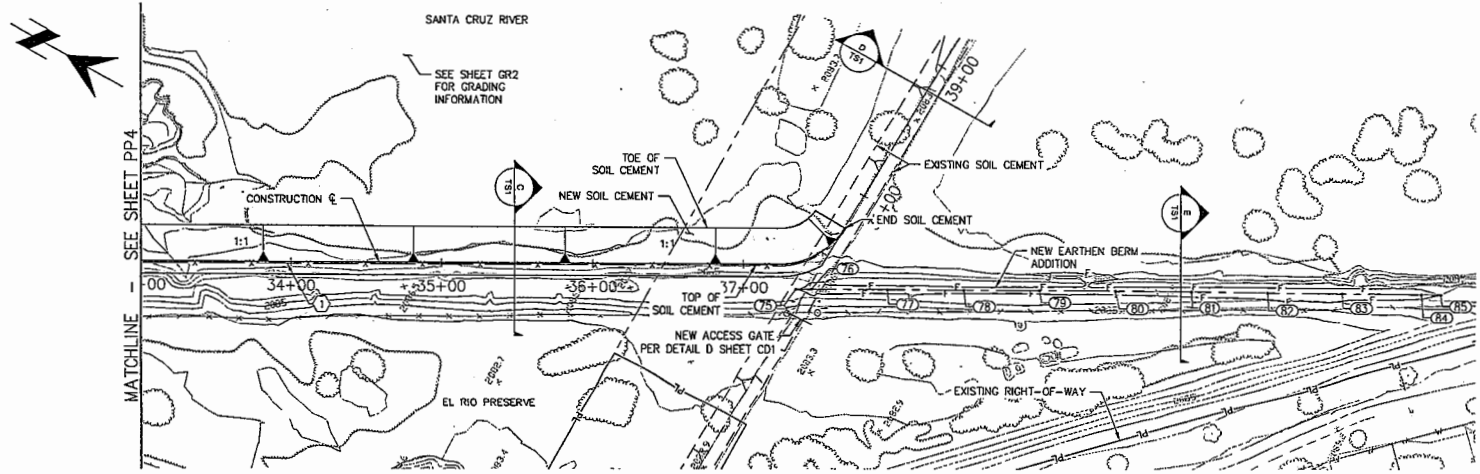
REVISION DESCRIPTION: DATE
NO. ENGINEER

95% SUBMITTAL NOT FOR CONSTRUCTION

SUZANNE SHIELDS, P.E., DIRECTOR

PIMA COUNTY W.D. SUMMA

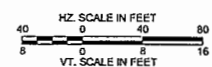
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KEYNOTES:

- 1 NEW BARRICADE RAILING PER PC/COT STD. DET. 105. SEE DETAIL SHEET CD1.

Point Table			
Point #	North	East	Elevation
75	507116.59	942699.62	2086.89
76	507107.93	942704.50	2087.63
77	507084.47	942729.12	2087.59
78	507020.88	942763.81	2087.55
79	506977.45	942778.41	2087.52
80	506933.90	942803.08	2087.48
81	506890.31	942827.55	2087.52
82	506846.57	942851.83	2087.65
83	506802.93	942876.06	2087.79
84	506756.34	942901.53	2087.93
85	506744.87	942908.30	2087.00



DESIGNED BY: **OR** 11/20/18
DRAWN BY: **CR/AL/EA** 11/20/18
CHECKED BY: **AL** 11/20/18
IN CHARGE: **CF** 11/20/18

NO. REVISION DESCRIPTION DATE
BY: ENGINEER
DATE

95% SUBMITTAL NOT FOR CONSTRUCTION

PSOMAS
P.O. Box 1000
Tucson, AZ 85702
Tel: 520-325-1000 Fax: 520-325-1001

PLAN AND PROFILE FOR
EL RIO PRESERVE
BANK PROTECTION
STA 33+00 TO STA 39+00

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

SUZANNE SHIELDS, P.E., DIRECTOR

PIMA COUNTY W.O. 51KMA

\\P:\PROJECTS\REGIONAL\EL RIO\EL RIO\Drawings\Grading\Grading.dwg Plot Date: 11/20/2018 10:40:13 AM



KEYNOTES: ○

- ① NEW BARRICADE RAILING PER PC/COT STD. DTL. 105
- ② FILL MATERIAL TO BE PLACED PRIOR TO SOIL CEMENT CONSTRUCTION AS PART OF SANTA CRUZ RIVER MAINTENANCE PROJECT. 3:1 SLOPE TO BE CUT BACK TO ACCOMMODATE SOIL CEMENT.

NOTE:
ALL DISTURBED AREAS AND SLOPES SHALL BE HYDROSEED.

Point Table		
Point #	Northing	Easting
1	508386.31	941132.81
2	508397.04	941205.97
3	508397.48	941268.64
4	508379.20	941349.06
5	508363.22	941391.97
6	508372.79	941402.61
7	508367.67	941437.03
8	508358.25	941446.89
9	508315.87	941599.53
10	508301.98	941629.38
11	508286.94	941696.40
12	508271.80	941755.63

Point Table		
Point #	Northing	Easting
13	508268.21	941785.65
14	508239.71	941862.12
15	508217.64	941937.82
16	508228.10	941964.42
17	508185.06	942053.27
18	508177.99	942081.28
19	508158.52	942083.63
20	508138.09	942137.75
21	508107.81	942203.33
22	508063.60	942131.94
23	508089.92	942039.45
24	508109.08	941938.47

Point Table		
Point #	Northing	Easting
25	508132.04	941860.90
26	508150.09	941781.82
27	508148.15	941732.13
28	508183.71	941640.09
29	508212.14	941567.04
30	508227.67	941511.34
31	508278.39	941421.34
32	508284.50	941392.35
33	508337.27	941323.26
34	508359.20	941265.36
35	508362.55	941198.40
36	508378.22	941132.57

SCALE IN FEET
0 40 80



SCALES: HORIZ. 1"=40' SHEET GR1 OF GR2 PAGE 15 OF 21
VERT. N/A

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

GRADING PLAN

FOR

EL RIO PRESERVE

BANK PROTECTION

CHANNEL GRADING

P S O M A S

Professional Seal
P.S.O.M.A.S.
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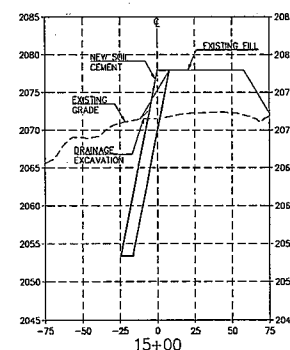
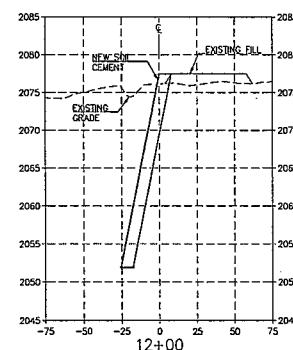
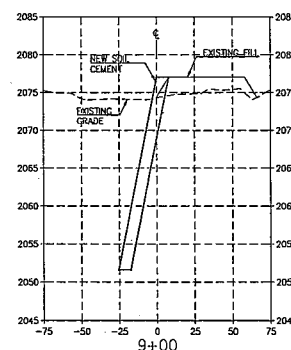
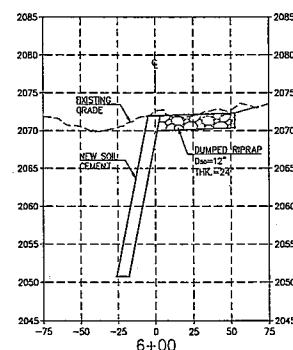
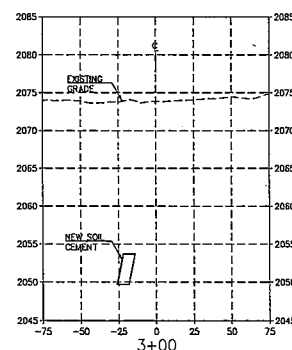
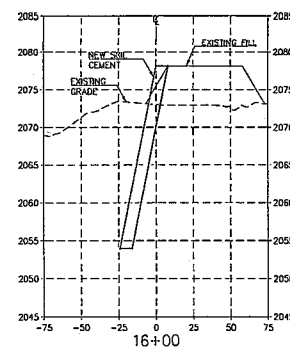
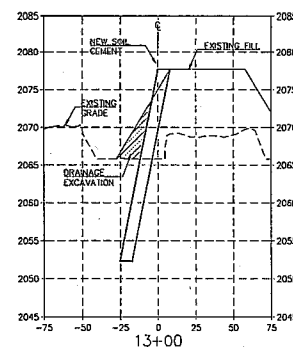
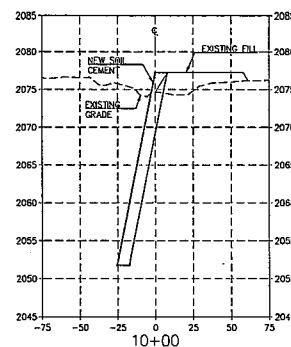
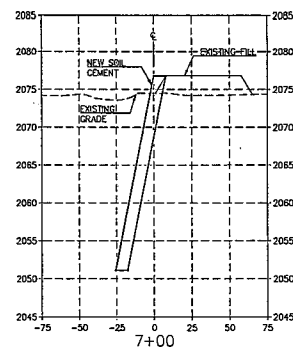
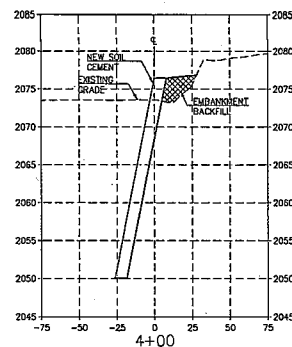
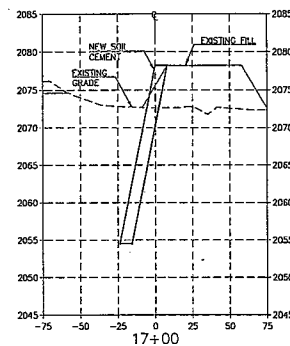
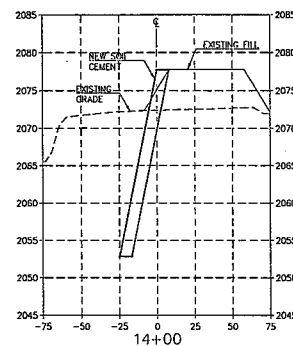
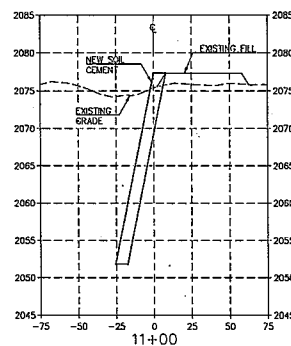
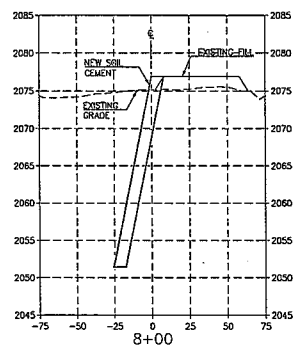
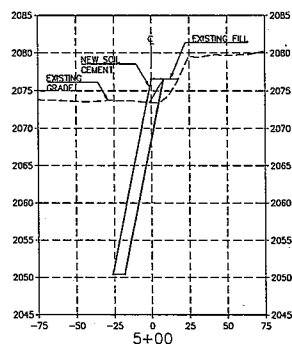
95% SUBMITTAL
NOT FOR
CONSTRUCTION

PIMA COUNTY W.O. SUKUNA

SUZANNE SHIELDS, P.E., DIRECTOR

DATE	11/20/2018
DESIGNED:	CS
DRAWN:	CS/ALE/EA
CHECKED:	CS
PROJ. ENG.:	CS

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE



NOTE:
EXISTING FILL WILL BE PLACED AS PART OF CHANNEL
MAINTENANCE UNDER A SEPARATE PROJECT.

SCALES:	HORIZ. 1"=40'
	VERT. 1"=8'

SHEET XS1 OF XS3

3 PAGE 1 OF 3

SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	CR	DATE	11/2019
DRAWN:	CR/KL/EA		11/2019
CHECKED:	KL		11/2019
PROJ. ENG:	CR		11/2019

[illegible]

95% SUBMITTAL
NOT FOR
INSTRUCTION

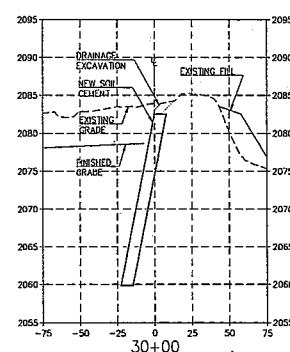
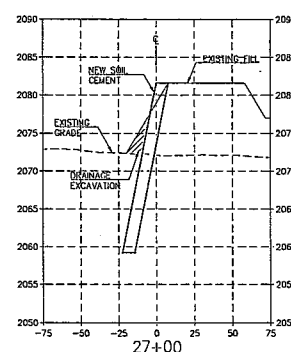
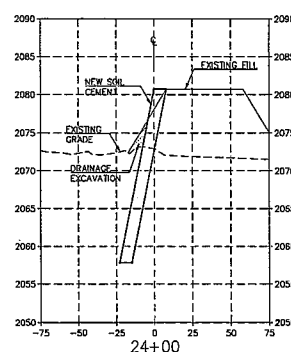
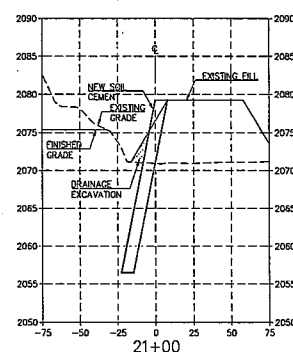
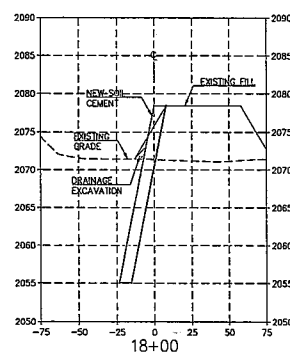
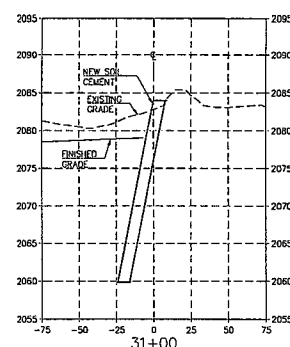
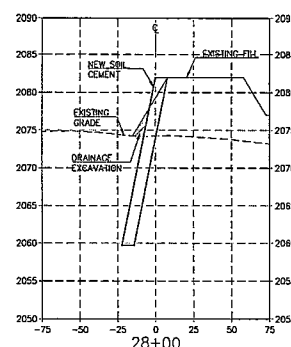
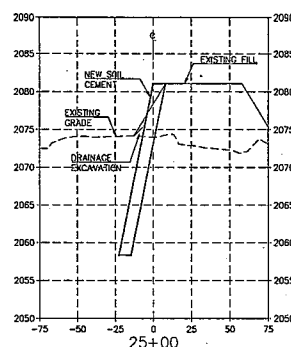
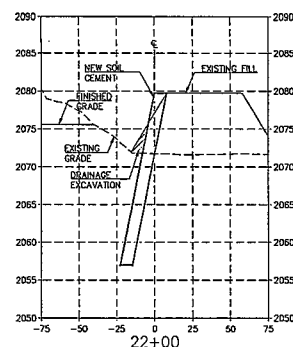
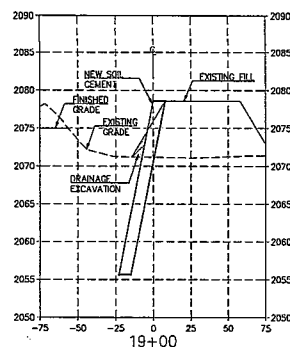
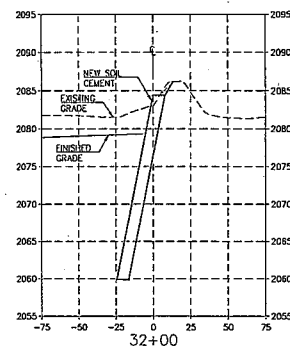
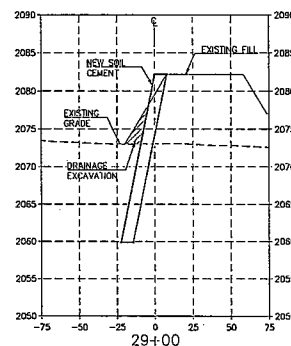
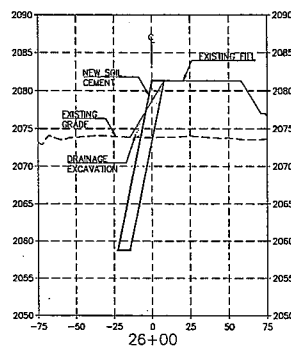
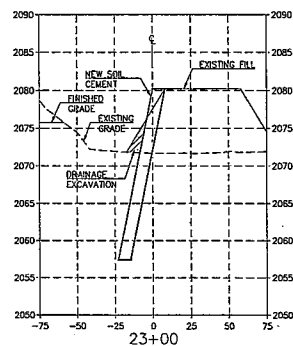
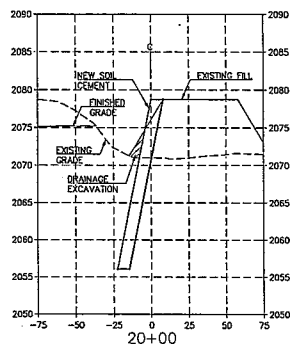
P S O M A S

CROSS SECTIONS
FOR
RIL RIO PRESERVE
BANK PROTECTION

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

PIMA COUNTY W.O. 5LKMNA





NOTE:
EXISTING FILL WILL BE PLACED AS PART OF CHANNEL
MAINTENANCE UNDER A SEPARATE PROJECT.

SCALES:	HORIZ. 1"=40'
	VERT. 1"=8'

SHEET XS2 OF XS3

3 PAGE 2 OF 3

SUZANNE SHIELDS, P.E., DIRECTOR

	DATE
DESIGNED:	CR 11/2019
DRAWN:	CR/KL/EA 11/2019
CHECKED:	KL 11/2019
PROJ. ENG.:	CR 11/2019

[illegible]

95% SUBMITTAL
NOT FOR
INSTRUCTION

PSOMAS

11 C. McIntyre Road, Suite 450
Houston, Arizona 85704
(570) 282-2300 (570) 282-1293 (Fax)

PIMA COUNTY W.O. 5LKUNA

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

CROSS SECTIONS
FOR
RIO PRESERVE
BANK PROTECTION



FINAL PLANS



TOTAL	
-------	--

- NOTES:
- 1) Operator will determine final location of Stabilized Construction Entrances according to site conditions. Entrances should be located where dirt road meets paved road to minimize/eliminate tracking.
- 2) Sedimentation or sediment traps are required if trackout past Stabilized Construction Entrances is visible.
- 3) Hydroseed to be used on disturbed areas and slopes. Refer to Landscape Plans for seed mixes.
- 4) Erosion/Sediment controls will be placed on all side slope boundaries in lieu of sediment basins.
- 5) Spoil/Sediment must be placed within the Containment Areas and be accessible. Should on alternate location be determined by Contractor, the new location shall be shown.
- 6) Disturbed areas where construction halts for a period greater than 14 days will require temporary stabilization measures.
- 7) Slopes and flow velocities have been checked and are appropriate for the BMP shown at each location.
- 8) There are no ditches or access roads to adjacent areas.
- 9) There are no ditches onsite and no ditches located offsite with the potential to receive stormwater runoff from the site.
- 10) There are no wetlands within the limits of the project or adjacent to the project.
- 11) Disturbance of wetlands or riparian areas, or other sensitive areas, within the project limits shall not be disturbed, the appropriate parties must be notified. Any project related activities or disturbance beyond the project limits will require historic preservation and cultural resources compliance to have been conducted before any disturbance can occur outside the project limits.
- 12) BMPs will be placed such that site slopes will be updated accordingly.
- 13) BMPs in Section 401 (Agricultural Waters) are tested and designed to divert low flow events from the project site as well as contain site flows. Large flows are expected to inundate the entire channel bottom and BMPs will need to be repaired/replaced when flood waters subside.
- 14) All SWPPP measures shall be installed so as to prevent all stormwater and construction water to be directed into or onto any sanitary sewer facilities within project limits. Additional measures include, but aren't limited to the use of rain choppers and manhole covers designed by PCRWMA.



SCALE: 1"=300'

SHEET SW1 OF SW5

CONTACT Arizona 811 all areas from Tuesday through Saturday before you begin your project.

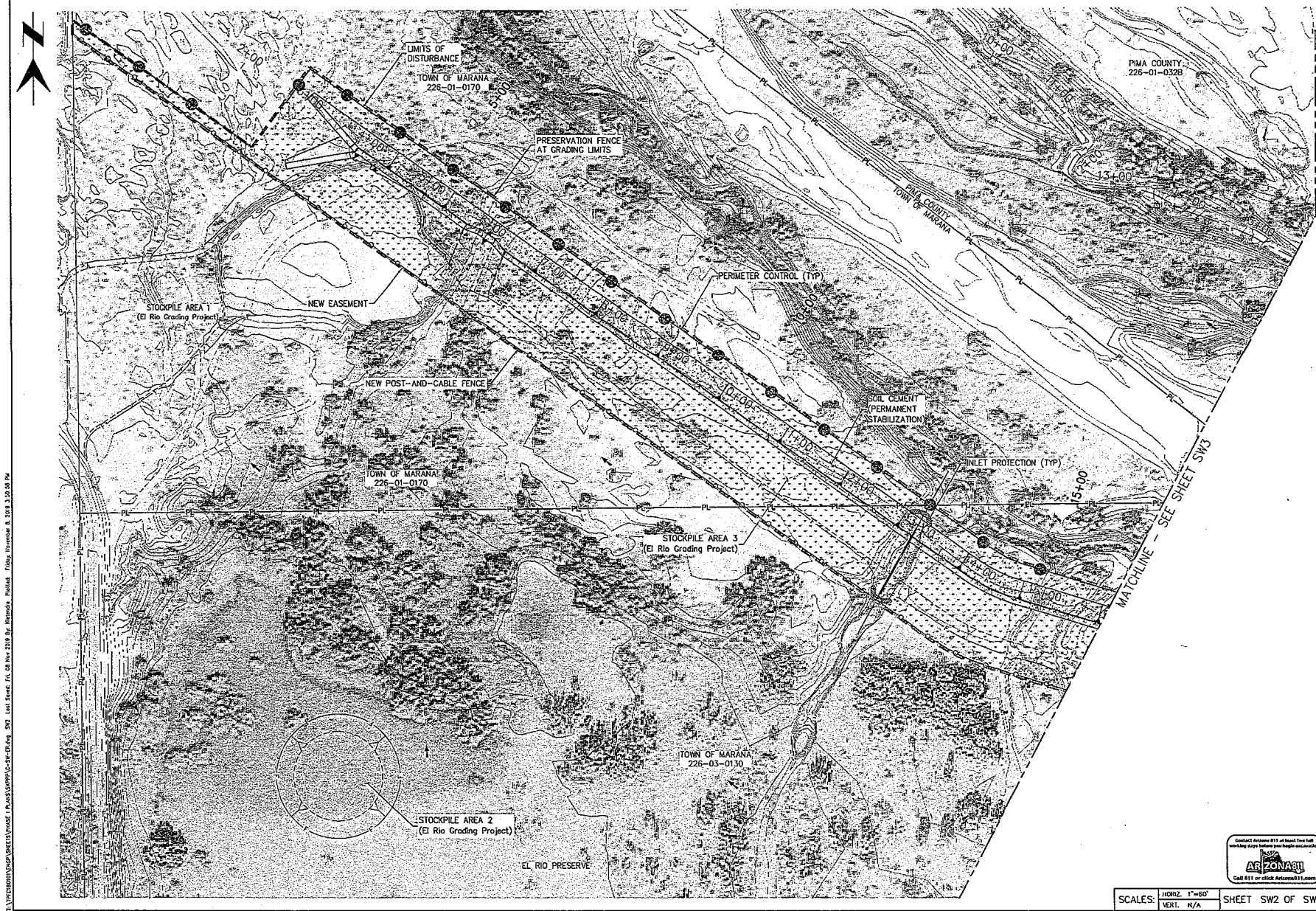
ARIZONA811

Call 811 or visit Arizona811.com

STORMWATER POLLUTION PREVENTION PLAN
FOR
EL RIO PRESERVE
BANK PROTECTION

NO	PIMA COUNTY W.O. 5LKMNA
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T:\PROJECTS\2018\2018-01-0170\2018-01-0170.dwg 2018-01-01 10:08:00 AM



SCALES: HORIZ. 1"=50'
VERT. N/A

SHEET SW2 OF SW5

PAGE 18 OF 21

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

STORMWATER POLLUTION PREVENTION PLAN
FOR
EL RIO PRESERVE
BANK PROTECTION

PSOMAS
P.O. BOX 1000
TULSA, OK 74103
(918) 467-0000

85% SUBMITTAL
NOT FOR
CONSTRUCTION

NO.	REVISION DESCRIPTION	DATE	BY	ENGINEER
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SUZANNE SHIELDS, P.E., DIRECTOR

DATE	DESIGNED	CHECKED	PROJ. ENG.
11/20/18	SS	SS	SS
11/20/18	SS	SS	SS
11/20/18	SS	SS	SS
11/20/18	SS	SS	SS
11/20/18	SS	SS	SS
11/20/18	SS	SS	SS
11/20/18	SS	SS	SS
11/20/18	SS	SS	SS
11/20/18	SS	SS	SS
11/20/18	SS	SS	SS

PIMA COUNTY W.O. 51KAWA



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CONTACT ARIZONA 811 at least two
working days before you begin excavating.

ARIZONA 811

Call 811 or click Arizona811.com

SCALES:	HORIZ. 1"=60'	SHEET SW4 OF SW5	PAGE 20 OF 21
	VERT. N/A		

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

STORMWATER POLLUTION PREVENTION PLAN

FOR
EL RIO PRESERVE
BANK PROTECTION

PSOMAS

313 E. Melrose Road, Suite 450
Norman, Arizona 85305
(505) 742-2330 (505) 742-1249 (FAX)

95% SUBMITTAL
NOT FOR
CONSTRUCTION

PIMA COUNTY W.O. 5LKMA

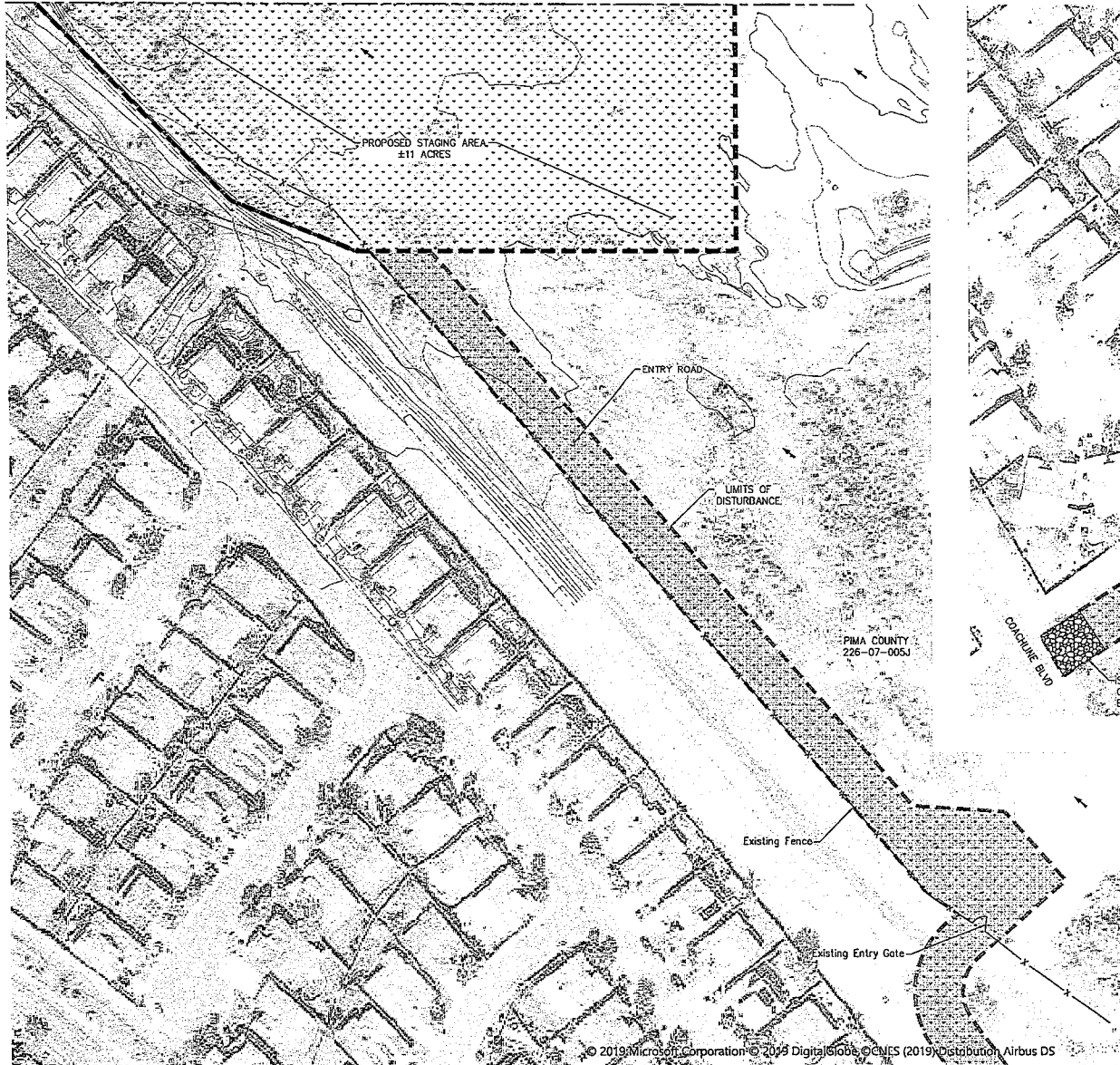
SUZANNE SHIELDS, P.E., DIRECTOR

	DATE
DESIGNED: CR	11/2019
DRAWN: CR/RL/JA	11/2019
CHECKED: RL	11/2019
PROJ. ENG.: CR	11/2019

NO.	REVISION DESCRIPTION	BY, ENGINEER	DATE

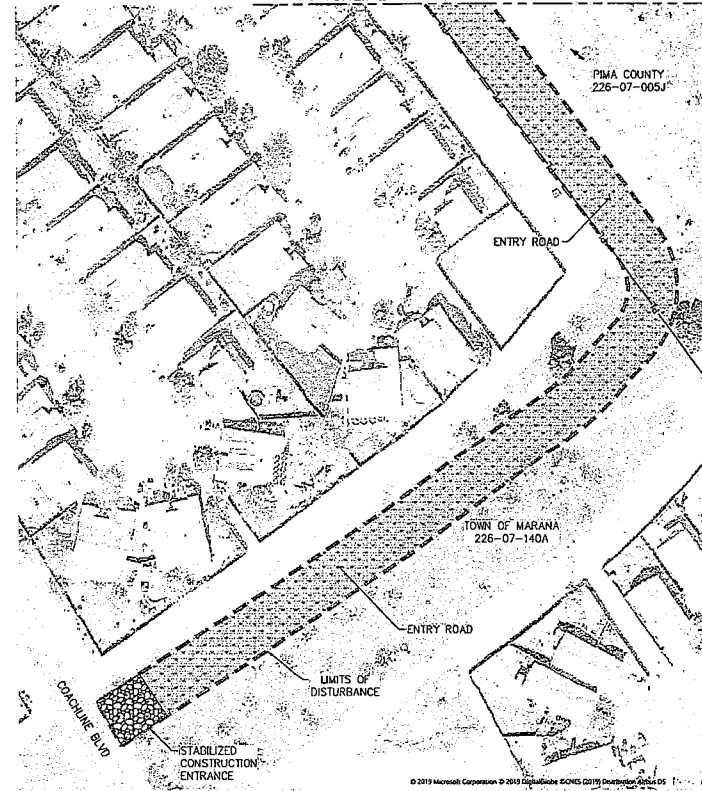
\\PVS00001\WORK\PROJECTS\EL_RIO\SW4.dwg 11/20/2019 11:20:19 AM 11/20/2019 11:20:19 AM 11/20/2019 11:20:19 AM

MATCHLINE — SEE SHEET SW4



MATCHLINE — SEE ABOVE RIGHT

MATCHLINE — SEE BELOW LEFT



SCALE:	HORIZ. 1"=60'	SHEET SW5 OF SW5	PAGE 21 OF 21
	VERT. N/A		

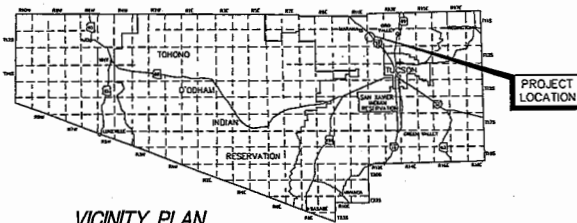
SUZANNE SHIELDS, P.E., DIRECTOR	
NO.	REVISION DESCRIPTION
DATE	DATE
DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
PROJ. ENG.	DATE

95% SUBMITTAL NOT FOR CONSTRUCTION	
PSOMAS	
201 E. Monroe Ave., Suite 100	
Tucson, AZ 85710	
Call 811 or click Arizona11.com	

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT	
STORMWATER POLLUTION PREVENTION PLAN	
FOR	
EL RIO PRESERVE	
BANK PROTECTION	

PIMA COUNTY W.D. 51/KMVA

EXHIBIT C
Final Grading Plans



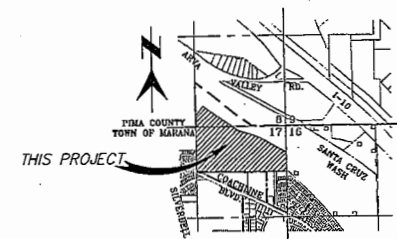
VICINITY PLAN

EL RIO PRESERVE GRADING PLAN

PCRFGD PROJECT No. _____

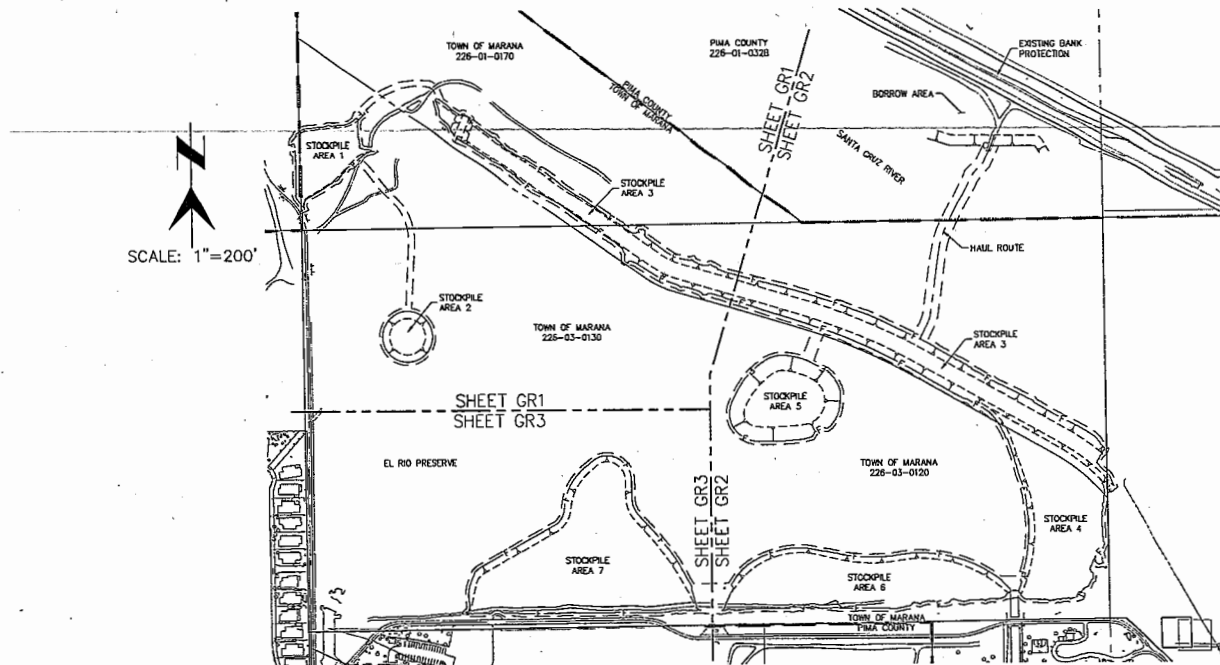
FINAL PLANS

GENERAL DESCRIPTION OF PROJECT
THIS PROJECT WILL INCLUDE GRADING FOR
STOCKPILES WITHIN THE EL RIO PRESERVE AREA.



LOCATION MAP

Portion of Sections 8, 16 & 17
T-12-S, R-12-E, G & S R M
City of Marana, Pima County, Arizona
Scale: 3"=1 Mile



PROJECT INDEX MAP

SHEET INDEX

SHEET NO.	PAGE NO.	SHEET DESCRIPTION
CS1	1	COVER SHEET
NT1	2	NOTES, LEGEND & DETAIL
GR1-GR3	3-5	GRADING PLANS
GR4	6	SURVEY CONTROL POINT TABLES



PSOMAS
333 E. Main Street, Suite 450
Tucson, AZ 85702
(520) 292-2200 (520) 292-1290 fax
www.psomas.com



PIMA COUNTY BOARD OF DIRECTORS

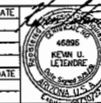
RICHARD ELIAS	CHAIR	DISTRICT 5
ALLY MILLER	MEMBER	DISTRICT 1
RAMON VALADEZ	MEMBER	DISTRICT 2
SHARON BRONSON	MEMBER	DISTRICT 3
STEVE CHRISTY	MEMBER	DISTRICT 4

THIS PROJECT IS LOCATED IN SUPERVISOR DISTRICT 3

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

201 N. STONE AVE., 9th FLOOR TUCSON, ARIZONA 85701
SUZANNE SHIELDS, P.E., DIRECTOR

NO.	REVIEWED BY	ENGINEER	DATE
NO.	AS BUILT	ENGINEER	DATE



REVIEWED BY	ENGINEER	DATE
MGR. DESIGN ENGR.		
MGR. FIELD ENGR.		

SCALES: HORIZ.: AS SHOWN VERT.: N/A SHEET CS1 OF CS1 PAGE 1 OF 6

GENERAL NOTES:

- ALL CONSTRUCTION AND TEST METHODS SHALL BE IN ACCORDANCE TO PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARDS SPECIFICATIONS, 2015 EDITION AND DETAILS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, EXCEPT AS MODIFIED BY THE CONTRACT.
- REMOVAL OF ALL CACTI AND NATIVE PLANTS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE "ARIZONA NATIVE PLANT LAW", A.R.S., CHAPTER 7, (ARS SECTION 3-501, ET. SEQ.) AND THE PIMA COUNTY NATIVE PLANT PRESERVATION ORDINANCE.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
- EXISTING VEGETATION BEYOND THE LIMITS OF GRADING WILL BE PRESERVED IN PLACE. PRIOR TO GRADING, THE CONTRACTOR SHALL STAKE THE GRADING LIMITS AND CONDUCT A FIELD VISIT WITH THE ENGINEER AT WHICH TIME EXISTING VEGETATION THAT IS TO BE PRESERVED IN PLACE SHALL BE AGREED UPON AND CLEARLY MARKED. EXISTING VEGETATION OUTSIDE THE LIMITS OF GRADING THAT IS DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. DAMAGED VEGETATION SHALL BE REPLACED WITH THE SAME SPECIES AND AT THE SAME SIZE OR LARGER. ADDITIONALLY, VEGETATION WITHIN THE GRADING LIMITS WHICH CAN BE PROTECTED IN PLACE WITH REASONABLE EFFORT, IS NOT IN CONFLICT WITH PROPOSED IMPROVEMENTS, AND DOES NOT POSE A SIGNIFICANT IMPEDIMENT TO CONSTRUCTION ACTIVITIES SHALL BE IDENTIFIED PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES AND MARKED ACCORDINGLY.

HORIZONTAL CONTROL

THIS PROJECT UTILIZES THE ARIZONA COORDINATE SYSTEM, 1983 (ACS 83), NAD83 (HARN 92), INTERNATIONAL FEET, AND IS LOCATED IN THE CENTRAL ZONE. THE CONTROL NETWORK WAS SURVEYED IN MAY, 2018 USING TRIMBLE GPS UNITS UTILIZING RTK METHODS AND INCORPORATED THE FOLLOWING CONTROL POINTS:

STATION (REFERENCE)

J09 (PIMA CTY. OPUS CTRL.) * PRIMARY CONTROL POINT
G05 (PIMA CTY. OPUS CTRL.)
NN 121 C22524 (NGS)
H 140 C20522 (NGS)

SURFACE COORDINATES AND/OR DISTANCES WERE COMPUTED FROM THE ACS 83 COORDINATES BY APPLYING A PROJECT SPECIFIC GRID TO A SURFACE COMBINED ELEVATION AND SCALE FACTOR (CF) AT A CENTRAL POINT (NCP/ECF); COORDINATES WERE NOT TRUNCATED:

NP LOC = (NP ACS83 - NCP ACS83) * CF + NCP ACS83

EP LOC = (EP ACS83 - ECP ACS83) * CF + ECP ACS83

WHERE: NP LOC = LOCAL NORTH NP ACS83 = ACS 83 NORTH
NCP ACS83 = ACS 83 AT CENTRAL POINT
EP LOC = LOCAL EAST EP ACS83 = ACS 83 EAST
ECP ACS83 = ACS 83 AT CENTRAL POINT

COMBINED FACTOR (CF) = 1.0001278096

N 508803.790 (ACS83) E 942315.108 (ACS83) *CENTRAL POINT

VERTICAL CONTROL

THE VERTICAL DATUM FOR THIS PROJECT IS THE NORTH AMERICAN VERTICAL DATUM, 1988 (NAVVD88). THE BENCH MARKS USED FOR THIS PROJECT WERE:

STATION	REFERENCE	ELEVATION
H 140	C20522 (NGS)	2088.95
B 424	C21431 (NGS)	2073.34

* PROJECT BENCHMARK

NOTE: ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE DERIVED FROM GPS ELLIPSOID HEIGHT MEASUREMENTS AND THE APPLICATION OF A HIGH-RESOLUTION HYBRID GEOID MODEL, GEOID 12A.

GRADING NOTES:

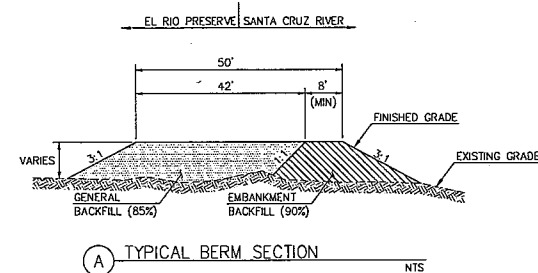
- THE STAMPED SET OF APPROVED PLANS SHALL BE ON THE JOB SITE AT ALL TIMES.
- THESE PLANS ARE TO BE USED FOR STOCKPILE GRADING. CONTRACTOR SHALL USE OTHER SPECIFIC IMPROVEMENT PLANS FOR IMPROVEMENTS OTHER THAN WHAT IS SHOWN ON THESE PLANS.
- CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL EXISTING PUBLIC AND PRIVATE UTILITIES PRIOR TO ANY CONSTRUCTION. CALL BLUE STAKE (1-800-782-5348) TWO FULL WORKING DAYS PRIOR TO EXCAVATION.
- THE CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE THE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR LAYING OUT ANY PORTION OF THE WORK. HE SHALL ALSO DIG ALL STAKE HOLES NECESSARY TO GIVE LINE AND LEVELS AND SHALL PROVIDE ASSISTANCE CALLED FOR BY THE ENGINEER OR HIS ASSISTANTS UPON ANY PART OF THE WORK WHENEVER SO REQUESTED.
- THE CONTRACTOR SHALL PRESERVE ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES UNTIL AUTHORIZED TO REMOVE THEM BY THE ENGINEER. ANY EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE CHARGED TO THE CONTRACTOR.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAUL AND APPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE GRADING CONSTRUCTION PRICE.
- IF CONSTRUCTION WATER IS NOT AVAILABLE IN THE AREA, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CONSTRUCTION WATER.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL PIMA COUNTY REGULATIONS REGARDING DUST POLLUTION.
- CONTRACTORS SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
- ALL WORK SHALL CONFORM TO PIMA COUNTY STANDARDS FOR GRADING AND RELATED SITE WORK.
- OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
- IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY PIMA COUNTY.
- IN THE EVENT THAT ARCHAEOLOGICAL/CULTURAL REMAINS, ANY HUMAN REMAINS OR FUNERARY ITEMS ARE ENCOUNTERED DURING EXCAVATION OR CONSTRUCTION, GROUND MODIFICATION ACTIVITIES MUST CEASE IN THE IMMEDIATE VICINITY OF THE DISCOVERY, AND THE ARIZONA STATE MUSEUM MUST BE CONTACTED IMMEDIATELY, PURSUANT TO A.R.S. 41-865.
- ALL GRADES SHOWN ON PLANS ARE FINISH GRADES.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALCULATE HIS OWN EARTHWORK QUANTITIES AND SUBMIT HIS BID BASED THEREON.
- ESTIMATED EARTHWORK QUANTITIES FOR PERMIT PURPOSES ONLY. NO ALLOWANCE FOR SHRINKAGE OR SWELLING HAS BEEN MADE.
- EXISTING UTILITIES ARE SHOWN BASED UPON THE BEST INFORMATION AVAILABLE. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS IN THE WORK AREA WHICH HAVE BEEN REMOVED OR DAMAGED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT, OR CLEANUP SHALL BE DONE TO THE SATISFACTION OF THE OWNER.
- GRADING BOUNDARIES SHALL BE CLEARLY MARKED, AND ALL WORK WILL BE CONFINED TO THE APPROVED PROJECT DISTURBANCE LIMITS AS SHOWN ON THESE PLANS. NO WORK SHALL TAKE PLACE OUTSIDE OF THE LIMITS SHOWN ON THESE PLANS.
- COMPACTION IN ALL AREAS SHALL BE TO A MINIMUM OF 85% OF THE MAXIMUM DENSITY AS DETERMINED BY THE AASHTO DESIGNATION T-99, METHOD A, EXCEPT WHERE SHOWN ON THE PLAN. THOSE AREAS TO RECEIVE FILL ARE TO BE SCARIFIED TO A DEPTH OF EIGHT INCHES (8"), BROUGHT TO THE PROPER MOISTURE CONTENT AND COMPACTED TO THE ABOVE DENSITY.
- THE SOILS ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL EARTHWORK OPERATIONS, INCLUDING BUT NOT LIMITED TO: CLEARING, SUBGRADE PREPARATION, BACKFILL, TOGETHER WITH PLACEMENT AND COMPACTION OF FILL.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO FULLY COMPLY WITH THE ARIZONA POLLUTION DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT, IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED FOR THIS PROJECT.
- ALL GRADING SHALL CONFORM TO THE PIMA COUNTY GRADING STANDARDS, FC ZONING CODE CHAPTER 18.61, CUT OR FILL SLOPES THREE-TO-ONE (3:1) (HORIZONTAL:VERTICAL) OR LESS, SHALL AT A MINIMUM BE REVEGETATED.
- THE MATERIAL FOR STOCKPILE AREA 2 MAY BE SPREAD OVER AREA 6 (OR AREA 4 IF THE PROJECT ULTIMATELY JUSTIFIES THE NEED FOR AREA 4) AND NOT LEFT AS A STOCKPILE. TOWN OF MARANA MAY STRIP THE MATERIAL OFF IN THE FUTURE.
- CLEARING AND GRUBBING MATERIAL MAY BE CHIPPED AND THE CHIPPED WASTE SPREAD OUT UNDER STOCKPILE AREAS 4, 6 OR 7. THE CHIPPED MATERIAL TO BE CAPPED BY THE FORTHCOMING EARTHWORK. SIGNIFICANT AREA OF EXPOSED WASTED VEGETATION IN THE PRESERVE IS NOT ALLOWED.

LEGEND

NEW	EXISTING	FEATURE
---	---	CONTOURS
---	---	RIGHT OF WAY LINE
---	---	PROPERTY LINE
---	---	LIMIT OF CUT
---	---	LIMIT OF FILL
---	---	SLOPE INDICATOR
---	---	TOP OF SLOPE
---	---	GRADING LIMITS
---	---	POINT NUMBER
---	---	SPOT ELEVATION
---	---	SLOPE AND FLOW ARROW

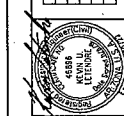
EARTHWORK QUANTITIES

STOCKPILE AREA	FILL
AREA 1	2,770 CY
AREA 2	4,759 CY
AREA 3 & 4	60,158 CY
AREA 5	13,640 CY
AREA 6	22,515 CY
AREA 7	47,811 CY
TOTAL VOL.	151,453 CY



DATE	REVISION	DESCRIPTION	DIV.	NUMBER
11/20/18	1	ISSUED FOR PERMIT		
11/20/18	2	REVISED PER PIMA COUNTY COMMENTS		
11/20/18	3	REVISED PER PIMA COUNTY COMMENTS		
11/20/18	4	REVISED PER PIMA COUNTY COMMENTS		
11/20/18	5	REVISED PER PIMA COUNTY COMMENTS		

NO.	REVISION	DESCRIPTION	DIV.	NUMBER



PSOMAS
J.L. Vetter, Inc.
1000 N. 10th St., Suite 100
Phoenix, AZ 85006
(602) 944-1100

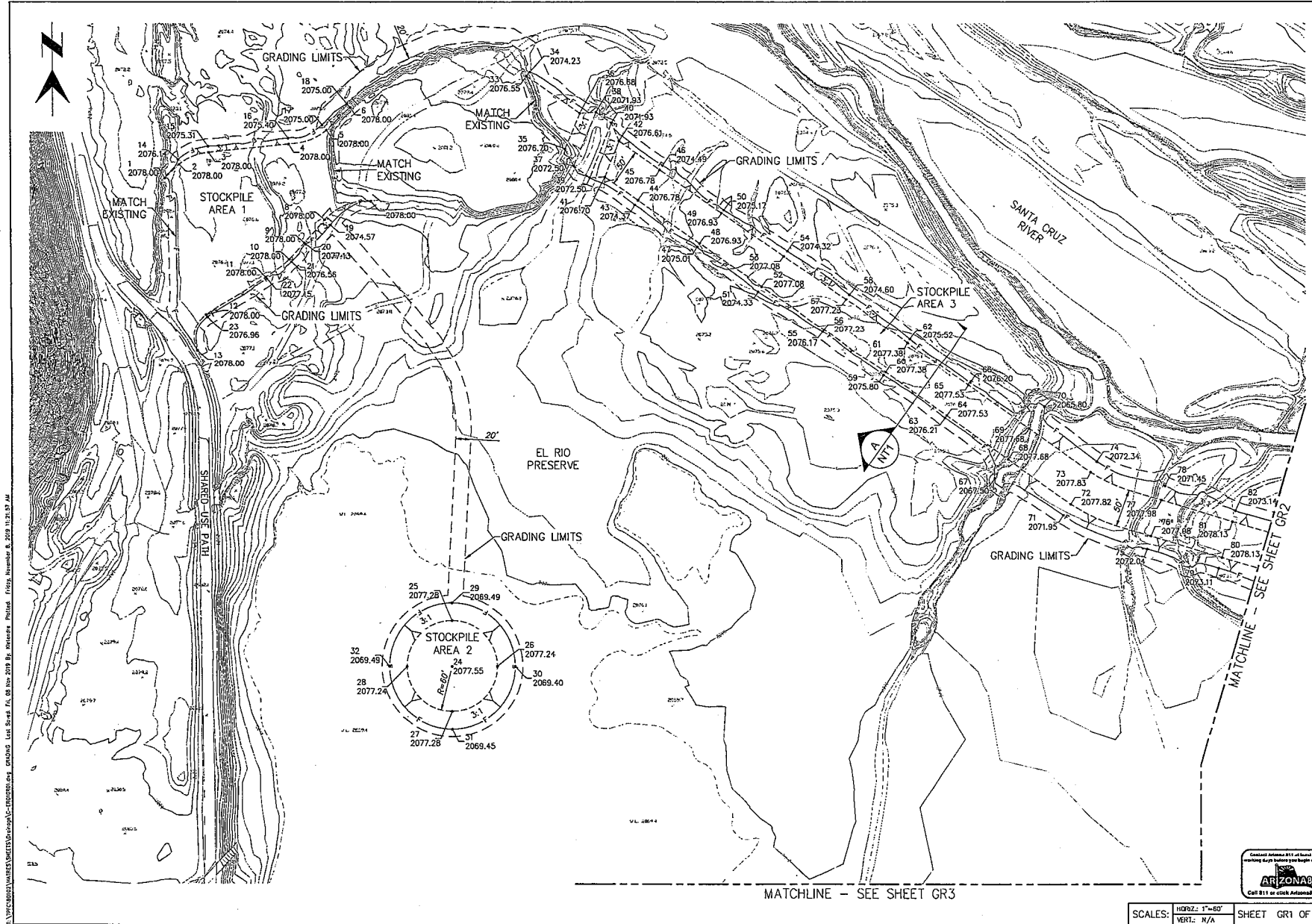
PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

GENERAL NOTES
FOR
EL RIO PRESERVE
MARANA, AZ

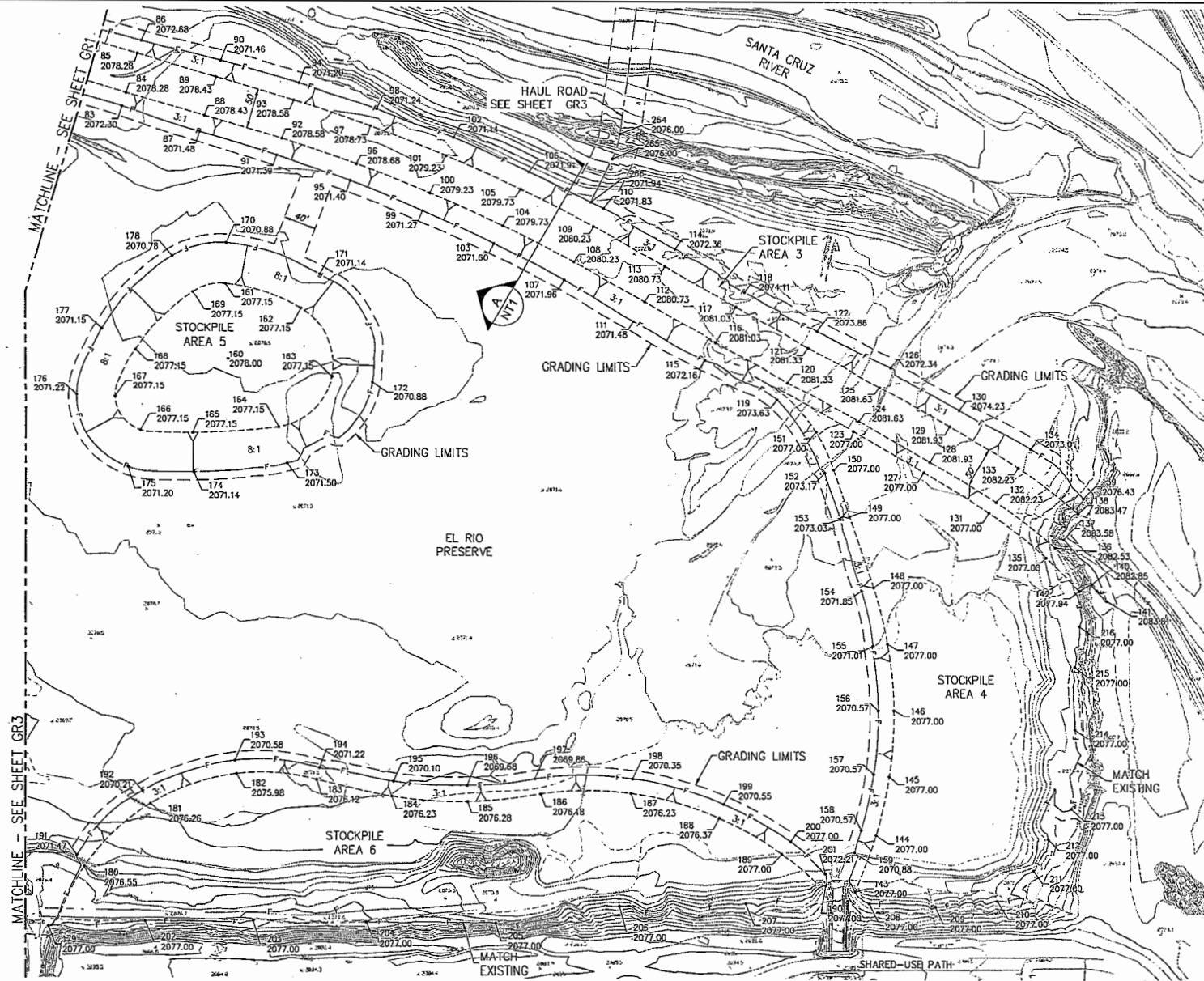


SCALE:	HORIZ: N/A VERT: N/A	SHEET NTI OF NTI	PAGE 2 OF 6
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1:\PROJECTS\2018\EL RIO PRESERVE\GRADING\GR4.dwg, 2018-11-21 11:57 AM, P:\2018\EL RIO PRESERVE\GRADING\GR4.dwg, 2018-11-21 11:57 AM



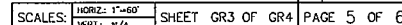
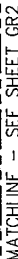
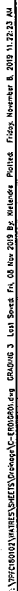
P S O M A S		GRADING PLAN FOR EL RIO PRESERVE MARANA, AZ		PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT		SUZANNE SHIELDS, P.E., DIRECTOR	
DATE: 11/20/18		DATE: 11/20/18		DATE: 11/20/18		DATE: 11/20/18	
DESIGNED: S. ALZA		DESIGNED: S. ALZA		DESIGNED: S. ALZA		DESIGNED: S. ALZA	
CHECKED: R. CR		CHECKED: R. CR		CHECKED: R. CR		CHECKED: R. CR	
PROJECT ENG: CR		PROJECT ENG: CR		PROJECT ENG: CR		PROJECT ENG: CR	



10/10/2019 11:22:05 AM

	DATE
DESIGNED:	CR 11/2019
DRAWN:	CR/KL/EA 11/2019
CHECKED:	KL 11/2019
PROJ. ENG.:	CR 11/2019

PSOMAS
333 E. Wilmore Road, Suite 450
Tucson, Arizona 85729



PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

GRADING PLAN
FOR
EL RIO PRESERVE
MARANA, AZ

PSOMAS
333 E. Wilshire Road, Suite 450
Tucson, Arizona 85705
(505) 281-7500 (505) 282-7100 (Fax)



PIMA COUNTY W.O.

SUZANNE SHIELDS, P.E., DIRECTOR	
DESIGNED:	CR 11/2019
DRAWN:	CR/KAL/EA 11/2019
CHECKED:	KL 11/2019
PROJ. ENG.:	CR 11/2019

[illegible]

SUZANNE SHIELDS, P.E., DIRECTOR

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Point Table			
Point #	Northing	Easting	Elevation
1	508789.50	939640.91	2078.00
2	508807.99	939660.33	2078.00
3	508824.12	939699.55	2078.00
4	508835.20	939805.98	2078.00
5	508853.64	939856.70	2078.00
6	508884.04	939886.61	2078.00
7	508759.03	939915.89	2078.00
8	508733.82	93983.83	2078.00
9	508702.72	939826.43	2078.00
10	508680.70	939806.07	2078.00
11	508656.17	939774.72	2078.00
12	508605.92	939695.35	2078.00
13	508559.11	939683.61	2078.00
14	508814.14	939659.16	2076.14
15	508832.14	939698.71	2075.31
16	508842.97	939805.19	2075.40
17	508860.68	939851.07	2075.00
18	508888.82	939884.17	2075.00
19	508727.02	939861.54	2074.57
20	508700.92	939828.32	2077.13
21	508677.59	939809.04	2076.56
22	508654.00	939776.09	2077.15
23	508603.30	939697.01	2076.96
24	508138.37	940022.53	2077.55
25	508198.37	940022.53	2077.28
26	508136.37	940082.53	2077.24
27	508078.37	940022.53	2077.28
28	508138.37	939962.53	2077.24
29	508221.72	940022.53	2089.49
30	508136.37	940106.14	2089.40
31	508054.90	940022.53	2089.45
32	508138.37	939939.18	2089.49
33	508926.25	940123.05	2076.55
34	508931.62	940127.49	2074.23
35	508829.07	940173.66	2076.70
36	508876.44	940193.29	2076.68
37	508806.15	940185.03	2072.50
38	508877.84	940215.05	2071.93
39	508790.75	940206.42	2072.50
40	508863.63	940235.37	2077.93
41	508791.71	940226.35	2076.70
42	508839.53	940245.34	2076.61
43	508754.55	940266.23	2074.37
44	508760.46	940270.42	2076.78
45	508801.25	940299.34	2076.78
46	508806.87	940303.28	2074.49
47	508697.92	940348.68	2075.01
48	508702.62	940352.00	2076.93
49	508743.41	940360.92	2076.93
50	508747.72	940383.97	2075.17
51	508638.07	940428.77	2074.33
52	508644.78	940433.57	2077.08
53	508655.57	940462.49	2077.08
54	508692.33	940467.30	2074.32

Point Table			
Point #	Northing	Easting	Elevation
55	508584.36	940513.29	2076.17
56	508586.94	940515.15	2077.23
57	508627.73	940544.07	2077.23
58	508634.18	940548.62	2074.60
59	508525.22	940593.98	2075.80
60	508529.10	940596.72	2077.38
61	508569.89	940625.64	2077.38
62	508574.45	940628.85	2075.52
63	508466.05	940675.96	2076.21
64	508471.26	940678.30	2077.53
65	508512.05	940707.22	2077.53
66	508515.30	940709.54	2076.20
67	508388.32	940742.46	2067.50
68	508413.42	940759.88	2077.68
69	508454.21	940788.80	2077.68
70	508483.28	940809.41	2065.80
71	508339.24	940834.42	2071.95
72	508353.78	940844.41	2077.82
73	508366.33	940870.75	2077.83
74	508410.44	940879.30	2072.34
75	508294.40	940946.44	2072.04
76	508311.48	940951.56	2077.98
77	508359.44	940965.68	2077.98
78	508378.31	940970.83	2071.45
79	508268.81	941043.12	2073.11
80	508263.24	941047.49	2078.13
81	508331.20	941061.61	2078.13
82	508345.62	941065.63	2073.14
83	508237.72	941138.55	2072.30
84	508254.99	941143.41	2078.28
85	508302.96	941157.54	2078.28
86	508319.07	941162.33	2072.68
87	508206.74	941233.46	2071.48
88	508226.75	941239.34	2078.43
89	508274.71	941253.46	2078.43
90	508294.75	941259.46	2071.46
91	508177.97	941327.98	2071.39
92	508198.55	941334.44	2078.58
93	508246.31	941349.23	2078.58
94	508267.53	941355.64	2071.20
95	508146.90	941418.77	2071.40
96	508167.34	941426.45	2078.68
97	508214.49	941443.60	2078.73
98	508235.62	941451.28	2071.24
99	508109.86	941507.64	2071.27
100	508131.89	941516.91	2079.23
101	508177.99	941536.26	2079.23
102	508200.35	941545.68	2071.14
103	508070.02	941594.40	2071.60
104	508091.89	941605.22	2079.73
105	508136.91	941626.98	2079.73
106	508158.09	941637.04	2071.91
107	508025.73	941679.60	2071.96
108	508047.46	941691.55	2080.23

Point Table			
Point #	Northing	Easting	Elevation
109	508091.34	941715.53	2080.23
110	508113.49	941727.57	2071.83
111	507974.63	941764.17	2071.48
112	507998.79	941777.86	2080.73
113	508042.28	941802.53	2080.73
114	508064.02	941815.13	2072.36
115	507926.24	941851.82	2072.16
116	507949.45	941864.84	2081.03
117	507992.94	941889.51	2081.03
118	508010.97	941899.85	2074.11
119	507876.99	941939.46	2073.63
120	507900.12	941951.83	2081.33
121	507943.61	941976.49	2081.33
122	507963.12	941987.62	2073.86
123	507836.72	942031.90	2077.00
124	507850.78	942038.81	2081.63
125	507894.27	942063.48	2081.63
126	507918.37	942077.51	2072.34
127	507786.80	942118.45	2077.00
128	507801.45	942125.79	2081.93
129	507844.94	942150.46	2081.93
130	507865.04	942161.88	2074.23
131	507739.75	942200.13	2077.00
132	507752.81	942208.88	2082.23
133	507794.64	942236.28	2082.23
134	507817.78	942251.48	2073.01
135	507684.86	942270.76	2077.00
136	507697.27	942281.77	2082.53
137	507707.43	942292.38	2083.58
138	507739.00	942305.88	2083.47
139	507757.38	942316.46	2076.43
140	507652.74	942327.48	2082.85
141	507632.00	942345.94	2083.81
142	507644.22	942351.60	2077.94
143	507275.93	942034.55	2077.00
144	507344.74	942060.27	2077.00
145	507416.38	942076.47	2077.00
146	507496.89	942082.04	2077.00
147	507578.77	942074.39	2077.00
148	507647.48	942057.18	2077.00
149	507734.56	942027.48	2077.00
150	507791.06	942008.18	2077.00
151	507837.61	941986.63	2077.00
152	507787.38	941997.30	2073.17
153	507733.12	942016.06	2073.03
154	507643.37	942042.22	2071.85
155	507576.45	942056.56	2071.01
156	507496.84	942068.74	2070.57
157	507419.18	942057.38	2070.57
158	507351.23	942042.08	2070.57
159	507324.11	942033.99	2070.88
160	507925.90	941268.15	2078.00
161	508019.36	941265.01	2077.15
162	507989.48	941257.59	2077.15

Point Table			
Point #	Northing	Easting	Elevation
163	507905.66	941396.39	2077.15
164	507841.01	941330.16	2077.15
165	507833.86	941224.40	2077.15
166	507836.78	941160.30	2077.15
167	507878.08	941129.11	2077.15
168	507937.99	941154.61	2077.15
169	508008.87	941224.96	2077.15
170	508069.62	941265.81	2070.88
171	508031.42	941381.15	2071.14
172	507898.79	941446.10	2070.88
173	507797.05	941340.71	2071.50
174	507785.77	941225.63	2071.14
175	507791.65	941145.39	2071.20
176	507880.09	941081.67	2071.22
177	507862.58	941113.36	2071.15
178	508053.38	941199.81	2070.78
179	507230.80	941047.60	2077.00
180	507304.31	941091.88	2076.55
181	507380.98	941173.05	2076.26
182	507417.43	941276.59	2075.88
183	507410.75	941377.42	2076.12
184	507390.79	941470.19	2076.23
185	507384.49	941562.78	2076.28
186	507394.01	941651.46	2076.18
187	507395.18	941761.82	2076.23
188	507365.43	941869.83	2076.37
189	507322.16	941945.78	2077.00
190	507283.63	941999.02	2077.00
191	507317.99	941082.61	2071.47
192	507396.20	941163.17	2070.21
193	507433.79	941276.57	2070.58
194	507425.05	941380.86	2071.22
195	507409.03	941472.28	2070.10
196	507404.28	941562.33	2069.68
197	507412.30	941644.56	2069.86
198	507412.70	941764.07	2070.35
199	507382.38	941875.18	2070.55
200	507337.10	941956.62	2077.00
201	507298.06	941998.49	2072.21
202	507237.70	941166.42	2077.00
203	507238.56	941299.04	2077.00
204	507237.59	941438.40	2077.00
205	507236.25	941596.93	2077.00
206	507257.72	941747.64	2077.00
207	507261.21	941902.48	2077.00
208	507261.44	942052.35	2077.00
209	507257.97	942133.27	2077.00
210	507265.37	942210.53	2077.00
211	507302.44	942255.44	2077.00
212	507340.95	942273.57	2077.00
213	507378.00	942301.88	2077.00
214	507474.63	942306.59	2077.00
215	507551.42	942306.35	2077.00
216	507600.92	942311.81	2077.00

Point Table			
Point #	Northing	Easting	Elevation
217	507230.12	942027.28	2076.97
218	507248.93	942027.78	2077.00
219	507322.34	942043.07	2077.00
220	507357.80	942069.10	2077.00
221	507424.95	942089.28	2077.00
222	507492.10	942059.46	2077.00
223	507566.85	942058.64	2077.00
224	507687.25	942068.38	2077.00
225	507705.65	942064.73	2077.00
226	507722.91	942079.19	2077.00
227	507707.27	942076.43	2077.00
228	507665.09	942073.88	2077.00
229	507603.39	942037.37	2077.00
230	507528.80	942085.61	2077.00
231	507486.38	942080.04	2077.00
232	507371.45	942093.88	2077.00
233	507244.43	942096.09	2077.00
234	507232.74	942081.79	2077.00
235	507250.21	942021.71	2074.93
236	507231.22	942226.91	2081.56
237	507375.38	942054.98	2089.58
238	507444.33	942378.10	2069.54
239	507511.23	942098.77	2068.70
240	507589.02	942053.48	2069.91
241	507701.98	942605.24	2069.92
242	507722.52	942630.59	2070.36
243	507742.57	942607.45	2070.47
244	507723.12	942728.44	2070.42
245	507665.57	942579.92	2070.33
246	507693.86	942759.05	2070.44
247	507542.35	942783.97	2070.12
248	507500.44	942082.187	2069.94
249	507382.61	942091.80	2069.98
250	507392.52	942095.99	2070.66
251	507226.70	942089.04	2077.00
252	507227.93	942033.93	2077.00
253	507225.81	942046.31	2077.00
254	507277.24	942052.74	2077.00
255	507226.29	942062.27	2077.00
256	507227.18	942019.97	2077.00
257	507225.54	942080.16	2077.00
258	507232.15	942089.23	2077.00
259	508799.62	941961.42	2078.39
260	506705.59	941922.51	2080.30
261	508665.75	941884.48	2071.54
262	508494.88	941801.52	2072.92
263	508043.47	941774.02	2074.21
264	508205.44	941747.64	2076.00
265	508174.54	941738.28	2076.00
266	508121.21	941712.04	2071.90

EXHIBIT D
Form of Land Exchange Agreement

<p>PIMA COUNTY REAL PROPERTY SERVICES</p> <p>PROJECT: Exchange Agreement</p> <p>PARTIES: Pima County Regional Flood Control District, a political taxing subdivision of the State of Arizona and the Town of Marana, an Arizona municipal corporation</p> <p>FUNDING: N/A</p>	
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EXCHANGE AGREEMENT

1. **Parties; Effective Date.** This Exchange Agreement (the "**Agreement**") is between, Pima County Flood Control District, a political taxing subdivision of the State of Arizona ("District"), and Town of Marana, an Arizona municipal corporation ("**Town**"). This Agreement will become effective on the date when all the parties have signed it (the "**Effective Date**"). The District is deemed to have signed the Agreement on the date the Chair of the Pima County Regional Flood Control District Board of Directors signed it. The Town is deemed to have signed the Agreement on the date the Mayor or his designee of the Town has signed it.

2. **Exchange of Properties.** The parties acknowledge that they have executed, on or near the same date as this Agreement, an Intergovernmental Agreement Between the Pima County Flood Control District and the Town of Marana for the El Rio Preserve Bank Protection Project ("the **El Rio Preserve IGA**").

2.1. District agrees to convey to Town immediately following execution of this Agreement, in fee title, the property described and depicted in **Exhibit E** of the El Rio Preserve IGA.

2.2. District agrees to convey to Town immediately following execution of this Agreement the drainage easement described and depicted in **Exhibit F** of the El Rio Preserve IGA, using the form provided in that exhibit. **Exhibits E and F** of the El Rio Preserve IGA are referred to in this Agreement collectively as the "**District Property**".

2.3. Town agrees to convey to District immediately following execution of this Agreement, in fee title, the two properties described and depicted in **Exhibit G** of the El Rio Preserve IGA (the "**Town Property**").

2.4. District and Town will exchange the District Property and the Town Property pursuant to A.R.S. § 11-251(44) (the "**Exchange**"). The District shall publish notice thirty days before the Exchange, listing the ownership and description of the Town Property and the District Property.

3. **Equivalent Value.** The parties acknowledge that the value of the District Property shall be approximately equivalent to the value of the Town Property and that no cash amounts will be due and owing from either party to the other as a result of the Exchange.

4. **Vacant Land.** The parties acknowledge that the Town Property and the District Property are vacant land and that no personal property is being transferred.

5. **Inspection Rights.**

5.1. Access and Possession. Upon execution of this Agreement and until Closing, each party hereby grants permission to the other party, that party's representatives, and that party's authorized agents to enter the other party's property for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Each party shall deliver possession on the date of Closing

5.2. Inspection. Each party will permit the other party to conduct such inspections of the others property as deemed necessary to determine the environmental condition of the property. If the investigations reveal the presence of contamination or the need to conduct environmental cleanup, each party will conduct a cleanup of its property adequate to bring the property into compliance prior to closing or the other party may terminate this Agreement.

6. **Escrow.** Pima County Real Property Services will act as Escrow Agent for this Exchange and will record the signed deeds. Closing will occur within thirty (30) days after the execution of the agreement by County.

7. **Closing Documents.**

7.1. Town will execute and deliver to District Special Warranty Deeds conveying title to the Town Property to District and will deliver the recorded deeds to District.

7.2. District will execute and deliver to Town a Special Warranty Deed and a drainage easement conveying title and rights described above to the District Property to Town and will deliver the recorded deed and easement to Town.

8. **Representations.**

8.1. Each party represents that, to the best of its knowledge (i) no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used, or are located on its property or within any surface or subsurface waters thereof; (ii) that no underground tanks have been located on its property; (iii) that its property is in compliance with all federal, state, and local environmental laws, regulations, and ordinances; and (iv) that no legal action of any kind has been commenced or threatened with respect to its property.

8.2. Subject only to the representations of the parties in this section, each party acknowledges that neither party has made any representations or warranties of any nature to the other, and the property interests acquired by each party are acquired "AS IS" and "WHERE IS," with all faults and limitations, and all defects, latent or otherwise. Each party who is the grantee of the interests subject to this Agreement further represents to the other that it has fully and completely examined the property, conducted inspections thereof, including environmental assessments to the extent such grantee has felt necessary or advisable, and releases the other party from any and all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

9. **No Leases.** Each party represents that there are no oral or written leases, rental agreements, licenses, permits, or any other agreements permitting a third party to use or occupy all or any portion of its property.

10. **Conflict of Interest.** This Agreement is subject to cancellation within three years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of District or Town is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

11. **Survival of Representation and Warranties.** All representations and warranties contained herein survive the closing for ten years.

12. **Entire Agreement.** This signed document constitutes the entire Agreement between the parties, and no modification or amendment to this Agreement will be binding unless in writing and signed by both parties.

13. **Remedies.** If either party defaults under this Agreement, the other party may pursue all rights and remedies available at law or in equity.
Each Party is signing this agreement on the date stated opposite that Party's signature.

COUNTY: PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona:

Chairman, Board of Directors

Date

ATTEST:

Clerk of Board

Date

APPROVED AS TO CONTENT:

Neil J. Konigsberg, Manager, Real Property Services

Carmine Debonis, Deputy County Administrator, Public Works

Suzanne Shields, P.E. Director, Flood Control District

APPROVED AS TO FORM:

Kell Olson, Deputy County Attorney

Town of Marana, an Arizona municipal corporation:

Mayor

Date

ATTEST:

Town Clerk

Date

APPROVED AS TO CONTENT:

Keith Brann, Town Engineer

Jim Conroy, Town Parks and Recreation Director

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

EXHIBIT E

Land to be Deeded from District to Marana in Fee

EXHIBIT "E"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 12 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 17, FROM WHICH THE CENTER OF SAID SECTION 17 BEARS SOUTH 00 DEGREES 31 MINUTES 46 SECONDS EAST, 2644.11 FEET;

THENCE ALONG AND WITH THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 17, SOUTH 00 DEGREES 31 MINUTES 46 SECONDS EAST, 1322.05 FEET TO THE POINT OF BEGINNING;

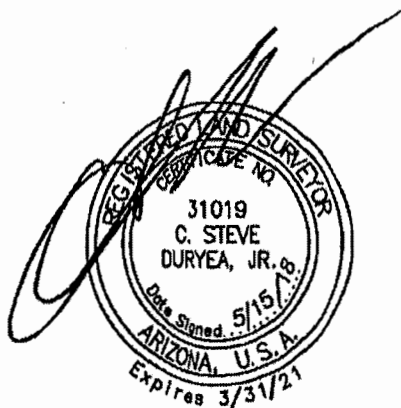
THENCE NORTH 89 DEGREES 21 MINUTES 27 SECONDS EAST, 95.00 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 21 SECONDS EAST, 75.00 FEET;

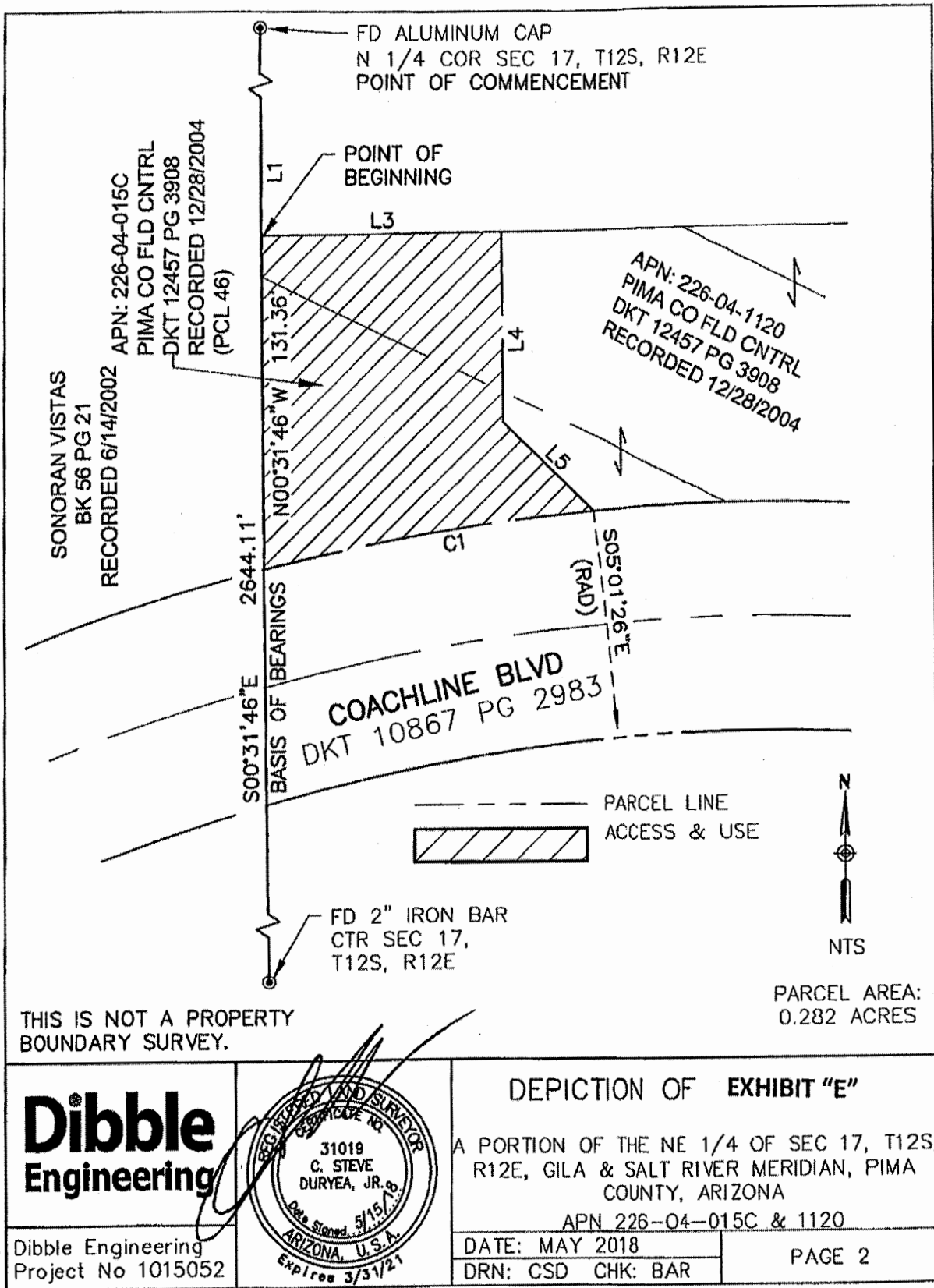
THENCE SOUTH 45 DEGREES 38 MINUTES 21 SECONDS EAST, 50.71 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COACHLINE BOULEVARD AND A NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 05 DEGREES 01 MINUTES 26 SECONDS EAST;

THENCE WESTERLY, ALONG AND WITH SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 845.00 FEET, THROUGH A CENTRAL ANGLE OF 09 DEGREES 00 MINUTES 27 SECONDS, AN ARC LENGTH OF 132.84 FEET TO THE AFORESAID NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 17;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG AND WITH SAID NORTH-SOUTH MID-SECTION LINE, NORTH 00 DEGREES 31 MINUTES 46 SECONDS WEST, 131.36 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 0.282 ACRES OF LAND, MORE OF LESS.



FILE:\PROJECTS\2015\1015052\04 E Rio Reporan Restoration\CAU\EXHIBITS\APN 226-04-0150 ESUT.dwg DATE: May, 15 2018 TIME: 12:12 PM



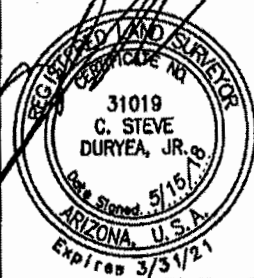
FILE:\PROJECTS\2015\1015052\04 B Rio Riparian Restoration\CAD\EXHIBITS\APN 226-04-0150 ESBT.dwg DATE: May, 15 2018 TIME: 12:12 PM

CURVE DATA TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	132.84'	845.00'	9°00'27"

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S00°31'46"E	1322.05'
L3	N89°21'27"E	95.00'
L4	S00°38'21"E	75.00'
L5	S45°38'21"E	50.71'

Dibble Engineering

Dibble Engineering
Project No 1015052



DEPICTION OF EXHIBIT "E"

A PORTION OF THE NE 1/4 OF SEC 17, T12S,
R12E, GILA & SALT RIVER MERIDIAN, PIMA
COUNTY, ARIZONA

APN 226-04-015C & 1120

DATE: MAY 2018

DRN: CSD CHK: BAR

PAGE 3

EXHIBIT F

Drainage Easement to be Deeded from District to Marana

DRAINAGE EASEMENT

For valuable consideration the Pima County Flood Control District, a political taxing subdivision of the State of Arizona ("Grantor") does hereby convey to, Town of Marana, a municipal corporation ("Grantee"), a perpetual, non-exclusive easement for the construction and maintenance of drainage improvements over, under and across the property described on the attached **Exhibit A** (the Property).

Cultural Resources Compliance. Consistent with Pima County Board of Supervisors Policy No. C 3.17, Grantee, its employees, contractors and agents shall comply with all applicable federal, state and local cultural resources and historic preservation statutes, regulations, ordinances, policies and guidelines prior to and during any ground disturbance within the Easement area. Grantee shall coordinate with the Pima County Office of Cultural Resources and Historic Preservation when planning and designing construction and when implementing cultural resource compliance activities. Grantee is solely responsible for all costs related to cultural resource compliance activities arising from Grantee's activities within the Easement area.

Indemnity. Grantee shall indemnify, defend and hold Grantor harmless from any and all present or future claims, demands and causes of action in law or equity caused by the negligent or intentionally wrongful acts of Grantee's agents, employees or contractors in connection with Grantee's use of the Easement area.

County Ordinances Compliance. Grantee shall be subject to all County ordinances now in force or hereafter adopted. Grantee shall use and operate its Facilities within the Easement Area in accordance with all regulations applicable to the use of public rights-of-way. Grantee agrees that it will not assert any claim against the County that the provisions of this easement or any applicable County ordinance or regulation in force at the time of execution of this easement are unreasonable, arbitrary or void.

Relocation of Facilities. If subsequent to construction, Grantor, pursuant to Grantor's public use of the Easement Area, would require relocation of the facilities, Grantor may require Grantee to relocate all or any portion of the Facilities on Grantor's Property as is necessary to accommodate Grantor's actual or proposed public use of the Easement Area

Agent: TM	File #: Acq-0806	S/T/R: 17/12/12	P [X] De [] Do [] E []

that is incompatible or inconsistent with this Easement. In such event Grantor shall give written notice to Grantee of such public use, and Grantee will relocate all or any portion of the Facilities as specified in the notice as expeditiously as possible, but no later than 120 days after receipt of the notice. Grantor shall make all reasonable effort to allow an easement on Grantor's property at no cost to Grantee. Facility relocation costs shall be at Grantee's sole expense and to the satisfaction of Grantor; provided that there shall be no additional cost to Grantee for the value of the new easement area. Grantee waives any claim to compensation or reimbursement from Grantor for any relocation costs. If Grantee fails to relocate the Facilities as provided herein, Grantee shall be responsible for delay costs as provided in Pima County Ordinance 10.50.060.

Restriction. By accepting the Easement Area, the Grantee, for itself, himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.

Succession. All grants, covenants and conditions of this easement shall inure to the benefit of and be binding upon the successors in interest to the County and Grantee.

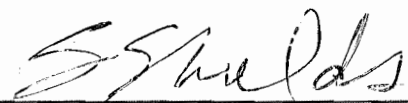
Effective. This easement shall not be effective for any purpose until the acceptance of Grantee is endorsed herein in writing.

Executed and delivered this _____ day of _____, 2019.

APPROVED AS TO CONTENT:

GRANTOR: Pima County Flood Control District, a political taxing subdivision of the State of Arizona

By:



Suzanne Shields, P.E.
Director, Pima County
Flood Control District

By:

Neil Konigsberg, Manager,
Real Property Services

Agent: TM	File #: Acq-0806	S/T/R: 17/12/12	P [X] De [] Do [] E []

STATE OF ARIZONA)

) SS

COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this ____ day of

© 2019 by Neil Konigsberg, Manager, Real Property Services.

My Commission Expires

Notary Public

Agent: TM	File #: Acq-o8o6	S/T/R: 17/12/12	P [X] De [] Do [] E []

29 January 2019

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Northeast One-Quarter of Section 17, Township 12 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the North 1/4 corner of said Section 17, a 60D nail (per Pima County Survey corner reference records) to which the center quarter a 2" Open Pipe , bears South 00°31'48" East a distance of 2644.07 feet;

THENCE along the west line of said Northeast 1/4, South 00°31'48" East a distance of 1546.35 feet to a point on the south right of way line of Coachline Boulevard;

THENCE continuing along said east line South 00°31'48" East a distance of 25.75 feet to a point on a line 25.00 feet south of and parallel with said south right of way line, being a point on a curve concave to the southeast having a radius of 730.00 feet and to which a radial line bears North 16°13'25" West;

THENCE along said curve to the right through a central angle of 02°57'13" an arc distance of 37.63 feet to the **POINT OF BEGINNING**;

THENCE continuing along said parallel line and said 730.00 foot radius curve to the right through a central angle of 04°20'41" an arc distance of 55.36 feet;

THENCE along a radial line South 08°41'08" East a distance of 10.19 feet;

THENCE South 28°47'53" West a distance of 9.28 feet;

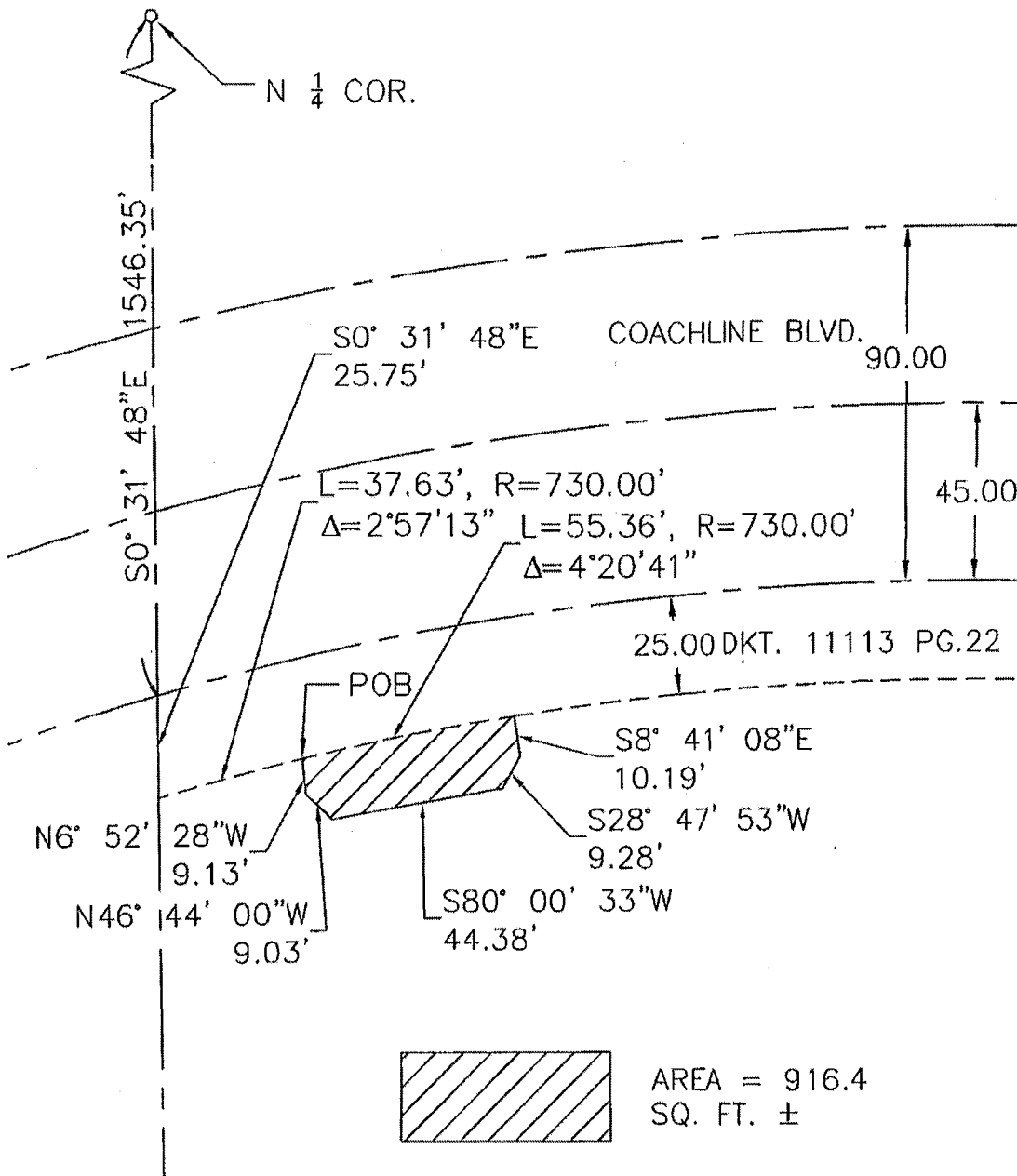
THENCE South 80°00'33" West a distance of 44.38 feet;

THENCE North 46°44'00" West a distance of 9.03 feet;

THENCE North 06°52'28" West a distance of 9.13 feet to the **POINT OF BEGINNING**.



DEPICTION OF EXHIBIT "A"



PIMA COUNTY SURVEY

A PORTION OF THE NORTHEAST QUARTER OF
SECTION 17, TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 40'

Date: 22 January 2019

Drawn By: DRT

Sheet 2 of 2

EXHIBIT G

Land to be Deeded from Marana to District in Fee

May 23, 2019
Psomas #7PFC180101

EXHIBIT "G" LEGAL DESCRIPTION

A portion of the Town of Marana parcel described as Parcel No. 1 in Sequence No. 20030880197, Records of Pima County, Arizona, located in the southeast one-quarter of Section 8, Township 12 South, Range 12 East, Gila and Salt River Meridian, Town of Marana, Pima County, Arizona, described as follows:

COMMENCING at the southeast corner of said Section 8, monumented by a 3" Aluminum Cap stamped "PLS 21782 T12S R12E 8 9 17 16 2010", from which a ½" Rebar with "RLS 25405" tag at the east one-sixteenth corner of the southeast one-quarter of said Section 8 bears North 0°34'23" West (basis of bearing for this legal description) a distance of 1319.19 feet;

THENCE upon the south line of said southeast one-quarter, South 89°23'06" West a distance of 991.05 feet to **POINT OF BEGINNING**, being the southeast corner said Town of Marana parcel, also being the southwest corner of the Pima County Flood Control parcel described in Sequence No. 20090300632;

THENCE continuing upon the south line of said southeast one-quarter, also being the south line of said Town of Marana parcel, South 89°23'06" West a distance of 758.64 feet;

THENCE North 54°39'44" West a distance of 1102.55 feet to the west line of said southeast one-quarter, also being the west line of said Town of Marana parcel;

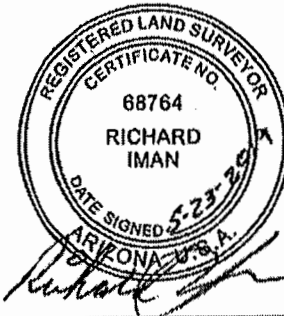
THENCE upon said west line North 0°35'34" West a distance of 667.90 feet to a ½" Rebar with "RLS 26928" tag at the west one-sixteenth corner of said southeast one-quarter, being the northernmost corner of said Town of Marana parcel, also being the northwest corner of said Pima County Flood Control parcel;

THENCE upon the common line between said Town of Marana parcel and said Pima county Flood Control parcel, South 52°04'17" East a distance of 2110.75 feet to the **POINT OF BEGINNING**, containing an area of 18.3 acres, more or less.

See Depiction of Exhibit A attached hereto and made a part hereof.

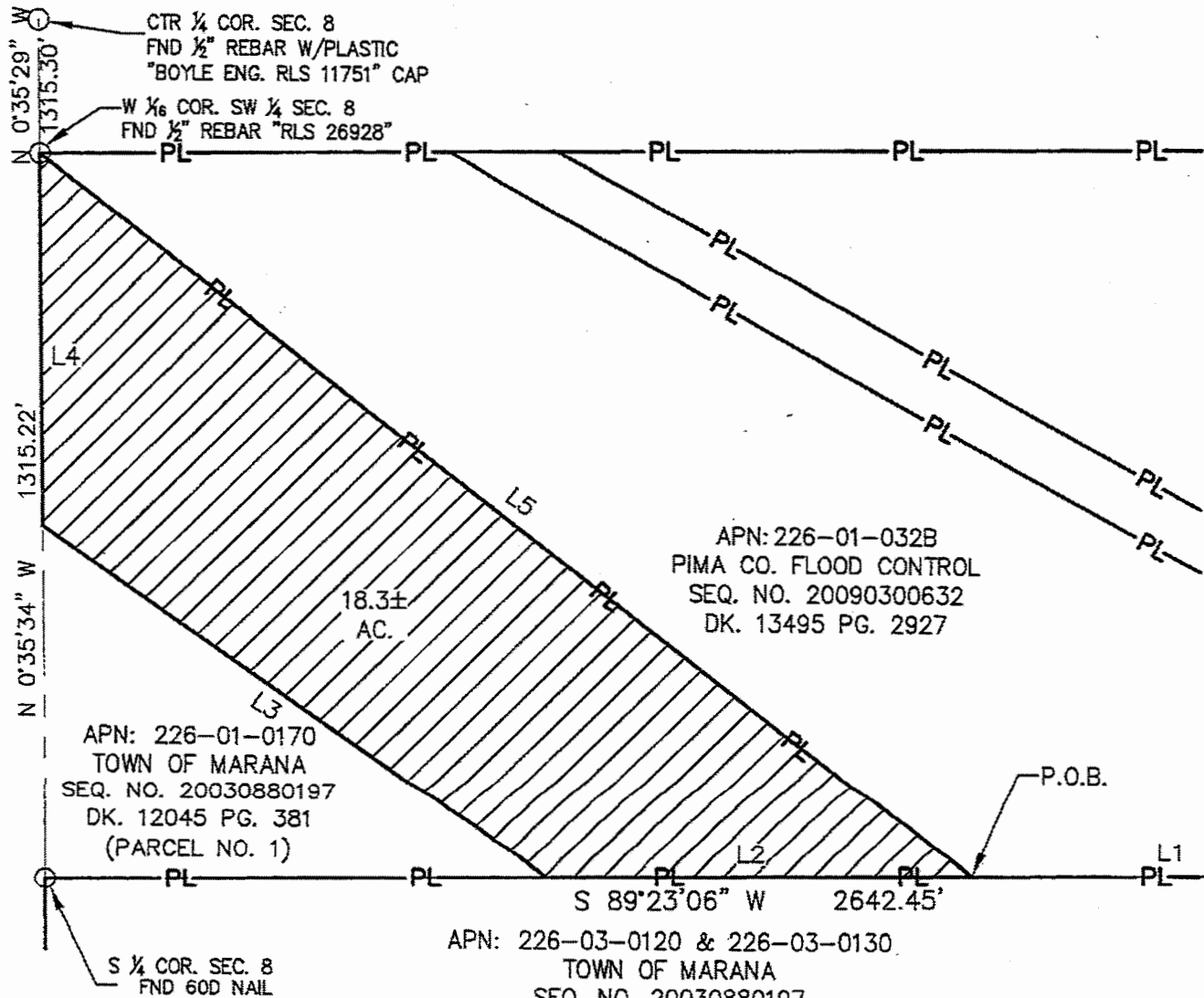
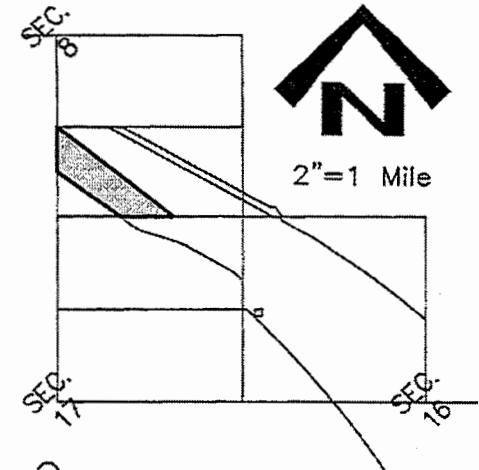
Prepared by:

Psomas,



Richard Iman, AZ. R.L.S. 68764

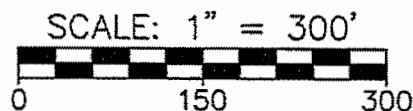
TWP-12-S, RNG-12-E



	BEARING	DISTANCE
L1	S 89°23'06" W	991.05'
L2	S 89°23'06" W	758.64'
L3	N 54°39'44" W	1102.55'
L4	N 0°35'34" W	667.90'
L5	S 52°04'17" E	2110.75'

PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com



7PFC180101

DATE: MAY, 2019

DRAWN BY: RJJ

DEPICTION OF EXHIBIT "G"

A PORTION OF THE TOWN OF MARANA TRACT DESCRIBED AS PARCEL NO. 1 IN SEQUENCE NO. 20030880197, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

May 23, 2019
Psomas #7PFC180101

EXHIBIT "G" LEGAL DESCRIPTION

A portion of the Town of Marana parcel described as Parcel No. 2 in Sequence No. 20030880197, Records of Pima County, Arizona, located in the north one-half of the northeast one-quarter of Section 17, Township 12 South, Range 12 East, Gila and Salt River Meridian, Town of Marana, Pima County, Arizona, described as follows:

BEGINNING at the northeast corner of said Section 17, monumented by a 3" Aluminum Cap stamped "PLS 21782 T12S R12E 8 9 17 16 2010", from which a $\frac{5}{8}$ " Rebar with "RLS 21782" tag at the east one-quarter corner of said Section 17 bears South $0^{\circ}33'19"$ East (basis of bearing for this legal description) a distance of 2641.44 feet;

THENCE upon the east line of said northeast one-quarter, South $0^{\circ}33'19"$ East a distance of 926.20 feet to a point on the arc of a non-tangent curve, concave to the southwest, a radial line of said curve through said point bears North $51^{\circ}08'57"$ East;

THENCE northwesterly upon the arc of said curve, to the left, having a radius of 600.00 feet and a central angle of $21^{\circ}35'16"$ for an arc length of 226.07 feet;

THENCE North $60^{\circ}26'19"$ West a distance of 523.95 feet to a point of curvature of a tangent curve, concave southerly;

THENCE northwesterly upon the arc of said curve, to the left, having a radius of 1900.00 feet and a central angle of $13^{\circ}09'18"$ for an arc length of 436.24 feet;

THENCE North $73^{\circ}35'37"$ West a distance of 414.60 feet to a point of curvature of a tangent curve, concave northeasterly;

THENCE northwesterly upon the arc of said curve, to the right, having a radius of 300.00 feet and a central angle of $18^{\circ}55'54"$ for an arc length of 99.12 feet;

THENCE North $54^{\circ}39'44"$ West a distance of 299.52 feet to the north line of the northeast one-quarter of said Section 17;

THENCE upon said north line, North $89^{\circ}23'06"$ East a distance of 1749.69 feet to the **POINT OF BEGINNING**, containing an area of 17.3 acres, more or less.

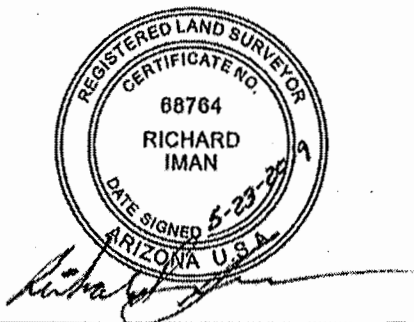
See Depiction of Exhibit A attached hereto and made a part hereof.

PSOMAS

333 E. Wetmore Road, Suite 450, Tucson, AZ 85705
Phone: 520.292.2300 Fax: 520.292.1290

Prepared by:

Psomas



Richard Iman, AZ. R.L.S. 68764

T:\7PFC180101\SURVEY\LEGALS\NE4Sec17.dwg 8.5x11 Landscape Last Saved: 5/23/2019 10:02:47 AM Plotted: 5/23/2019 By: Richard Iman

APN: 226-01-0170
TOWN OF MARANA
SEQ. NO. 20030880197
DK. 12045 PG. 381
(PARCEL NO. 1)

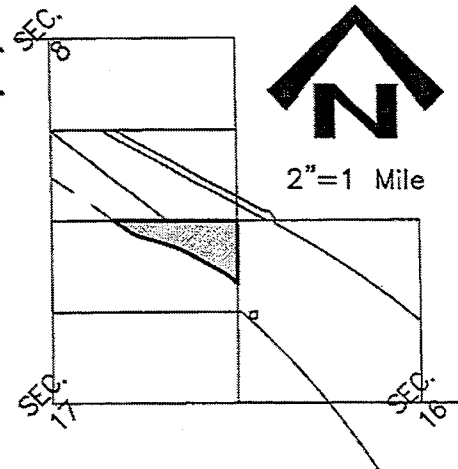
APN: 226-01-032B
PIMA CO. FLOOD CONTROL
SEQ. NO. 20090300632
DK. 13495 PG. 2927

P. O. B.
NE COR. SEC. 17
FND 3" ALUMINUM CAP
STAMPED "PLS 21782 T12S
R12E 8 9 17 16 2010"

TWP-12-S, RNG-12-E



2"=1 Mile



N ¼ COR. SEC. 17
FND 60D NAIL

APN: 226-03-0130
TOWN OF MARANA
SEQ. NO. 20030880197
DK. 12045 PG. 381
(PARCEL NO. 2)
N ½ OF THE NE ¼ SEC. 17,
T12S, R12E, G&SRM

APN: 226-08-007L
PIMA CO. FLOOD CONTROL
SEQ. NO. 91127926
DK. 9139 PG. 461

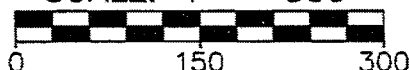
	BEARING	DISTANCE
L1	S 0°33'19" E	926.20'
L2	N 60°26'19" W	523.95'
L3	N 73°35'37" W	414.60'
L4	N 54°39'44" W	299.52'
L5	N 89°23'06" E	1749.69'

	R	L	Δ	CB	CL
C1	600.00'	226.07'	21°35'16"	N 49°38'41" W	224.73'
C2	1900.00'	436.24'	13°09'18"	N 67°00'58" W	435.28'
C3	300.00'	99.12'	18°55'54"	N 64°07'40" W	98.68'

PSOMAS

333 E. Weimore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

SCALE: 1" = 300'



A PORTION OF THE TOWN OF MARANA TRACT DESCRIBED AS PARCEL NO. 2 IN SEQUENCE NO. 20030880197, RECORD OF PIMA COUNTY, ARIZONA, LOCATED IN THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

DEPICTION OF EXHIBIT "G"

7PFC180101

DATE: MAY, 2019

DRAWN BY: RJJ

PAGE 3 OF 3

<p>PIMA COUNTY REAL PROPERTY SERVICES</p> <p>PROJECT: Exchange Agreement</p> <p>PARTIES: Pima County Regional Flood Control District, a political taxing subdivision of the State of Arizona and the Town of Marana, an Arizona municipal corporation</p> <p>FUNDING: N/A</p>	
---	--

EXCHANGE AGREEMENT

1. **Parties; Effective Date.** This Exchange Agreement (the "**Agreement**") is between, Pima County Flood Control District, a political taxing subdivision of the State of Arizona ("District"), and Town of Marana, an Arizona municipal corporation ("**Town**"). This Agreement will become effective on the date when all the parties have signed it (the "**Effective Date**"). The District is deemed to have signed the Agreement on the date the Chair of the Pima County Regional Flood Control District Board of Directors signed it. The Town is deemed to have signed the Agreement on the date the Mayor or his designee of the Town has signed it.

2. **Exchange of Properties.** The parties acknowledge that they have executed, on or near the same date as this Agreement, an Intergovernmental Agreement Between the Pima County Flood Control District and the Town of Marana for the El Rio Preserve Bank Protection Project ("the **El Rio Preserve IGA**").

2.1. District agrees to convey to Town immediately following execution of this Agreement, in fee title, the property described and depicted in **Exhibit E** of the El Rio Preserve IGA.

2.2. District agrees to convey to Town immediately following execution of this Agreement the drainage easement described and depicted in **Exhibit F** of the El Rio Preserve IGA, using the form provided in that exhibit. **Exhibits E and F** of the El Rio Preserve IGA are referred to in this Agreement collectively as the "**District Property**".

2.3. Town agrees to convey to District immediately following execution of this Agreement, in fee title, the two properties described and depicted in **Exhibit G** of the El Rio Preserve IGA (the "**Town Property**").

2.4. District and Town will exchange the District Property and the Town Property pursuant to A.R.S. § 11-251(44) (the "**Exchange**"). The District shall publish notice thirty days before the Exchange, listing the ownership and description of the Town Property and the District Property.

3. **Equivalent Value.** The parties acknowledge that the value of the District Property shall be approximately equivalent to the value of the Town Property and that no cash amounts will be due and owing from either party to the other as a result of the Exchange.

4. **Vacant Land.** The parties acknowledge that the Town Property and the District Property are vacant land and that no personal property is being transferred.

5. **Inspection Rights.**

5.1. Access and Possession. Upon execution of this Agreement and until Closing, each party hereby grants permission to the other party, that party's representatives, and that party's authorized agents to enter the other party's property for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Each party shall deliver possession on the date of Closing

5.2. Inspection. Each party will permit the other party to conduct such inspections of the others property as deemed necessary to determine the environmental condition of the property. If the investigations reveal the presence of contamination or the need to conduct environmental cleanup, each party will conduct a cleanup of its property adequate to bring the property into compliance prior to closing or the other party may terminate this Agreement.

6. **Escrow.** Pima County Real Property Services will act as Escrow Agent for this Exchange and will record the signed deeds. Closing will occur within thirty (30) days after the execution of the agreement by County.

7. **Closing Documents.**

7.1. Town will execute and deliver to District Special Warranty Deeds conveying title to the Town Property to District and will deliver the recorded deeds to District.

7.2. District will execute and deliver to Town a Special Warranty Deed and a drainage easement conveying title and rights described above to the District Property to Town and will deliver the recorded deed and easement to Town.

8. Representations.

8.1. Each party represents that, to the best of its knowledge (i) no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used, or are located on its property or within any surface or subsurface waters thereof; (ii) that no underground tanks have been located on its property; (iii) that its property is in compliance with all federal, state, and local environmental laws, regulations, and ordinances; and (iv) that no legal action of any kind has been commenced or threatened with respect to its property.

8.2. Subject only to the representations of the parties in this section, each party acknowledges that neither party has made any representations or warranties of any nature to the other, and the property interests acquired by each party are acquired "AS IS" and "WHERE IS," with all faults and limitations, and all defects, latent or otherwise. Each party who is the grantee of the interests subject to this Agreement further represents to the other that it has fully and completely examined the property, conducted inspections thereof, including environmental assessments to the extent such grantee has felt necessary or advisable, and releases the other party from any and all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

9. **No Leases.** Each party represents that there are no oral or written leases, rental agreements, licenses, permits, or any other agreements permitting a third party to use or occupy all or any portion of its property.

10. **Conflict of Interest.** This Agreement is subject to cancellation within three years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of District or Town is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

11. **Survival of Representation and Warranties.** All representations and warranties contained herein survive the closing for ten years.

12. **Entire Agreement.** This signed document constitutes the entire Agreement between the parties, and no modification or amendment to this Agreement will be binding unless in writing and signed by both parties.

13. **Remedies.** If either party defaults under this Agreement, the other party may pursue all rights and remedies available at law or in equity.
Each Party is signing this agreement on the date stated opposite that Party's signature.

COUNTY: PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona:

Chairman, Board of Directors

Date

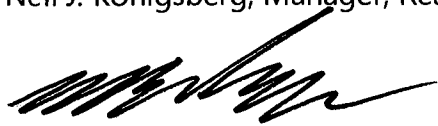
ATTEST:

Clerk of Board

Date

APPROVED AS TO CONTENT:

Neil J. Konigsberg, Manager, Real Property Services

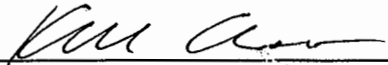


Carmine Debonis, Deputy County Administrator, Public Works

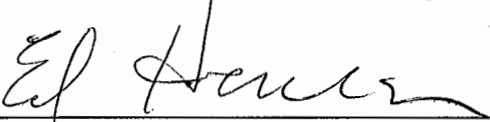


Suzanne Shields, P.E. Director, Flood Control District

APPROVED AS TO FORM:



Kell Olson, Deputy County Attorney

Town of Marana, an Arizona municipal corporation:


Mayor


12/18/2019
Date

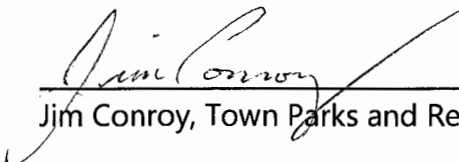
ATTEST:


Town Clerk

12/19/2019
Date

APPROVED AS TO CONTENT:


Keith Brann, Town Engineer


Jim Conroy, Town Parks and Recreation Director

APPROVED AS TO FORM:


Frank Cassidy, Town Attorney

RESOLUTION NO. 2019-124

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE PIMA COUNTY FLOOD CONTROL DISTRICT AND THE TOWN OF MARANA FOR THE EL RIO PRESERVE BANK PROTECTION PROJECT

WHEREAS the Town is designing the El Rio Riparian Restoration Project, Marana Project No. PK026, proposing the eventual construction of two ponds and various pathways and related park amenities at the El Rio Preserve; and

WHEREAS Town staff has negotiated an intergovernmental agreement with the Pima County Flood Control District for the El Rio Preserve Bank Protection Project, PCRFCFCD Project No. 5LKMNA, which will provide bank protection for the El Rio Preserve; and

WHEREAS Exhibit D to the intergovernmental agreement is a land exchange agreement between the Pima County Flood Control District and the Town of Marana, for the transfer of certain property rights from the Pima County Flood Control District to the Town of Marana as needed for the El Rio Riparian Restoration Project in exchange for the transfer of certain property rights from the Town of Marana to the Pima County Flood Control District as needed for the El Rio Preserve Bank Protection Project; 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 as follows:

Section 1. The intergovernmental agreement between the Pima County Flood Control District and the Town of Marana in substantially the form included with the agenda backup material accompanying this resolution is hereby approved and the Mayor is authorized to sign it for and on behalf of the Town of Marana.

Section 2. The land exchange agreement between the Pima County Flood Control District and the Town of Marana in substantially the form included with the agenda backup material accompanying this resolution is hereby approved and the Mayor is authorized to sign it for and on behalf of the Town of Marana.



December 20, 2019

Kell L. Olson
Deputy Pima County Attorney
Pima County Attorney's Office, Civil Division
32 North Stone Ave., Suite 2100
Tucson, Arizona 85701

RE: Intergovernmental Agreement for the El Rio Preserve Bank Protection Project

Dear Mr. Olson,

Enclosed are two partially executed original intergovernmental agreements between the Town of Marana and Pima County Flood Control for the El Rio Preserve Bank Protection Project. The Marana Town Council approved Resolution No. 2019-124 adopting this agreement at the December 17, 2019 regular council meeting. I have attached a copy of the authorizing resolution for your records.

Please have both partially executed originals signed by the Board of Supervisors and then return one fully executed original back to our office. Should you have any questions please feel free to contact me at (520) 382-1962 or hhiser@maranaaz.gov.

Regards,

A handwritten signature in black ink, appearing to read "Hilary H. Hiser".


Hilary H. Hiser
Deputy Town Clerk

Enclosures (3)

IGA for the El Rio Bank Protection Project (2 originals)
Copy Resolution No. 2019-124


Section 3. The Town Manager and staff are hereby directed and authorized to sign all other documents and undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of this resolution and the agreements it approves.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of December, 2019.




Mayor Ed Honea

ATTEST:


Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:


Frank Cassidy, Town Attorney