

COB - BOSAIR FORM

06/26/2026 7:54 AM (MST)

Submitted by Michelle.Guardado@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO TR PO2600020471

Award Type:	Contract
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	07/14/2026
Supplier / Customer / Grantor / Subrecipient:	GAC Star Valley LLC
Project Title / Description:	Development Agreement – Camino Verde and Valencia Intersection Improvements, Pima County, Arizona
Purpose:	This Development Agreement will allow the County to use West Service Area Impact Fees to reimburse the Developer for intersection improvements required by the Star Valley Block 3 Development and associated Traffic Impact Study which include roadway widening of both Valencia and Camino Verde Roads to accommodate the addition of new turn lanes, drainage and traffic signal infrastructure.
Procurement Method:	Misc. Contracts: This Contract is a non Procurement contract and not subject to Procurement rules.
Procurement Method Additional Info:	NA
Program Goals/Predicted Outcomes:	The Project will provide the following: <ul style="list-style-type: none"> - New dual left-turn lanes on Valencia Road, both directions - New dual right-turn lanes for Camino Verde Road, northbound only - Widening Camino Verde Road north and south of the intersection to accommodate two additional travel lanes
Public Benefit and Impact:	The traveling public will experience less traffic delays with the additional capacity at the intersection.
Strategic Plan Pillar	<ul style="list-style-type: none"> • Infrastructure & Growth
Support of Prosperity Initiative:	<ul style="list-style-type: none"> • 8. Prioritize Transportation Options to Connect Disadvantaged Communities to Jobs and Resources
Provide information that explains how this activity supports the selected Prosperity Initiatives	Project improves transportation access to jobs and resources in areas that include disadvantaged communities.

Metrics Available to Measure Performance:

The performance will be measured by successful construction of project improvement.

Retroactive:

NO

Contract / Award Information

Record Number: PO TR PO2600020471

Document Type:

PO

Department Code:

TR

Contract Number:

PO2600020471

Commencement Date:

07/14/2026

Termination Date:

07/14/2051

Supplier / Subrecipient Headquarters Location

Scottsdale, Arizona

* Headquarters information is not a consideration for awards

Total Expense Amount:

\$3,200,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required:

Roadway Development Impact Fees - West Service Area

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Contract is fully or partially funded with Non-Federal Grant Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department:

Transportation

Name:

Jonathan Crowe (Admin Contact: Michelle Guardado, 520-724-2663)

Telephone:


520-724-6410

Add Procurement Department Signatures


No

Add GMI Department Signatures

No

Department Director Signature:  _____ Date: 6/26/2026 | 10:12 AM MST

Deputy County Administrator Signature:  _____ Date: 6/26/2026 | 1:28 PM MST

County Administrator Signature:  _____ Date: 6/28/2026 | 10:11 AM MST

WHEN RECORDED MAIL TO:

GAC Star Valley, LLC
c/o Sunbelt Holdings
6720 N. Scottsdale Road, Suite 250
Scottsdale, AZ 85253-4424
Attention: Sean T. Walters

Development Agreement

Camino Verde and Valencia Intersection Improvements, Pima County, Arizona

This DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into this _____ day of _____ 2026 by and between GAC Star Valley, LLC, an Arizona limited liability company (the “**Developer**”), and Pima County, a body politic and political subdivision of the State of Arizona (the “**County**”). The Developer and the County are sometimes collectively referred to as the “**Parties**,” either of which is sometimes individually referred to as a “**Party**.”

Recitals

- A. A.R.S. § 11-1101 authorizes the County to enter into development agreements with landowners and persons having an interest in real property that is located in the County (the “**Property**”).
- B. Developer is the owner of real property within the Star Valley master planned community located in the County.
- C. As part of the development of Star Valley Block 3, the Traffic Impact Study, number P21TP00012, dated December 12, 2021, identified the need for certain off-site improvements, including multiple lanes at the Valencia Road/Camino Verde Road intersection, as shown in P23SC000003, as amended by the Traffic Addendum prepared by Psomas and designated as Project No. 7SVD240101.
- D. The Developer prepared and submitted to the County improvement plans for the Project, as described on Schedule 1 attached hereto and incorporated herein (the “**Approved Plans**”). The improvements shown on the Approved Plans are referred to herein as the “**Project**.”
- E. On August 13, 2024, the Pima County Board of Supervisors approved a development agreement for the acquisition of off-site rights-of-way for public improvements (CT2400000015).
- F. On February 18, 2025, the Pima County Board of Supervisors approved the Street Facilities Infrastructure Improvements Plan (“**IIP**”) dated February 4, 2025. The Project is identified in the IIP as Project No. 25 and is located in the West Service Area (as defined in the IIP) with a total cost allocation of \$3,200,000.
- G. The Developer now seeks to construct the Project and be reimbursed with impact fees from the West Service Area Impact Fee Fund (as defined in the IIP).

Agreement

1. **Recitals and Exhibits.** The Recitals stated above and the attached Exhibits attached hereto are incorporated herein by reference into the Agreement.
2. **Obligations of the Developer.**
 - a. **Construction.** Developer will, in accordance with the County's typical process and procedures, obtain any necessary right of way permits from the County for the Project. Developer will cause the project to be constructed in compliance with the Approved Plans and all applicable County standards, and in a good and workmanlike manner. Developer shall design, construct and sequence, or shall arrange for the design, construction and sequencing of the Project, and limited only to those specific improvements required by the IIP, all as outlined in the Approved Plans. Upon completion of the Project, the Developer's engineer shall provide the County as-built drawings and shall certify that the Project was constructed in accordance with the Approved Plans. The Parties agree that the Developer can, at its own expense, subject only to reimbursement from the West Service Area Impact Fee Fund, construct the Project on a negotiated contract basis in lieu of obtaining public bids for the construction of the Project. The Developer will be diligent in negotiating costs for the Project that are reasonable and consistent with the cost of work of similar nature within the County.
 - b. **Warranty.** Developer shall, at the time of completion of the Project, and acceptance thereof by the County, warrant to the County that such Project will be free from any material defects for a period of one (1) year from the date the County accepts the Project.
 - c. **Assurance.** Prior to the date of this Agreement, Developer provided financial assurances to the County demonstrating that funds are available to complete the installation of improvements for the Project required by this Agreement ("**Assurance**").
3. **Obligations of the County.** County will, in accordance with its typical process and procedures, inspect the Project and, if the County finds that the Project was completed in substantial conformance with the Approved Plans and in compliance with all applicable County standards, the County will approve the construction of the Project. County's approval of the construction of the Project shall not be unreasonably withheld, conditioned, or delayed. Upon County's inspection and approval of the construction of the Project, the County shall accept the Project for maintenance and shall thereafter maintain the Project at no cost to Developer.
4. **Eligible Reimbursement Costs.** The costs incurred by or for Developer to design and construct the Project ("**Project Costs**") are eligible for reimbursement from the County, up to but not to exceed \$3,200,000 (the "**Maximum Reimbursement Amount**"). Any Eligible Costs (hereinafter defined) exceeding the Maximum Reimbursement Amount are the financial responsibility of the Developer and are not eligible for reimbursement by Pima County. Project Costs that are eligible for reimbursement by the County ("**Eligible Costs**") are limited to right of way acquisition costs, design and engineering fees and costs, consultant fees and costs, and all hard and soft costs of construction, such as construction materials,

supplies, supervision and labor and excavation, construction management fees, insurance, grading and haul costs, taxes, and testing and permit fees. Project Costs shall be approved in advance by Pima County prior to any request for reimbursement. County hereby approves the categories of Project Costs set forth on Exhibit "A" attached hereto.

5. **Reimbursement.** Upon request for reimbursement of Eligible Costs, County shall reimburse Developer in accordance with its typical process and procedures.

a. Reimbursement Requests. Within thirty days after the end of each calendar quarter, Developer will submit to County a request for reimbursement of Eligible Costs paid by Developer to date, less previous reimbursements paid by County to Developer, together with reasonable supporting documentation (a "**Reimbursement Request**"). Developer's Project Manager is responsible for verifying the accuracy of all invoices submitted by contractors, and will, as part of Developer's Reimbursement Requests, certify that Developer has paid said invoices (less any retention held by Developer) prior to requesting reimbursement from County.

b. Review and Approval of Reimbursement Requests. County will review each Reimbursement Request and shall, within ten (10) business days after its receipt of the Reimbursement Request, provide to Developer a written notice of approval of or objection(s) to the Reimbursement Request. If County objects to a Reimbursement Request, then the County's notice shall include the specific reason(s) for the objection(s) and what actions it is proposing that Developer take to remedy its objection(s). Developer and County will then meet to confer in good faith to address and attempt to resolve such objection(s). If the parties have not resolved all objections within five (5) business days of the notice of objection, then the unresolved objection(s) shall be resolved in accordance with Section 6(m)(ii).

c. Payment of Reimbursement Requests. Once County approves a Reimbursement Request, County will pay the Reimbursement Request within fourteen (14) calendar days after approval (except as set forth below with respect to the final accounting and payment). County will retain 10% of total Eligible Costs until County's approval of the Project in accordance with Section 3 hereof, and such retained amount shall be paid to Developer with the final Reimbursement Request in accordance with Section 5(e) below.

d. Submittal. Developer will submit all Reimbursement Requests to:

Pima County Department of Transportation
1313 S. Mission Road
Tucson, AZ 85713
Attn: Paul Casertano, Deputy Director

e. Final Report and Accounting. Within ninety (90) days after County's approval of the Project in accordance with Section 3 hereof, Developer will submit to County a detailed final accounting statement of the Eligible Project Costs expended on or for the Project, along with a final Reimbursement Request if the Maximum Reimbursement Amount has not yet been paid to Developer. County shall review and approve the final Reimbursement Request in

accordance with the process and timing set forth in Section 5(b) hereof. Once County approves the final Reimbursement Request, it will pay the request within forty-five (45) days of approval. Any objections to the final Reimbursement Request will be resolved in accordance with Section 5(b) above.

6. **General Provisions.**

a. Amendments. This Agreement may be amended, in whole or in part only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The amendment or cancellation shall be recorded in the Office of the Pima County Recorder.

b. Term. The effective date of this Agreement (the “**Effective Date**”) is the date the Agreement is signed by all Parties. This Agreement expires on the 25th annual anniversary of the Effective Date.

c. Authority. The Developer and the County represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The County represents and warrants that it is a duly formed political subdivision of the State of Arizona. The Developer and the County warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

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

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

f. Notices. Any notice to be given or served (and any election to be made or delivered) upon any Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received (or made and delivered) three (3) days after a Certified or Registered letter containing such notice (or selection), properly addressed, with postage prepaid, is deposited in the United States mail; and if given otherwise than by Registered or Certified mail, it shall be deemed to have been given (or made) when delivered to and received by the Party to whom it is addressed. Such notice shall be given to the Parties at the following addresses:

If to County:

County Administrator
Attention: Carmine Debonis
Deputy County Administrator
130 W. Congress, 10th fl
Tucson, Arizona 85701

If to the Developer:

GAC Star Valley, LLC
c/o Sunbelt Holdings
6720 N. Scottsdale Road, Suite 250
Scottsdale, AZ 85253-4424
Attention: Sean T. Walters

A Party may change the address at which the Party shall receive notice pursuant to this Agreement by giving written notice of such new address in the same manner as any other notice shall be given in accordance with this section.

g. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

h. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein.

i. Exhibits. The exhibits in this Agreement are fully incorporated herein as if set forth at length in the body of this Agreement.

j. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Pima County, Arizona, and the Parties hereby waive any right to object to such venue.

k. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. §38-511.

l. No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, agency or other arrangement between the Parties hereto. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation and no such other person, firm, organization or corporation to a Party hereto shall have any right or cause of action, except as specifically set forth herein.

m. Representatives, Mediation, Default and Non-Liability.

i. Representatives. To further the cooperation of the Parties in implementing this Agreement, the County and the Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Developer. The initial representative for the County (the “**County Representative**”) shall be the County Administrator or her designee and the initial representative for the Developer shall be its project manager, as identified by the Developer from time to time (the “**Developer Representative**”). The

representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the construction of the Project.

- ii. Mediation. If a dispute arises out of or relates to this Agreement (such as a dispute pertaining to a Reimbursement Request), or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) calendar days, any of the Parties may request the presiding judge of the Superior Court of Pima County to assign a mediator, or arbitrator that will act as a mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to real estate development. The cost of any such mediation shall be divided equally between the County and the Developer. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.
- iii. Default. Failure or unreasonable delay by any Party to perform any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from another Party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within thirty (30) days, the cure shall be commenced within such period and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any Party which is not timely cured, the non-defaulting Party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting Party is in default and to immediately seek reimbursement from the defaulting Party of all sums expended in order to cure such default, together with interest at the Arizona state statutory judgment rate on all such sums from the date said sums are expended by the non-defaulting Party for the purpose of curing the default to the date such sums are paid in full.
- n. Non-Liability of County and District Officials and Employees and Developer Constituent Parties. Except for mandamus and other special actions, no member, official or employee of the County shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the County or for any amount that may become due to the Developer or successor, or under any obligation under the terms of this Agreement. No partner, member, manager, shareholder, officer, or director of Developer or any of its constituent partners shall be personally liable to the County, or any successor in interest, in the event of any default or breach by Developer or for any amount that may become due to the County or successor, or under any obligation under the terms of this Agreement.
- o. Attorney's Fees. If any Party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled

to reasonable attorneys' fees and court costs, expert witness fees, and other litigation related costs.

- p. Further Assurance. Each Party agrees, at no additional cost or liability, to execute such further documents, instruments and other writings and to perform such acts as either Party may reasonably request in order to fully effectuate the purpose of this Agreement.
- q. Construction. The terms and provisions of this Agreement represent the results of negotiations between County and Developer, each of which has been represented by counsel of its own choosing, and none of which have acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and no Party shall be deemed to have drafted this Agreement for purposes construing any portion of this Agreement for or against any Party.
- r. Severability. If any provision, other than the financing provisions, of this Agreement is declared void or unenforceable, such declaration shall have no effect.
- s. Binding Effect and Recording. This Agreement is binding upon and shall inure to the benefit of the successors, assigns, heirs and personal representatives of Developer and Pima County; provided, however, Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof. In accordance with A.R.S. § 11-1101(E), this Agreement shall be recorded in the Office of the Pima County Recorder within ten (10) days after it has been executed by the Parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written.

PIMA COUNTY:

By: _____
Chair, Pima County Board of Supervisors

Date: _____

Attest: _____
Clerk of the Board

Approved as to form:

By: James L. Harrow
Deputy County Attorney

EXHIBIT A

ESTIMATED PROJECT COSTS

Valencia/Camino Verde Intersection Improvements

Description of Work	Budget
Permits & Fees	\$ 80,097
Mobilization & General Conditions	\$ 297,263
Clearing & Grubbing; Native Plant Salvage	\$ 7,308
Testing & Inspection, Staking, SWPPP	\$ 77,800
Grading & Traffic Control	\$ 440,525
Dry Utilities & Traffic Signal	\$ 794,041
Concrete & Storm Drain	\$ 400,866
Paving	\$ 951,137
Project Signage	\$ 21,950
Overhead (CM Fee & Insurance)	\$ 190,401
Sales Tax (3.965%)	\$ 129,314
Subtotal Construction	\$ 3,390,702
Contingency (5%)	\$ 169,535
Total Construction	\$ 3,560,237
Engineering & Plan Review Fees (Approximate)	\$ 250,500
ROW Acquisition Costs (Approximate)	\$ 45,000
Subtotal Engineering	\$ 295,500
Total Estimated Cost	\$ 3,855,737

Schedule 1

Camino Verde and Valencia Intersection Improvements, Pima County, Arizona

Plan Title: Valencia Road at Camino Verde Intersection Reconstruction

Project No. P235C00003

Prepared by: PSOMAS, stamped 6/2/2026 and Approved: June 19, 2026