

COB - BOSAIR FORM

12/22/2025 9:47 AM (MST)

Submitted by Marianna.Kuglmeier@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.

Award Type: Agenda Item

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 01/20/2026

Project Title / Description: P20RZ00005 TAYLOR ET AL - S. KOLB ROAD REZONING

Agenda Item Report

Introduction / Background: The applicant requests a five-year time extension. The 3.47-acre rezoning was from the SR (AE) (Suburban Ranch - Airport Environ) to the CB-2 (AE) (General Business - Airport Environ) zone, located approximately 1,300 feet south of the intersection of S. Kolb Road and E. Valencia Road. The subject site was rezoned in 2020 and expired October 6, 2025.

Discussion: The rezoning expired on October 6, 2025, and the five-year time extension is requested due to the economic environment not being conducive for project development.

Conclusion: The proposed five-year time extension will allow for a total of 10 years from the original Board of Supervisors approval to complete rezoning conditions for a phased development consisting of 12,800 square feet of shipping container self-storage, a 1,711 square foot manager's office and residence, and 2.49 acres of future RV/boat/auto storage.

Recommendation: Staff recommends APPROVAL of a five-year time extension subject to original and modified standard and special conditions.

Fiscal Impact: 0

Support of Prosperity Initiative: 13. Support Small Business

Provide information that explains how this activity supports the selected Prosperity Initiative This time extension request will allow additional opportunity to permit small business commercial development in the area.

Board of Supervisor District: • 4

Department: Development Services Planning

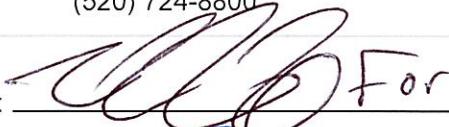
Name:

MARIANNA KUGLMEIER

Telephone:

(520) 724-8800

Department Director Signature:

 M. For

Date:

12/31/05

Deputy County Administrator Signature:

 G. S.

Date:

1/6/2024

County Administrator Signature:

 G.

Date:

1/5/2024



TO: Honorable Steve Christy, Supervisor, District 4

FROM: Thomas Drzazgowski, Deputy Director
Public Works-Development Services Department-Planning Division

DATE: December 30, 2025

SUBJECT: P20RZ00005 TAYLOR ET AL - S. KOLB ROAD REZONING

The above referenced **Rezoning Time Extension** is within your district and is scheduled for the Board of Supervisors' **TUESDAY, JANUARY 20, 2026** hearing.

REQUEST: A **five-year time extension** for an approximate 3.47-acre rezoning from the SR (AE) (Suburban Ranch – Airport Environs) to the CB-2 (AE) (General Business – Airport Environs) zone, located approximately 1,300 feet south of the intersection of S. Kolb Road and E. Valencia Road addressed as **6400 S. Kolb Road**. The subject site was rezoned in 2020 and expired October 6, 2025. (District 4)

OWNER/AGENT: Spargur Kaye Taylor Revoc Living Tr 50% & Taylor Michael Thomas 50%
6300 E Speedway Blvd Apt 1223
Tucson, AZ 85710

DISTRICT: 4

STAFF CONTACT: Marianna Kuglmeier, Planner II

PUBLIC COMMENT TO DATE: As of December 30, 2025, staff has not received any public comment.

STAFF RECOMMENDATION: APPROVAL OF A FIVE-YEAR TIME EXTENSION SUBJECT TO ORIGINAL AND MODIFIED STANDARD AND SPECIAL CONDITIONS

MAEVEEN MARIE BEHAN CONSERVATION LANDS SYSTEM DESIGNATIONS: The site is located outside the Maeveen Marie Behan Conservation Land System (CLS).

TD/MK/DS
Attachments



BOARD OF SUPERVISORS MEMORANDUM

SUBJECT: P20RZ00005

Page 1 of 4

JANUARY 20, 2026 MEETING OF THE BOARD OF SUPERVISORS

TO: HONORABLE BOARD OF SUPERVISORS 

FROM: Thomas Drzazgowski, Deputy Director
Public Works-Development Services Department Planning Division

DATE: December 30, 2025

ADVERTISED ITEM FOR PUBLIC HEARING

REZONING TIME EXTENSION

P20RZ00005 TAYLOR ET AL - S. KOLB ROAD REZONING

Michael Taylor, et al. requests a **five-year time extension** for an approximate 3.47-acre rezoning from the SR (AE) (Suburban Ranch – Airport Environs) to the CB-2 (AE) (General Business – Airport Environs) zone, located approximately 1,300 feet south of the intersection of S. Kolb Road and E. Valencia Road addressed as **6400 S. Kolb Road**. The subject site was rezoned in 2020 and expired October 6, 2025. Staff recommends **APPROVAL OF THE FIVE-YEAR TIME EXTENSION SUBJECT TO THE ORIGINAL AND MODIFIED STANDARD AND SPECIAL CONDITIONS**.

(District 4)

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of a **five-year time extension** to October 6, 2030 for an approximate 3.47-acre rezoning from the SR (AE) (Suburban Ranch – Airport Environs) to the CB-2 (AE) (General Business – Airport Environs) zone subject to modified standard and special conditions as follows:

1. There shall be no further lot splitting or subdividing of residential development without the written approval of the Board of Supervisors.
2. Department of Transportation Condition: Prior to Development Plan approval, written proof of coordination with the City of Tucson is required.
3. Regional Flood Control District condition: At the time of development the developer shall be required to select a combination of Water Conservation Measures from Table B such that the point total equals or exceeds 15 points and includes a combination of indoor and outdoor measures.
4. Environmental Planning condition: Upon the effective date of the Ordinance, the owner shall have a continuing responsibility to remove buffelgrass (*Pennisetum ciliare*) from the property. Acceptable methods of removal include chemical treatment, physical removal, or other known effective means of removal. This obligation also transfers to any future owners of property within the rezoning site and Pima County may enforce this rezoning

condition against the property owner.

5. Adherence to the preliminary development plan (Exhibit B) as approved at public hearing.
6. In the event the subject property is annexed, the property owner shall adhere to all applicable rezoning conditions, including, but not limited to, development conditions which require financial contributions to, or construction of infrastructure, including without limitation, transportation, flood control, or sewer facilities.
7. The property owner shall execute the following disclaimer regarding ~~Proposition 207 rights~~ ~~Private Property Rights Protection Act~~: "Property Owner acknowledges that neither the rezoning of the Property nor the conditions of rezoning give Property Owner any rights, claims or causes of action under the Private Property Rights Protection Act (Arizona Revised Statutes Title 12, chapter 8, article 2.1). To the extent that the rezoning or conditions of rezoning may be construed to give Property Owner any rights or claims under the Private Property Rights Protection Act, Property Owner hereby waives any and all such rights and/or claims pursuant to A.R.S. § 12-1134(l)."

The conditions provided under approved Ordinance 2021-010 for the reporting departments are essentially the same conditions other than minor updates for current condition language.

STAFF REPORT:

Staff supports the five-year rezoning time extension requested by the applicant, which if approved, will allow 10 years to complete rezoning conditions from the initial approval date by extending the expiration date to October 6, 2030. The initial time limit for an approved rezoning is recommended by staff at five years; and five years is typically the maximum interval of staff recommended time extensions. The applicant would like to extend the rezoning time limit because the economic environment has not been conducive for project development and hopes that the future economic and financial opportunities will make the project feasible. The planned shipping container self-storage and RV/boat/auto storage uses are compatible with the Davis Monthan ADC-2 and the nearby warehouse and storage uses in the area. Because of the continued appropriateness of this rezoning, including the rezoning conditions and the site plan layout, staff supports the time extension.

This rezoning consists of approximately 3.47-acre rezoning from the SR (AE) (Suburban Ranch – Airport Environs) to the CB-2 (AE) (General Business – Airport Environs) zone for a phased development consisting of 12,800 square feet of shipping container self-storage, a 1,711 square foot manager's office and residence, and 2.49 acres of future RV/boat/auto storage. The maximum height of the structures will be 24 feet. A 20-foot wide bufferyard "D" is planned adjacent to Kolb Road. No other bufferyards are required.

The parcel is located outside the Maeveen Marie Behan Conservation Lands System (CLS).

The comprehensive plan land use on this parcel is Military Airport (MA). MA provides guidance for compatible land uses that promote the health, safety and welfare of the community along with promoting the long-term viability of Davis Monthan Air Force Base.

There are no rezoning policies applicable to the property. Special Area Policy S-23 ADC-2 (Davis Monthan Air Force Base (DMAFB) Approach-Departure Corridor (ADC) applies to the property which supports the compatibility of non-residential uses with relatively low employment density along with recognizing existing zoning and use allowances for single-family residential as permitted uses. The property is currently developed with an existing family residence. The existing and proposed use conforms to the Military Airport (MA) land use plan designation and Special Area Policy S-23 with a very low number of persons per acre, one family and one on-site manager.

The property is located within a pocket of Pima County properties surrounded by the City of Tucson's jurisdiction. The subject property is bordered to the north by a manufactured home community and a behavioral health facility. A storage facility lies south of the subject parcel and vacant land to the west. East of the property is vacant land.

Due to the continued appropriateness of the storage use, existing single-family residential use and manager's office in the approved PDP, staff supports the time extension along with the original and modified standard special conditions. Additionally, staff finds concurrency of infrastructure per reporting agencies subject to coordination with the Department of Transportation requiring coordination with the City of Tucson and water conservation measures required by Regional Flood Control. The property currently has an on-site sewage disposal system and water is provided by a registered well site adjacent to the property.

Denial of the time extension will cause the site to revert to the SR (AE) zone which would conform to the MA planned land use designation. Closure of the rezoning would not preclude the possibility of a future rezoning.

TRANSPORTATION REPORT

The Department of Transportation has no objection to the rezoning time extension subject to existing Department of Transportation rezoning condition #2.

FLOOD CONTROL REPORT

The Regional Flood Control District (District) offers the following information:

- The subject property is not mapped in a federal or local floodplain and does not have Regulated Riparian Habitat on the property.

The District has no objection to the time extension subject to original rezoning condition #3.

ENVIRONMENTAL PLANNING

Environmental Planning has no objection to this request subject to the existing standard condition #4.

WASTEWATER RECLAMATION REPORT

The Planning Unit of the Pima County Regional Wastewater Reclamation Department (PCRWRD) has stated that the proposed self- and auto-storage facility will utilize a private septic disposal system and, therefore, is subject to Pima County Department of Environmental Quality approval for the septic design.

DEPARTMENT OF ENVIRONMENTAL QUALITY

The Department of Environmental Quality has no objection to the request but provides the following comments:

- The existing septic system needs to be evaluated to ensure it is sized appropriately for the planned expansion.
- Recommend obtaining a shared well agreement for the water source. Plans show they will be sharing a well.

CULTURAL RESOURCES

Cultural Resources has no objection to the request.

UNITED STATES FISH AND WILDLIFE SERVICE

The United States Fish and Wildlife Service has no comment.

RURAL METRO FIRE DEPARTMENT

Rural Metro Fire District has no comment.

TUCSON ELECTRIC POWER

Tucson Electric Power (TEP) has no objection to this rezoning time extension. The site is located within TEP's service territory and will require a new service application from the owner/developer to extend service to the new location.

DAVIS MONTHAN AFB

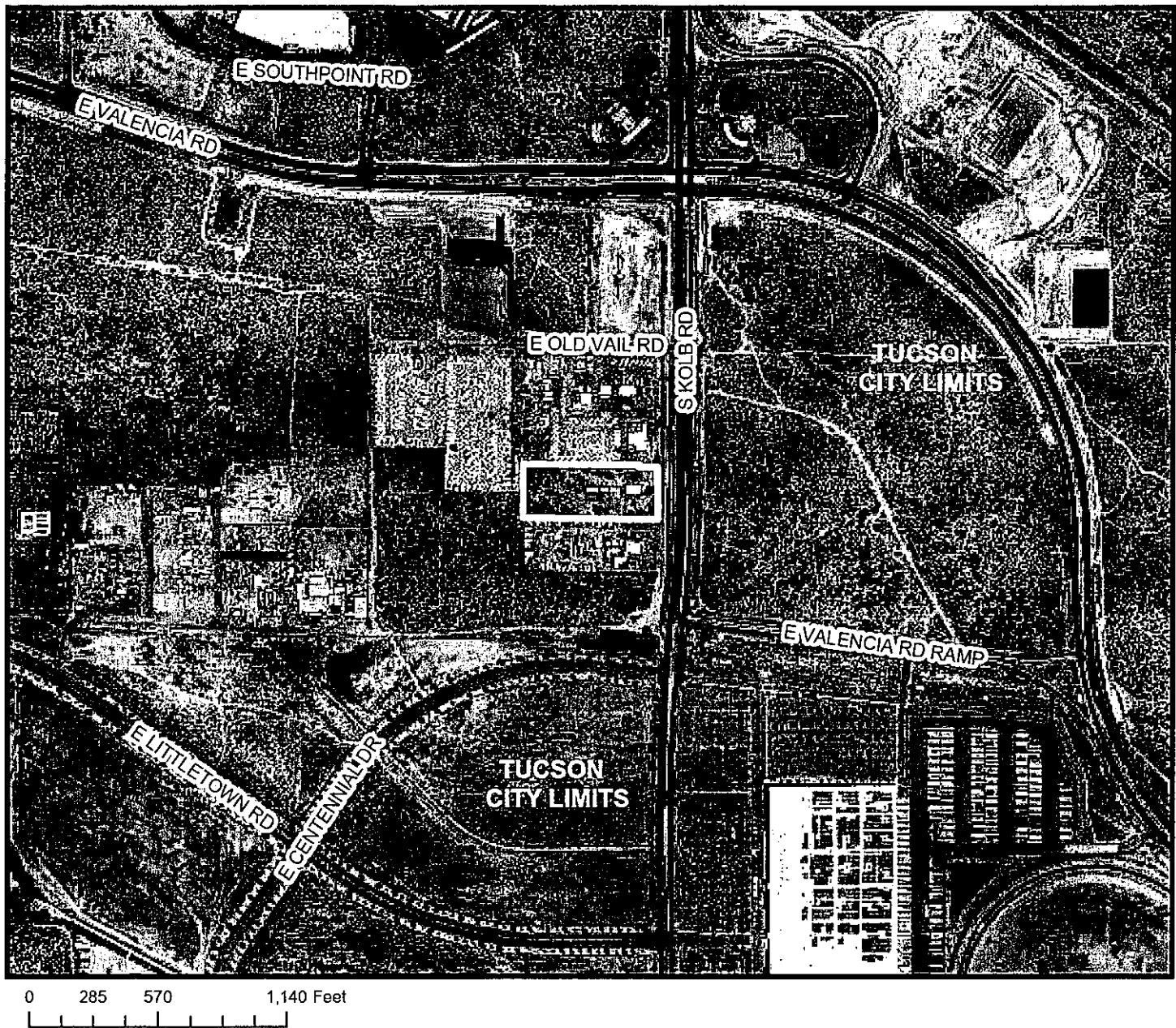
Davis Monthan AFB has no comment.

TD/MK/DS

c: Michael Taylor

Case #: P20RZ00005
Case Name: TAYLOR ET AL - S. KOLB ROAD REZONING
Tax Code(s): 141-03-0500

Aerial Exhibit



PIMA COUNTY DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION



Notes:

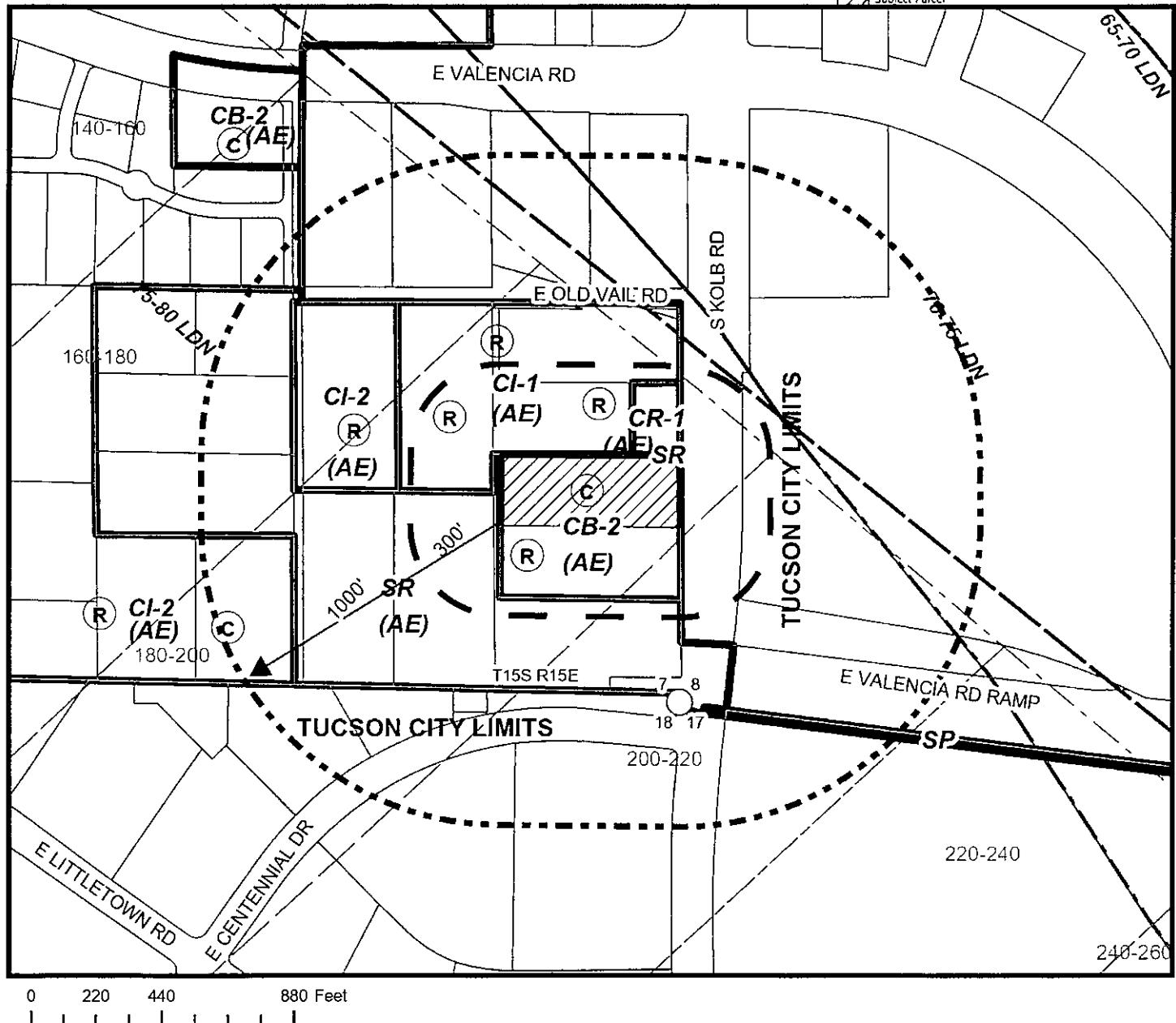
Map Scale: 1:6,000

Map Date: 12/16/2025 - ds



Case #: P20RZ00005
Case Name: TAYLOR ET AL - S. KOLB ROAD REZONING
Tax Code(s): 141-03-0500

 Zoning Boundary
 AE Land Use Overlay Zone
 1000' Notification Area
 300' Notification Area
 Subject Parcel



**PIMA COUNTY DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION**



Notes:

FIVE-YEAR TIME EXTENSION



Base Map(s): 31, 58

Map Scale: 1:6,000

Map Date: 12/16/2025 - ds



Land Use Legend and Map

Military Airport (MA)

Objective: To recognize Davis-Monthan Air Force Base (DMAFB) as a unique and significant factor in shaping the history, character, and economy of Eastern Pima County; provide guidance for future compatible land uses to promote the health, safety and welfare of the community; and, to promote the long-term viability of the base and its missions.

- Residential Gross Density: New residential development is not a compatible use.
- Zoning Districts: Only the following zoning districts shall be allowed:

1. CB-1 Local Business Zone
2. CB-2 General Business Zone
3. CPI Campus Park Industrial Zone
4. CI-1 Light Industrial/Warehousing Zone
5. CI-2 General Industrial Zone
6. SP Specific Plan Zone

S-23 Davis-Monthan Air Force Base (DMAFB) (C, SE)

General location

DMAFB Approach/Departure Corridor (ADC) and Noise Control District (NCD)**Description**

Addresses Davis-Monthan Air Force Base and implements the Davis-Monthan Air Force Base/Tucson/Pima County Joint Land Use Study as accepted by the Board of Supervisors on February 17, 2004.

Davis-Monthan Air Force Base (DMAFB) Approach-Departure Corridor (ADC) and Noise Control District (NCD) Special Area Policies modify underlying allowable land uses and provide for specific development standards in critical mapped areas in DMAFB Accident Potential Zones, Approach-Departure Corridors, and High Noise Areas. Policies ensure future land use is compatible with the health and safety of the citizens of Pima County and promote the long-term viability of the mission of DMAFB.

Mapped policy areas may overlap, for any such location the more restrictive policies apply. Mapped policy areas will be identified on the Comprehensive Plan maps with the labels "ADC-1", "ADC-2" and "ADC-3" for Approach-Departure Corridors, and "NCD-A" and "NCD-B" for Noise Control Districts on the Comprehensive Plan maps.

Policies

Approach-Departure Corridors and Noise Control Districts

- A. Approach-Departure Corridor 1 (ADC-1), consisting of the Accident Potential Zones at the northwestern end of the main Davis-Monthan AFB runway.
- B. Approach-Departure Corridor 2 (ADC-2), consisting of the Accident Potential Zones and the first 30,000 feet of the Approach-Departure Corridor at the southeastern end of the main Davis-Monthan AFB runway.
- C. Approach-Departure Corridor 3 (ADC-3), consisting of the Approach-Departure Corridor from 30,000 to 50,200 feet at the southeastern end of the main Davis-Monthan AFB runway.
- D. Noise Control District B (NCD-B) is the high-noise area inside of the 70 Ldn noise contour, 70 Ldn and greater.
- E. Noise Control District A (NCD-A) is the high-noise area between the 65 Ldn and 70 Ldn noise contours, 65-70 Ldn.

Approach-Departure Corridor 1 (ADC-1)/Accident Potential Zones

- A. ADC-1, recommended compatible uses are those non-residential uses that have relatively low employment density (number of persons per acre). These are primarily industrial uses, along with other uses that have low concentrations of persons, such as certain types of outdoor

recreation. This area has extensive residential uses and properties in the area, as well as existing commercial and industrial areas, and therefore, while these uses are not considered compatible with the safety criteria, the Compatible Land Use Plan recognizes these existing uses and zoned parcels as permitted uses under the Plan. Recommended use standards for this area also reflect the predominantly built-up character of the area, with somewhat smaller lot sizes and greater building coverage than for ADC-2.

Approach-Departure Corridor 2 (ADC-2)/Accident Potential Zones

- A. ADC-2, recommended compatible uses are also those non-residential uses, as described for ADC-1 that have relatively low employment density (number of persons per acre). Although this area has relatively few residential uses and properties in the area, the JLUS Compatible Land Use Plan recognizes these existing uses and zoned parcels as permitted uses under the Plan. In addition, use standards for this area reflect the predominant character of the area, with larger lot sizes and lower building coverage than for ADC-1.

The JLUS recommends that development in the University of Arizona Science and Technology Park which occupies a large portion of the Approach-Departure Corridor in ADC-2 proceed under the Park's own adopted Development Guidelines, provided that density transfers are used within the Park to shift employee density from the northern part of the park to the southern part; and that development of the Park within ADC-2 be limited to employment-generating uses, and specifically that a hotel and child care facilities not be developed within this designation and that the existing high school use be relocated outside ADC-2.

Approach-Departure Corridor 3 (ADC-3)

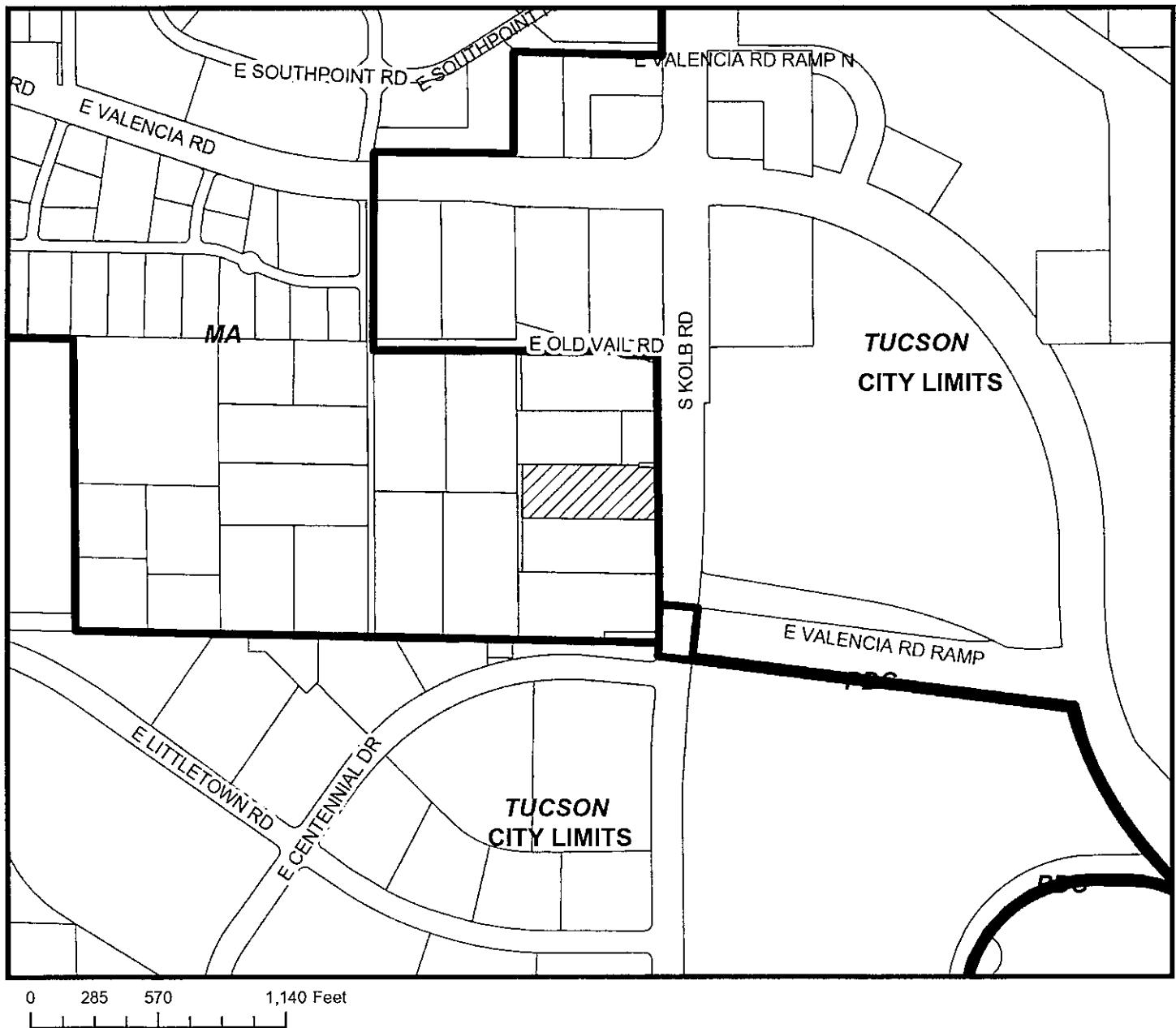
- A. ADC-3, all non-residential uses (except elementary and secondary schools, day care facilities, hospitals, and uses involving significant quantities of hazardous or flammable materials) would be considered compatible; residential uses (including extended care facilities and nursing homes) would not be considered compatible. Performance standards would apply to the non-residential uses, so that a "checkerboard" pattern of development is created, with buildings separated by areas devoted to parking or open space. This "checkerboard" pattern would provide relatively low overall building coverage, while also accommodating the development opportunities in the area.

Noise Control District A (NCD-A) and Noise Control District B (NCD-B) are addressed in the zoning code.

Case #: P20RZ00005
Case Name: TAYLOR ET AL - S. KOLB ROAD REZONING
Tax Code(s): 141-03-0500

Comprehensive Plan Exhibit

 Subject Parcel



PIMA COUNTY DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION



Notes:

FIVE-YEAR TIME EXTENSION

Map Scale: 1:6,000

Map Date: 12/16/2025 - ds



It was moved by Supervisor Miller and seconded by Supervisor Christy to ~~close the~~ public hearing and deny P19RZ00010. No vote was taken at this time.

Supervisor Bronson stated that the rezoning ~~stated~~ the Comprehensive Plan and was located in a growth area. She ~~indicated~~ that the circumstances were unfortunate, as was Pima County's role when the access point was removed.

~~Upon roll call vote, the motion carried 4-1, Chairman Valadez voted "Nay."~~

31. Hearing - Rezoning

P20RZ00005, TAYLOR ET AL. - S. KOLB ROAD REZONING

Request of Michael Taylor, et al., represented by Coronado Engineering and Development, Inc., for a rezoning of approximately 3.47 acres from the SR (AE) (Suburban Ranch - Airport Environs) to the CB-2 (AE) (General Business - Airport Environs) zone located approximately 1,300 feet south of the intersection of S. Kolb Road and E. Valencia Road addressed as 6400 S. Kolb Road. The proposed rezoning conforms to the Pima County Comprehensive Plan which designates the property as Military Airport (MA). On motion, the Planning and Zoning Commission voted 8-0 (Commissioners Cook and Membrila were absent) to recommend APPROVAL SUBJECT TO STANDARD AND SPECIAL CONDITIONS. Staff recommends APPROVAL SUBJECT TO STANDARD AND SPECIAL CONDITIONS. (District 4)

Completion of the following requirements within five years from the date the rezoning request is approved by the Board of Supervisors:

1. There shall be no further lot splitting or subdividing of residential development without the written approval of the Board of Supervisors.
2. Prior to Development Plan approval, written proof of coordination with the City of Tucson is required.
3. Regional Flood Control District condition: At the time of development the developer shall be required to select a combination of Water Conservation Measures from Table B such that the point total equals or exceeds 15 points and includes a combination of indoor and outdoor measures.
4. Environmental Planning condition: Upon the effective date of the Ordinance, the owner shall have a continuing responsibility to remove buffelgrass (*Pennisetum ciliare*) from the property. Acceptable methods of removal include chemical treatment, physical removal, or other known effective means of removal. This obligation also transfers to any future owners of property within the rezoning site and Pima County may enforce this rezoning condition against the property owner.
5. Adherence to the preliminary development plan as approved at public hearing.
6. In the event the subject property is annexed, the property owner shall adhere to all applicable rezoning conditions, including, but not limited to, development conditions which require financial contributions to, or construction of infrastructure, including without limitation, transportation, flood control, or sewer facilities.
7. The property owner shall execute the following disclaimer regarding Proposition 207 rights: "Property Owner acknowledges that neither the rezoning of the Property nor the conditions of rezoning give Property Owner any rights, claims or causes of action under the Private Property Rights Protection Act (Arizona Revised Statutes Title 12, chapter 8, article 2.1). To the extent that the rezoning or conditions of rezoning may be construed to give Property Owner any rights or claims under the Private Property Rights Protection Act, Property Owner hereby waives any and all such rights and/or claims pursuant to A.R.S. §12-1134(I)."

Chris Poirier, Deputy Director, Development Services Department, indicated that this request was for a rezoning from SR to CB-2. He stated that the rezoning would allow for a self-storage operation in an area which contained multiple self-storage operations. He stated that both the Planning and Zoning Commission and staff recommended approval, subject to standard and special conditions.

The Chairman inquired whether anyone wished to address the Board. No one appeared. It was moved by Supervisor Christy, seconded by Supervisor Bronson and unanimously carried by a 5-0 vote, to close the public hearing and approve P20RZ00005, subject to standard and special conditions.

32. Hearing - Rezoning Closure/Time Extension/Modification (Substantial Change) of Conditions

A. Hearing - Rezoning Closure

Co9-99-43, RIVROAD ASSOCIATES, L.L.C. - RIVER ROAD REZONING

Underdown Gary Revoc Trust, et al. represented by Keri Silvyn, request a closure of a 2.05 acre rezoning from SH (Suburban Homestead) to TR (Transitional) zone located on the north side of River Road approximately one-fourth of a mile east of La Cañada Drive and addressed as 1100 W. River Road. The rezoning was conditionally approved in 2000 and expired on October 17, 2010. Staff recommends DENIAL OF THE CLOSURE of the rezoning. (District 3)

Supervisor Bronson inquired whether anyone wished to address the Board. No one appeared. It was moved by Supervisor Bronson, seconded by Supervisor Villegas and unanimously carried by a 5-0 vote, to close the public hearing and approve staff's recommendation for denial of closure of Co9-99-43.

B. Hearing - Rezoning Time Extension

Co9-99-43, RIVROAD ASSOCIATES, L.L.C. - RIVER ROAD REZONING

Underdown Gary Revoc Trust, et al. represented by Keri Silvyn, request two consecutive five-year time extensions. The 2.05 acre rezoning from SH (Suburban Homestead) to the TR (Transitional) zone expired on October 17, 2010. The property is located on the north side of River Road approximately one-fourth of a mile east of La Cañada Drive and addressed as 1100 W. River Road. Staff recommends APPROVAL OF TWO CONSECUTIVE FIVE-YEAR TIME EXTENSIONS SUBJECT TO ORIGINAL AND MODIFIED STANDARD AND SPECIAL CONDITIONS. (District 3)

IF THE DECISION IS MADE TO APPROVE THE REZONING, THE FOLLOWING STANDARD AND SPECIAL CONDITIONS SHOULD BE CONSIDERED:

1. Submittal of a development plan if determined necessary by the appropriate County agencies.
2. Recording of a covenant holding Pima County harmless in the event of flooding.
3. Recording of the necessary development related covenants as determined



Biological Impact Report

(Not Applicable for Rezonings that Require a Site Analysis)

The Biological Impact Report assists staff in assessing a proposed project's potential to impact sensitive biological resources and is required by the Pima County Zoning Code Chapter 18.91. A project's design should conserve these important resources.

This report will include information provided by both Pima County Planning staff (Part I) as well as the applicant (Part II).

Part I. Information Provided by Pima County staff:

Pima County Planning staff will provide the following information for the proposed project site, as applicable:

1. Is the project located in the Maeveen Marie Behan Conservation Lands System? Outside CLS
Any Special Species Management Areas? No
2. Is the project in the vicinity of any of the six Critical Landscape Linkages? No
3. Is the project Designated for acquisition as a Habitat Protection or Community Open Space property? Yes *> 2004 Conservation Bond, DMAFB Environs*
4. Is the project located within the Priority Conservation Area for any of the following species?
 - a. Cactus ferruginous pygmy-owl No
 - b. Western burrowing owl No
 - c. Pima pineapple cactus No
 - d. Needle-spined pineapple cactus No

Part II. Information Provided by the Applicant:

1. Has the owner of the project site had any communications with Pima County about the County potentially acquiring the property?

If yes, provide a summary of those communications: _____



2. Several species are of particular interest. Please fill out the following table to the best of your ability.

Species	Ever found on project site?	Date of last observation if found on project site?	Future surveys planned?
Cactus ferruginous pygmy owl	No	<input type="text"/>	<input type="text" value="Select"/>
Western burrowing owl	No	<input type="text"/>	<input type="text" value="Select"/>
Pima pineapple cactus	No	<input type="text"/>	<input type="text" value="Select"/>
Needle-spined pineapple cactus	No	<input type="text"/>	<input type="text" value="Select"/>

Contact the Office of Sustainability and Conservation at 520-724-6940 if you have any questions about this report.

Letter of Request to Extend Rezoning Time for P20RZ00005

The owners of the rezoned property are:

Michael Thomas Taylor and Kaye Taylor Spargur trust

Michael Thomas Taylor phone number is 520 331-4158

6400 S. Kolb Rd.
Tucson, AZ 85756

The property size is 3.47 acres and the rezoning case is P20RZ00005.

I would like to extend the rezoning time because the economic environment has not been conducive to the project development. My hopes are that the future economic and financial opportunities will make this project feasible.

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I, KAYE TAYLOR SPARGUR, by this instrument appoint MICHAEL T. TAYLOR my true and lawful attorney, to act for me from time to time as my alter ego with respect to any and all possible matters and in my name, to do any and all acts which I could do if personally present, hereby intending to give to my said attorney the greatest possible powers to act for me.

It is not my intention by setting out specific powers and authorizations to limit or cut down the broad powers given but to clarify and support such powers by expressly granting unto my said attorney full power:

(1) To make, draw, sign, accept, endorse for any purpose, deposit, discount, and deliver notes, checks, drafts and other instruments for the payment of money, including specifically to my attorney's own credit or account; to sign receipts for canceled checks, vouchers, statements of account and any property in which I may have an interest, and to acknowledge the correctness of any statement of any account, whether owing to or by me or relating to any property held for me;

(2) To ask, demand, sue for, recover, receive, collect and give receipts, releases and discharges for, all sums of money, debts, accounts, dividends on stocks, interest on bonds or mortgages, rents bequests, legacies, trust moneys, tax or other refunds, and other obligations or property which are or shall become due, owing and payable to me;

(3) To institute, prosecute, defend, compromise, settle, arbitrate or otherwise dispose of any and all actions or proceedings, either at law or in equity, including actions for the foreclosure or enforcement otherwise of any mortgage, contract, trust deed, or lease, upon any real or personal property, to execute and deliver any bonds, undertakings or recognizances that my said attorney may approve in any actions or proceedings, whether the same be given under statutory requirements or otherwise, including any bonds or undertakings as may be necessary or desirable for the purpose of perfecting a compromise of or an appeal from any judgment or decree in any actions or proceedings; to appear generally or specially in any action or proceeding which in any way may concern me or my property, or my right, title or interest therein; to compel accountings and filings of inventories, to employ and compensate attorneys to appear for and represent me in any action or proceeding instituted in my behalf or against me; to substitute any other attorney or attorneys and to appoint associate attorneys;

(4) To represent me in any proceedings now pending or hereafter arising between me and the Treasury Department of the United States Government or any other federal, state or foreign governmental authorities relative to my income, gift, estate or other tax liability for all years, granting unto my said attorney full power in my name and on my behalf to appear before proper officials of the Treasury Department or any other federal, state or foreign government officials; to adjust, settle, compromise or otherwise dispose of all questions relative to any of the said tax liabilities; to receive copies of my tax returns and any papers, letters or other communications concerning any or all of said tax liabilities; to sign any waivers of the statute of limitations or any other waivers; to sign closing agreements for final determination of tax liability; to prepare, sign, and file with any and all governmental authorities tax returns or other returns, requests for rulings and determinations, protests, appeals, consents and other documents; to execute and file refund claims or any other claims, to receive, to endorse and collect, checks in settlement of any refund; to execute and file petitions to the Tax Court of the United States and all other papers in connection with such proceedings; to substitute in the place and stead of said attorney, any other attorney or attorneys and to appoint associate attorneys;

(5) To obtain credit or borrow money in any currency (including all manner of credits and letters of credit); to renew any loan or extension of credit;

COPY

(6) To sell or agree to sell at private or public sale, convey by warranty, quitclaim or other kind of deed, grant, transfer, lease and rent for such periods as my attorney may deem proper, though exceeding five years, exchange, pledge, hypothecate, mortgage, lend, make a gift of, possess, occupy, use, insure, and make repairs upon any property, real or personal, or any interest in such property, which may now or in the future belong to me, upon such terms and conditions or under such circumstances as my attorney may deem best; to erect, tear down or make repairs upon any building;

(7) To buy, or agree to buy, or to lease any property, real or personal, or any interest therein, and to execute and deliver a note and purchase money mortgage or trust deed as part of the purchase price thereof;

(8) To buy, sell, exchange, encumber by pledge, mortgage, or trust deed, endorse for transfer or for any other purpose, register or cause to be registered in the name of any nominee, deliver, assign, transfer and execute all necessary instruments of assignment and transfer, dispose of, provide for the safe keeping of, and otherwise deal with any stocks, bonds, including flower bonds, or other securities or commodity interests or any real or personal property whatsoever;

(9) To buy, sell, transfer or dispose of for present or future delivery American or foreign moneys, credits or exchange, on deposit or otherwise, and execute all manner of instruments by endorsement or otherwise; to open, maintain, deposit in, operate, withdraw from, close and reopen accounts of every manner and description in American or foreign currencies with any banks, bankers, or trust companies, national banks, savings banks, savings and loans, credit unions, stock brokers, fiduciaries or other depositories or institutions, American or foreign, wheresoever situate;

(10) To invest and reinvest any funds that may now be in or later come into my said attorney's hands with full discretion in them to select the investments and reinvestments; and this discretion shall not be limited to those investments and reinvestments of the character authorized by the laws of any state for trust investments; to deposit any stocks, bonds or other securities with any broker and to authorize him to buy, sell, pledge or exchange any stocks, bonds, including flower bonds, or other securities or commodity interests on margin or otherwise; to loan any sum of money with or without interest;

(11) To consent to, join in or oppose any condemnation or other proceedings, or any action brought to acquire any of my real or personal property or any interest therein;

(12) To apply for and place in effect any kinds of insurance, except for life insurance on the life of my attorney; to pay any premiums thereon; to cancel and terminate any insurance and to receive payments in connection therewith;

(13) To execute and deliver any assignment, stock power, deed or other instruments or documents of any kind and for any purpose deemed necessary or proper by my attorney including agreements for the extension of time for the payment of any sum of money due me; and to sign my name to any instrument pertaining to or required in connection with the transfer of my property and to give full receipts and discharges;

(14) To have access to and to remove the contents of any safe deposit boxes which I now or hereafter may have with any bank, safe deposit company or other organization;

(15) To pay, renew, secure, settle or compromise any debt, claim or other liability due from me; to collect, renew, accept security for, settle or compromise any debt, claim or other liability due to me;

(16) To attend and vote as my proxy or to authorize any other person or persons to attend and vote as my proxy at any meetings of stockholders or bondholders of any corporation or company, or on any occasion that voting by proxy is permitted; to take part in any stockholders', bondholders' or creditors' reorganization plan, and to give any consents and waivers in connection with such meetings or plan; to consent to or oppose any merger or consolidation of any corporation and company, or any sale or lease of its property, or any part thereof; to deposit securities under protective agreements or with protective committees with or without discretion thereby being delegated; to pay all assessments, subscriptions and other sums of money as my attorney may deem expedient for the protection of my interests as holder of any stocks, bonds or other securities; to exercise any option contained in any stocks, bonds, or other securities or other property, and to make any and all necessary payments in connection therewith, to exercise any right to subscribe for additional stocks, bonds or other securities, and to make any and all necessary payments therefor;

(17) To delegate any or all powers herein granted to a sub-attorney or sub-attorneys and to revoke any such delegations; but notwithstanding any such delegation my attorney shall retain full authority to act alone hereunder;

(18) To transfer any assets of mine, whether real or personal property, to the Trustee of any revocable trust established by me or for me, which provides benefits for me during my lifetime; and to establish such a revocable trust for me, provided that the distribution after my death from any such trust should conform to any estate plan that I have previously established by will or otherwise with respect to the assets transferred.

(19) To exercise any discretion, or take any action allowable under any trust instrument of which the principal under this Power of Attorney is Trustor, Beneficiary, or otherwise involved, including, but not limited to withdrawal of trust property for any purpose, including transferring trust property to my name and title and/or gifting of Trust property (see below).

(20) To reimburse my attorney-in-fact for monies expended by him on my behalf.

(21) The Agent shall specifically also have all rights, powers, and authority to deal with any and all "Digital Assets" which the Principal holds. "Digital Assets" shall include, without limitation, the legal, practical, and technical authority to control or manage any and all personal electronic devices, online accounts, digital assets, and digital intellectual property. By way of illustration and not limitation, this shall include the rights to access and control any personal electronic devices, including computers, telephones, or any other device; social media profile or page which the Principal owns, licenses, and/or controls, including Facebook, Twitter, Instagram, and Google plus, and any or all similar accounts; any and all electronic commerce sites, whether in the name of the Principal or in the name of a company or d/b/a designation which the Principal owns or controls, including eBay, Craigslist; control and manage any loyalty program credits or awards, including airline miles, credit card awards, or any retail loyalty programs; control and manage any digital media accounts, including Netflix; any offsite or other "cloud" storage of documents, files, computer backup, or digital information, including Google Drive, Dropbox; any or all financial accounts the Principal may have online, as well as access or control of any traditional financial accounts through electronic portals, including but not limited to any bank or brokerage company, electronic tax filings, utility accounts, loan or debt organization accounts, personal finance programs such as Quicken, or any online financial accounts such as Paypal; control and manage any internet assets such as blogs or domain names; and, any and all accounts the Principal has established with any online retailers or sellers of any sort whatsoever. The Agent shall have the right to retrieve passwords; edit or remove content; reset information; delete pages and/or profiles or other information; take action under any account or profile; transfer funds; withdraw and/or deposit money or other assets; and otherwise,

without limitation, take absolutely any actions and have any powers that the Principal would have had with respect to any Digital Assets. Any company managing such digital accounts is specifically authorized and directed to deal with the Agent on the Principal's behalf. This Section specifically grants the Agent authority over the content of electronic communications sent or received by the Principal, as set forth in A.R.S. § 14-13109 and any custodian of electronic communications shall disclose to Agent the electronic communications of the Principal upon the required request for same under Arizona law. The Agent shall also have the specific authority to receive a catalogue of electronic communications sent or received by the Principal, and digital assets, pursuant to A.R.S. § 14-13110. The Arizona Uniform Fiduciary Access to Digital Assets Act specifically applies to this Power of Attorney as set forth in A.R.S. § 14-13103(A)(1). Pursuant to A.R.S. § 14-13115, the Agent shall be an authorized user of the property of the Principal for the purpose of applicable computer-fraud and unauthorized-computer-access laws, including A.R.S. § 13-2316.

Any banks, bankers, trust companies, national banks, savings banks, savings and loans, credit unions, safe deposit companies, stock brokers, fiduciaries, depositories, transfer agent, title insurance company or other institutions, persons, firms or corporations to which this power of attorney or a photograph hereof is presented may act in reliance hereon and shall be fully protected even though the said attorney, substitute or associate may be dealing with himself or herself, as it is contemplated that such may be the case.

I expressly revoke any power of attorney heretofore given covering the authority and powers herein granted, without prejudice, however, to anything lawfully done or caused to be done under any power of attorney heretofore given, and I hereby ratify and confirm all previous acts of my attorney with the same force as if such acts had been done after the execution and delivery of this power of attorney.

I may at any time revoke this power of attorney, but it shall be deemed to be in full force and effect as to all persons, institutions and organizations which shall act in reliance thereon prior to the receipt of written revocation thereof signed by me and prior to receipt of actual notice of my death.

Pursuant to A.R.S. § 14-5501, this Power of Attorney shall not be affected by subsequent disability or incapacity of the Principal or lapse of time. It is my intention that the powers granted be fully exercisable in the event that I become disabled.

I, KAYE TAYLOR SPARGUR, the Principal, sign my name to this Power of Attorney this 7th day of September, 2022, and being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my Power of Attorney and that

I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the Power of Attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

11/31/2022
KAYE TAYLOR SPARGUR, Principal

I, Sarah Gjerzen, a witness, sign my name to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Principal signs and executes this instrument as her Power of Attorney, that she signs it willingly as Principal or willingly directs another to sign for her, and that I, in the presence and hearing of the Principal sign this Power of Attorney as witness to the Principal's signing, and that to the best of my

knowledge, the Principal is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence. I am not the agent, the agent's spouse or a child of the agent.

11/11 Sarah Gjertsen residing at 3060 N Swan Road, Tucson, Arizona 85712.
Witness

STATE OF ARIZONA)
COUNTY OF PIMA } ss.

SUBSCRIBED, SWORN TO, and acknowledged before me by KAYE TAYLOR
SPARGUR, the Principal, and subscribed and sworn to before me by Sarah Gjertsen
_____, as a witness, this 7th day of September 2022.

11/11 James Egbert
Notary Public