MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 20, 2015, at or after 7:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, Council Member

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on October 20, 2015, at or after 7:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revised agenda items appear in *italics*.

As a courtesy to others, please turn off or put in silent mode all pagers and cell phones.

Meeting Times
Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 7:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings
If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card (located in the lobby outside the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility

To better serve the citizens of Marana and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas

Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.marana.com, by linking to the Town Clerk page under Agendas, Minutes and Recent Actions. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda Posted no later than 24 hours prior to the meeting, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.maranaaz.gov on the Town Clerk page under Agendas, Minutes and Recent Actions.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located outside the Council Chambers and deliver it to the Town Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities and the Town's overhead projector/document reader. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

PROCLAMATIONS

P1 Proclaiming October 18 -- October 24, 2015 as Arizona Cities and Towns Week (Jocelyn C. Bronson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C1 Resolution No. 2015-110: Relating to Development; acceptance of Dove Mountain Boulevard Station 277+08.94 to 304+71.53 for maintenance (Keith Brann)

C2 Resolution No. 2015-111: Relating to Administration; approving a business meals and food-related function expenses administrative directive and a travel and training administrative directive for application to Town of Marana elected and appointed officials; and superseding Marana Resolution 2009-89 as it relates to travel and training policies for the Town Council (Gilbert Davidson)

C3 Resolution No. 2015-112: Relating to Transaction Privilege Tax; approving and authorizing the Finance Director to execute a memorandum of understanding between the State of Arizona Department of Revenue and the Town of Marana to establish performance measures to promote the timely, efficient and accurate processing of municipal tax matters (Erik Montague)

C4 Resolution No. 2015-113: Relating to Municipal Court; ratifying the appointment of Michael Aaron, Thomas Benavidez, Bobbi Berry, Kate Dawes, Harvey Jurkowitz and Alfred McDonald as temporary magistrates pro tempore for the Marana Municipal Court (Laine Sklar)

C5 Resolution No. 2015-114: Relating to Regional Community Development; support for Veterans and all military personnel by recognizing the efforts of the Southern Arizona Fisher House project (Gilbert Davidson)

C6 Resolution No. 2015-115: Relating to Community Development; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2015-2016 Community Development Block Grant Program (Lisa Shafer)

C7 Approval of October 6, 2015 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Gilbert Davidson)

EXECUTIVE SESSIONS

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

E1 Executive Session pursuant to A.R.S. § 38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

E2 Executive Session pursuant to A.R.S. § 38-431.03 (A)(7) for discussion and consultation with the Town Manager and the Town's attorneys to consider the Town's position and provide instructions regarding negotiations for the purchase of real property on Beacon Hill, currently leased by the Town as a communications antenna site.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item P1

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: October 20, 2015

Subject: Proclaiming October 18 -- October 24, 2015 as Arizona Cities and Towns Week (Jocelyn C. Bronson)

Attachments: Arizona Cities and Towns Week



PROCLAMATION

WHEREAS the citizens of the Town of Marana rely on local government to experience a high quality of life in our community; and

WHEREAS local governments around the state of Arizona work 24 hours a day, seven days a week to deliver town services to create safe communities; and

WHEREAS the methods of funding these vital town services are not always clearly understood by citizens; and

WHEREAS it is one of the responsibilities of town officials to ensure that legislators, media and citizens understand their local government through open and frequent communication using various avenues and means; and

WHEREAS it is important to work to encourage this connection and inform citizens and state legislators of the importance of state-shared revenues in order to preserve the excellent delivery of services that our citizens have come to expect in our town; and

WHEREAS through education and awareness, citizens, community leaders and town staff can work together to ensure that services provided by the Town of Marana can remain exceptional elements of the quality of life of our community.

NOW THEREFORE BE IT RESOLVED that the Town of Marana joins with the League of Arizona Cities and Towns and fellow municipalities across the state of Arizona in declaring

October 18-24, 2015 as Arizona Cities and Towns Week.

Dated this 20th day of October, 2015.

Ed Honea

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson

Jocelyn C. Bronson, Town Clerk

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C1

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Glenn Phillips, Civil Engineering Specialist

Date: October 20, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-110: Relating to Development; acceptance of Dove Mountain Boulevard Station 277+08.94 to 304+71.53 for maintenance (Keith Brann)

Discussion:

Cottonwood Properties has completed public improvements acceptable to Town standards in accordance with the Private Improvement Agreement for Dove Mountain Boulevard, Station 277+08.94 to Station 304+71.53. This resolution would accept for maintenance, including maintenance of regulatory traffic control and street signs, approximately 2760 linear feet of Dove Mountain Boulevard and appurtenances.

Staff Recommendation:

Staff recommends that council adopt the resolution.

Suggested Motion:

I move to adopt Resolution 2015-110.

Attachments: Resolution No. 2015-110
Exhibit A

MARANA RESOLUTION NO. 2015-110

RELATING TO DEVELOPMENT; ACCEPTANCE OF DOVE MOUNTAIN BOULEVARD STATION 277+08.94 TO 304+71.53 FOR MAINTENANCE

WHEREAS Cottonwood Properties has completed public improvements acceptable to Town standards in accordance with the Private Improvement Agreement for Dove Mountain Boulevard, Station 277+08.94 to Station 304+71.53.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, accepting for maintenance, including maintenance of regulatory traffic control and street signs, approximately 2760 linear feet of Dove Mountain Boulevard and appurtenances (Dove Mountain Boulevard Station 277+08.94 to 304+71.53), as depicted on Exhibit A.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of October, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

EXHIBIT A

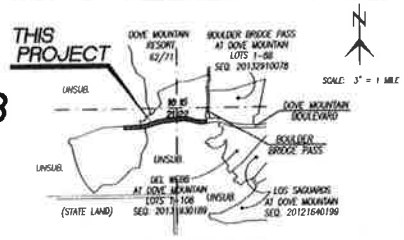
GENERAL NOTES

1. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA COUNTY/CITY OF TUCSON STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (PC/COT SSPI), 2003 EDITION.
2. BASIS OF BEARING FOR THIS PROJECT IS THE LINE BETWEEN THE EAST QUARTER CORNER OF SECTION 21, T-11-S, R-12-E, AND THE WEST QUARTER CORNER OF SAID SECTION, SAID BEARING BEING N88°48'34"W.
3. BASIS OF ELEVATION FOR THIS PROJECT IS THE AS-BUILT 3" TOWN OF MARANA BRASS CAP SURVEY MONUMENT STAMPED MLS "22145" AT THE CENTERLINE INTERSECTION OF DOVE MOUNTAIN BOULEVARD AND BOULDER BRIDGE PASS. SAID ELEVATION BEING 2571.87 FEET (NGVD 29 DATUM).
4. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.
5. CONTRACTOR SHALL CALL BLUESTAKE (1-800-STAKE-IT) TO VERIFY LOCATION OF UTILITIES TWO FULL WORKING DAYS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.
6. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
7. ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY TOWN ENGINEER PRIOR TO CONSTRUCTION.
8. ALL WORK SHALL CONFORM TO "STANDARDS FOR GRADING AND RELATED SITE WORK" TITLE 19 OF THE TOWN OF MARANA LAND DEVELOPMENT CODE.
9. ALL CONCRETE SHALL COMPLY WITH PC/COT SSPI SECTION 1006, CLASS S, 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
10. CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR SUCH PURPOSE FOR LAYING OUT ANY PORTION OF THE WORK. HE SHALL ALSO DIG ALL STAKE HOLES NECESSARY TO GIVE LINE AND LEVELS.
11. 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.
12. 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 CONSTRUCTION PRICE.
13. 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.
14. 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.
15. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVISES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
16. A COPY OF THE APPROVED PLAN SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
17. 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 AND ACCEPTANCE BY THE TOWN ENGINEER.
18. 30 DAYS PRIOR TO DESTRUCTION OR REMOVAL OF CACTUS THE CONTRACTOR SHALL NOTIFY THE ARIZONA DEPARTMENT OF AGRICULTURE AT (520)628-6310.
19. REPORTS OF SOILS INVESTIGATION INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAVE BEEN PREPARED BY PATTISON ENVIROFF ENGINEERING, LLC, AS FOLLOWS:
    PROJECT NO. 13-028, DOVE MOUNTAIN WEST, DATED 4/2/13.
    ALL EARTHWORK SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORTS.
20. THE SOILS ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL EARTHWORK OPERATIONS INCLUDING, BUT NOT LIMITED TO, CLEARING, GRUBBING, SUBGRADE PREPARATION, STRUCTURAL AND TRENCH EXCAVATION AND BACKFILL, TOGETHER WITH PLACEMENT AND COMPACTION OF FILL.
21. COMPACTION IN ALL FILL AREAS SHALL BE TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO DESIGNATION T-99, METHOD A. THOSE AREAS TO RECEIVE FILL ARE TO BE SCARIFIED TO A DEPTH OF TEN (10) INCHES, BROUGHT TO THE PROPER MOISTURE CONTENT AND COMPACTED TO THE ABOVE DENSITY. THE AREA SOURCE OF FILL MATERIAL SHALL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF WORK. TESTS OF FILL MATERIAL WILL BE DONE AT THE OWNER'S EXPENSE.
22. THE DESIGN SPEED FOR DOVE MOUNTAIN BLVD IS 35 MPH, UNLESS OTHERWISE NOTED. THE DESIGN VEHICLE IS WB-40.
23. AGGREGATE BASE COURSE SHALL CONFORM TO PC/COT SSPI SECTION 305.
24. ASPHALTIC CONCRETE SHALL CONFORM WITH PC/COT SSPI SECTION 406, MIX #2, SPECIFICATIONS (SUBDIVISION MIX 4.0±0.2% AIR VOIDS).
25. A REGISTERED ENGINEER MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS PRIOR TO THE REQUEST FOR FINAL INSPECTION/ CERTIFICATE OF OCCUPANCY OR RELEASE OF ASSURANCES.
26. NATIVE PLANTS MUST BE FLAGGED AND PROTECTIVE FENCING MUST BE INSTALLED AS REQUIRED BY THE NATIVE PLANT PRESERVATION PLAN PRIOR TO ANY GRADING ACTIVITY.
27. A RIGHT-OF-WAY PERMIT IS REQUIRED FOR CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY AND DRAINAGEWAYS.
28. IF ARCHAEOLOGICAL MATERIALS ARE DISCOVERED DURING THE COURSE OF CONSTRUCTION, THESE MUST BE HANDLED PER THE CONDITIONS OF THE ARMY CORPS OF ENGINEERS 404 PERMIT ISSUED FOR THIS PROJECT.
29. IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND MR. JOHN MADSEN, REVEGETATION COORDINATOR AT THE ARIZONA STATE MUSEUM, MUST BE CONTACTED IMMEDIATELY, PURSUANT TO A.R.S. 41-865.
30. THE CONTRACTOR SHALL OBTAIN A TOWN OF MARANA RIGHT-OF-WAY PERMIT AND SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE TOWN OF MARANA RIGHT-OF-WAY INSPECTOR PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
31. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL OBTAIN A TOWN OF MARANA BUSINESS LICENSE PRIOR TO COMMENCEMENT OF ANY WORK.
32. TRACER WIRE REQUIRED FOR ALL IRRIGATION SLEEVES
33. INSTALLATIONS OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, HARDSCAPE, SIGNAGE, DECORATIVE PAVERS OR STAMPED CONCRETE, DECORATIVE MEDIANS, SLOPE & DRAINAGE IMPROVEMENTS, PATHS, MONUMENTATION AND WALLS ETC. WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED AND RECORDED WITH THE COOPERATION OF THE MASTER COMMUNITY ASSOCIATION PRIOR TO ISSUANCE OF ANY PERMITS OR APPROVAL OF THE IMPROVEMENT PLAN, ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY

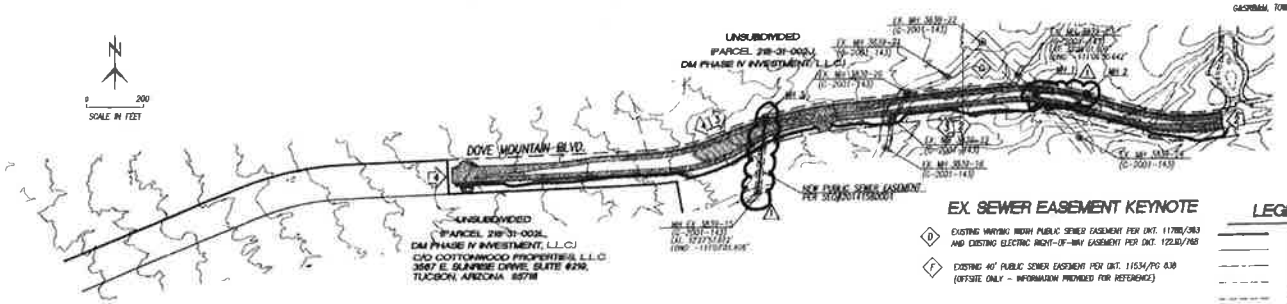
PUBLIC GRADING, PAVING, DRAINAGE and PUBLIC SEWER IMPROVEMENT PLANS for DOVE MOUNTAIN BOULEVARD, STA 277+08.94 TO 304+71.53

PUBLIC STREET ENG1402-002

THIS PROJECT



LOCATION PLAN
SECTIONS 21 & 22, T11S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA



SHEET INDEX

1	COVER SHEET
2-4	DOVE MOUNTAIN BLVD. PLAN & PROFILES
5-6	DETAILS
7	SEWER GENERAL NOTES, STRIPING & SIGNAGE NOTES/DETAILS
8	STRIPING & SIGNAGE PLAN
9	GUARDRAIL DETAIL SHEET

AS-BUILTS (2)

EXPIRES 9-30-15

EX. SEWER EASEMENT KEYNOTE

(D) EXISTING VARYING WIDTH PUBLIC SEWER EASEMENT PER DKT. 11788/983 AND EXISTING ELECTRIC RIGHT-OF-WAY EASEMENT PER DKT. 12210/768

(F) EXISTING 40' PUBLIC SEWER EASEMENT PER DKT. 11534/PG 838 (OFFSITE ONLY - INFORMATION PROVIDED FOR REFERENCE)

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- STREET CENTERLINE
- EXISTING EASEMENT (AS NOTED)
- NEW PUBLIC SEWER EASEMENT
- NEW ASPHALT PAVEMENT
- NEW DECORATIVE PAVEMENT & RIBBON CURB (SEE LANDSCAPE PLAN)
- EXISTING PAVEMENT
- FOUND SURVEY MONUMENT
- MATCHLINE
- SHEET REFERENCE
- NEW SURVEY MONUMENT PER T.O.M. M-1030
- 2650 EXISTING CONTOURS
- NEW PUBLIC SEWER LINE W/ NEW MANHOLE
- EXISTING SEWER LINE W/ MANHOLE (APPROX. LOCATION)
- EXISTING/PROPOSED WATER LINE (APPROX. LOCATION)
- EXISTING GAS LINE (APPROX. LOCATION)
- UGE UGE UGE EXISTING UNDERGROUND ELECTRIC (APPROX. LOCATION)
- CURB ACCESS RAMP AS NOTED
- X 681.1 DESIGN SPOT GRADE
- CROSS SECTION REFERENCE
- 100 YEAR FLOODPRONE LINE ("F.P.L.")
- EROSION SETBACK LINE ("E.S.L.")
- EXISTING STABILIZED SEWER PATH
- PROPOSED STABILIZED SEWER PATH PER PC/COT PORTION SD 111
- PRESERVE EX. GRADE & VEGETATION (WHERE SHOWN) (2)
- PROPOSED XERIMAL PER M-1005-SD-145 DECORATIVE DOVE MOUNTAIN XERIMALS
- PROPOSED GUARDRAIL (SEE SHEET 9)
- PROPOSED 2-4" SCH.40 PVC IRRIGATION SLEEVES

ACCEPTED:

ACCEPTED BY THE TOWN OF MARANA

BY: _____ P.E. TOWN ENGINEER/DEVELOPMENT ENGINEER DATE: 6/18/14

BY: _____ TOWN OF MARANA PLANNING DIRECTOR DATE: 6/18/14

"AS-BUILT CERTIFICATION"
I HEREBY CERTIFY THAT THE AS-BUILT ANNO. PROVIDED ON THIS DWG. WERE BASED ON AN AS-BUILT SURVEY CONDUCTED UNDER MY SUPERVISION & ACCURATELY DEPICT EX. FIELD CONDITIONS TO THE BEST OF MY KNOWLEDGE & BELIEF.

SHTS 1,2,3

Arnaron Surveying, Inc.
Camp Lowell Corporate Center
4662 East Camp Lowell Drive
Tucson, AZ 85712

ALL GRADES SHOWN ARE ON NGVD29 DATUM UNLESS SPECIFICALLY IDENTIFIED WITH (NAVD 88). A VERTCON NGS CONVERSION OF +2.09' SHALL BE USED TO CONVERT NVGD 29 ELEVATIONS TO NAVD 88.

ACCEPTED:

_____ 6/27/14
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT (PCRWRD) DATE

AS-BUILT CERTIFICATION:
I HEREBY CERTIFY THAT THE "RECORD DRAWING" MEASUREMENTS AS SHOWN HEREON WERE MADE UNDER MY SUPERVISION OR AS NOTED AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR DATE

REGISTRATION NUMBER EXPIRES

DEVELOPER:
COTTONWOOD PROPERTIES, INC
ATTN: WILLIAM WILLIAMS
3567 E. SUNRISE DRIVE, #210
TUCSON, ARIZONA 85718
520-299-8424

34. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FULLY COMPLY WITH THE ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED FOR THIS PROJECT.
35. 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.
36. ALL PROTOCOL OUTLINED IN THE DOVE MOUNTAIN CONSERVATION PLAN WILL BE FOLLOWED.
37. THE CONTRACTOR SHALL SUBMIT TO THE TOWN OF MARANA A TRAFFIC CONTROL PLAN FOR EACH PHASE OF THE WORK A MINIMUM OF SEVEN (7) WORKING DAYS PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL HAVE ON SITE, AT ALL TIMES, TRAFFIC CONTROL PLANS ACCEPTED (STAMPED) BY THE TOWN OF MARANA FOR ALL WORK BEING PERFORMED WITHIN THE PUBLIC RIGHT OF WAY
38. ANY SURVEY MONUMENTS THAT FALL ON A QUARTER-SECTION CORNER OR GREATER SHALL BE PER TOWN OF MARANA SD M-1034.
39. ALL SURVEY MONUMENTS SHALL BE SET TO FINAL GRADE OF EITHER THE ASPHALT OR THE FINISHED GRADE OF THE MEDIAN
40. ALL DOVE MOUNTAIN PAVEMENT SECTIONS ARE TO COMPLY WITH THE PIMA COUNTY ROADWAY DESIGN MANUAL, SECTION 3.13, OR THE GEOTECHNICAL REPORT REQUIREMENTS, WHICHEVER IS MORE STRINGENT.

SEWER GENERAL NOTES-SEE SHEET 7

NO	DATE	REVISION	BY	CH	APPR
1	6-26-14	AS-BUILTS	MVM		
2	10-1-2014	AS-BUILT SEWER	PM		MA

ENG1402-002

REFERENCE: FNV-1300915, FNV-1302119/P, DM1306-002, SE01306-001 G-2014-009

PUBLIC GRADING, PAVING, DRAINAGE and SEWER IMPROVEMENT PLANS
DOVE MOUNTAIN BOULEVARD, STA 277+08.94 TO 304+71.53

IN SECTIONS 21 & 22, T11S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

Baker & Associates Engineering, Inc.
2561 E. Sunrise Drive, Suite #220, Tucson, Arizona 85718 (520) 318-1990 Fax (520) 318-1999

SCALE	DRAWN BY: MVM	DATE: 6/26/14	DESIGNED BY:
HORIZ: 1"=200'	CHECKED BY: MVM	FILE: 6/26/14	CHECKED BY: MVM
V: 1"=20'	CHECKED BY: MVM	REV. DATE: 8/18/14	PLAN #:

SHEET 1 of 9

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C2

To: Mayor and Council

Submitted For: Gilbert Davidson, Town Manager

From: Erik Montague, Finance Director

Date: October 20, 2015

Strategic Plan Focus Area:
Community, Progress & Innovation

Subject: Resolution No. 2015-111: Relating to Administration; approving a business meals and food-related function expenses administrative directive and a travel and training administrative directive for application to Town of Marana elected and appointed officials; and superseding Marana Resolution 2009-89 as it relates to travel and training policies for the Town Council (Gilbert Davidson)

Discussion:

In an effort to maintain transparency and accountability, Council adopted Resolution 2009-89 in June 2009 which, among other things, established a process for travel and training requests. Recently, staff updated the travel and training administrative directive and created a new business meal and food-related function expenses administrative directive. These directives both streamline certain processes and also maintain transparency and accountability regarding the use of public funds.

The resolution before you this evening would make both the travel and training administrative directive and the business meals and food-related function expenses administrative directive apply to Council and appointed officials. Doing so would provide the opportunity for greater consistency in the use of public funds for these purposes.

If approved, the resolution would also supersede Resolution 2009-89 to the extent that the new resolution conflicts with the earlier resolution.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution 2015-111, approving a business meals and food-related function expenses administrative directive and a travel and training administrative directive for application to Town of Marana elected and appointed officials; and superseding Marana Resolution 2009-89 as it relates to travel and training policies for the Town Council.

Attachments: Resolution No. 2015-111
Exhibit A
Exhibit B

MARANA RESOLUTION NO. 2015-111

RELATING TO ADMINISTRATION; APPROVING A BUSINESS MEALS AND FOOD-RELATED FUNCTION EXPENSES ADMINISTRATIVE DIRECTIVE AND A TRAVEL AND TRAINING ADMINISTRATIVE DIRECTIVE FOR APPLICATION TO TOWN OF MARANA ELECTED AND APPOINTED OFFICIALS; AND SUPERSEDING MARANA RESOLUTION NO. 2009-89 AS IT RELATES TO TRAVEL AND TRAINING POLICIES FOR THE TOWN COUNCIL

WHEREAS the Town Council has established broad guidelines and parameters regarding the administration of the Town through the Marana Town Code and other ordinances and policies; and

WHEREAS Section 3-2-1(G) of the Marana Town Code provides that the Town Manager shall be the chief administrative officer and head of the administrative branch of the Town and shall execute general administrative supervision and control of the affairs of the Town; and

WHEREAS on September 15, 2009, the Town Council approved Resolution No. 2009-164 authorizing the Town Manager to implement an administrative directive system for carrying out certain administrative functions and providing consistency in the performance of administrative tasks, in the use of Town resources and equipment, and in the implementation of the Town Code and other ordinances and policies; and

WHEREAS the administrative directive system approved by Resolution No. 2009-164 included the provision that any administrative directive relevant to the Town's elected and appointed officials would be brought before the Council for its consideration and adoption by resolution; and

WHEREAS the Town Manager has recently implemented administrative directives for Town employees related to Business Meals and Food-Related Function Expenses and to Travel and Training; and

WHEREAS on June 9, 2009, the Town Council approved Marana Resolution No. 2009-89 adopting, among other things, Council budget policies regarding travel and training; and

WHEREAS the Town Council finds that approving the administrative directives relating to Business Meals and Food-Related Function Expenses and to Travel and Training for application to the Town's elected and appointed officials is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Business Meals and Food-Related Function Expenses Administrative Directive, attached to and incorporated by this reference in this resolution as Exhibit A, and the Travel and Training Administrative Directive, attached to and incorporated by

this reference in this resolution as Exhibit B, are hereby approved for application to the Town's elected and appointed officials.

IT IS FURTHER RESOLVED that to the extent that the travel and training policies and procedures adopted by Marana Resolution No. 2009-89 conflict with the policies set forth in the Business Meals and Food-Related Function Expenses Administrative Directive or the Travel and Training Administrative Directive approved by this resolution, the policies and procedures adopted by Marana Resolution No. 2009-89 are hereby superseded and replaced by the administrative directives adopted by this resolution.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the administrative directives approved by this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of October, 2015.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

ADMINISTRATIVE DIRECTIVE

Title:	Travel and Training
Issuing Department:	Finance
Effective Date:	October 1, 2015 for Town employees; Upon Council approval for elected and appointed officials
Approved:	Gilbert Davidson, Town Manager
Type of Action:	Revision (Original effective July 1, 2015 for Town employees)

1.0 PURPOSE

The purpose of this directive is to ensure that employee travel is consistent with the business objectives of the Town of Marana. It also ensures fair and equitable treatment of employees by defining procedures for authorized business travel and guidelines for expense reimbursement.

2.0 DEPARTMENTS AFFECTED

All Town of Marana departments and employees, and elected and appointed officials

3.0 REFERENCES

3.1 IRS Publication 15, (Circular E), Employer's Tax Guide

3.2 IRS Business Mileage Rates

3.3 U.S. General Services Administration (GSA), Travel and Relocation Policy

3.4 Town of Marana Personnel Policies and Procedures, Policy 6-3: Town-Sponsored and Required Training

3.5 Town of Marana Administrative Directive: Business Meal and Food Related Function Expenses

4.0 DEFINITIONS

4.1 Business purpose: Activities that contribute to any one of the Town's major objectives and will benefit the individual's ability to be more productive. The purpose must be for the public's benefit and related to the department's business activities.

4.2 Commuting expense: An expense for travel between a personal residence and a regular duty post.

4.3 Duty post: The place where an employee spends the largest portion of the regular workday or working time.

4.4 Elected official: The Town of Marana Mayor or any Town of Marana Council member.

4.5 Employee: Any full- or part-time classified or unclassified Town of Marana employee hired for an indefinite period in a budgeted position. For purposes of this directive only, all references to employee shall also include elected and appointed officials.

4.6 Incidental expenses: (1) Fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses; and (2) transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the lodging.

4.7 Lodging: Actual room charges, mandatory service charges and taxes for overnight sleeping facilities. Does not include accommodations on airplanes, trains, buses, or ships, which are included in the cost of transportation.

4.8 Per diem: The allowance for meals and incidental expenses. The per diem rate is established by the Town Manager as part of the annual budget process. The rate shall not exceed the rates established by the General Services Administration (GSA).

4.9 Reporting period: The 10-day period within which a Travel Reconciliation Form must be submitted after the end of a trip.

4.10 Residence: The primary residence where the traveler lives, regardless of other legal or mailing addresses.

4.11 Transportation expenses: Expenses for means of conveyance or travel from one place to another (e.g., airplane, automobile, taxi, airport shuttle service).

4.12 Travel: For purposes of determining travel status, the traveler must be on official town business and must travel away from his or her duty post longer than 12 hours and outside a radius of 50 miles from the traveler's personal residence and duty post. Travel begins when the traveler leaves the personal residence or duty post, whichever occurs last, and ends when the traveler returns to the personal residence or duty post, whichever occurs first. All travel outside of the United States is considered travel for the purposes of this administrative directive.

4.13 Traveler: An employee traveling for a Town of Marana business purpose.

4.14 Travel expenses: Expenses that are ordinary and necessary to accomplish the official business purpose of a trip, such as registration, transportation, lodging and business expenses directly related to travel.

5.0 POLICIES AND PROCEDURES

5.1 General guidelines.

5.1.1 A critical balance between the Town's need for cost effectiveness and the employee's need for quality services and support must be sought when requesting travel. Travel is warranted when personal contact is the most effective method of conducting official Town business or training as determined by the departmental approval authority. To maximize the effectiveness of Town resources allocated to travel activities, employee

travel should be via the best cost alternative, consistent with good business practices. Neither luxury, nor sub-standard modes of transportation and accommodations should be used.

5.1.2 Departments should send the fewest number of employees required and utilize cross-training to reduce travel expenses. Additionally, consideration should be made for other alternatives for conducting business, such as conference calls or web conferences.

5.1.3 Employee travel, and the expenses associated with it, will be authorized only in circumstances which are clearly consistent with the mission of the Town. It will be the responsibility of each department head and manager to ensure that all employee travel meets this objective and that reimbursement be made only for actual, reasonable business expenses in connection with authorized travel as defined in this directive. In order to maintain control over expenditures, any expense submitted which does not comply with the guidelines of this directive will not be reimbursed, unless accompanied by a written approval from Town management.

5.1.4 Travel is conducted and reimbursed according to Town policy regardless of the funding source of the travel expense.

5.1.5 In general, air travel will be authorized for out-of-state travel and ground travel will be authorized for in-state travel.

5.1.6 Out-of-state travel is not permitted for employees serving in an initial evaluation period, as defined by Town policy, unless otherwise approved by the Town Manager.

5.1.7 When a traveler can reasonably and safely arrive at the destination one hour before the scheduled event begins, he/she should depart on the same day rather than leaving one day earlier. When a traveler can reasonably and safely return home from a trip by 8:00 p.m., an additional night of lodging should be avoided. Exceptions may be approved by the department's approval authority.

5.1.8 With the exception of travel outside of the United States, attendance at a conference, meeting, training session or similar event that does not take the traveler away from his or her duty post longer than 12 hours and outside a radius of 50 miles from the traveler's personal residence and duty post is not considered "travel" for purposes of this directive. As such, a Travel Authorization Form and a Travel Reconciliation Form are not required for any expenses. A check request can be utilized for any necessary vendor payments. However, attendance at the conference, meeting, training session, etc., must still be for a business purpose and in compliance with all Town policies regarding the expenditure of Town funds.

5.1.9 To be eligible for lodging and per diem/meal expense reimbursement, travel must take the traveler away from his or her duty post longer than 12 hours and outside a radius of 50 miles from the traveler's personal residence and duty post.

5.1.9.1. Notwithstanding section 5.1.9 above, lodging may be allowed in extenuating circumstances where:

5.1.9.1.1 The employee is required to serve in an official capacity at an event which starts significantly before or ends significantly past regular business hours.

5.1.9.1.2 There is adequate budget capacity to support the cost.

5.1.9.1.3 The lodging request is approved by the Town Manager or by Council authorization.

5.2 Travel authorization and approval. All travel must be requested in advance using the official Town Travel Authorization Form (TAF), (Attachment A). In-state travel requires the approval of the employee's immediate supervisor, department head and the Finance Director. Out-of-state travel and travel costing over $1,000 and not specifically budgeted also requires the approval of the Town Manager in addition to the supervisor, department head and Finance Director.

5.2.1 Notwithstanding section 5.2 above, Town Manager approval is not required for expenditures of the Marana Municipal Court.

5.3 Incurring travel expenses. Subsequent to approval, travel arrangements, including airfare, rental car, lodging and planning of meetings can be coordinated through the appropriate departmental support staff. The Town will use appropriate online travel sites to facilitate the procurement of travel.

5.4 Payment of travel expenses. Travel expenses for authorized travel may be paid by the employee and reimbursed pursuant to the terms of this directive, paid by a Town credit card, paid directly to the vendor with a check request, or the employee may request a travel advance.

5.4.1 Requests for travel advances must be received two weeks prior to date of departure. When advance requests are not received two weeks prior to travel, travelers will be reimbursed upon return and completion of the Travel Reconciliation Form.

5.5 Air travel. Air travel will be via the safest, most direct, and economical means.

5.5.1 Use of "Non-Refundable" airfares is recommended, as well as the lowest available coach, economy, or discount. These fares are often considerably less expensive than refundable unrestricted fares. In most cases, if the travel must change or the trip is canceled altogether, the funds can be used as a credit toward future travel, less a service charge imposed by the airline.

5.5.2 Airport parking and mileage expense for a personal vehicle is allowed only if it is less than roundtrip taxi or shuttle fare between the traveler's residence and the airport, or duty post and airport, whichever is applicable. If the traveler is dropped off or picked up using a personal vehicle, parking and mileage is not reimbursable.

5.5.3 Reasonable fees, such as, baggage fees, taxes, and other necessary fees will be reimbursed. Discretionary fees, such as early boarding passes or optional upgrades, will not be reimbursed (see section 5.13 below).

5.5.4 Employees choosing to use personal modes of travel between cities serviced by regularly scheduled airlines will be reimbursed based on least expensive airfare or actual expenses, whichever is less.

5.6 Auto rental. If the employee travels out-of-state via air travel, the employee may be authorized to obtain a rental car. If the employee's lodging is more than five miles from the training/conference site, car rental may be the most cost effective. Otherwise, taxi, airport, or hotel shuttle service may be a more cost effective option. An auto rental must be used only in reasonable and economical situations. An employee can request either compact or intermediate size cars. Rentals for other types of cars are not permitted except with Town Manager approval.

5.6.1 Wherever possible, the employee must refill gasoline prior to returning rental car for drop off.

5.6.2 Any personal portion of the cost of a rental car must be subtracted from the total rental bill before requesting reimbursement. The personal portion is calculated by prorating the cost of the rental over the number of days for personal use and number of days for business use.

5.6.3 No reimbursement is allowed for vehicle liability insurance, collision damage waiver, or optional upgrades purchased by the traveler. The Town's insurance program includes the same coverage for rental cars as cars owned by the Town. If the employee accepts extra insurance cost for a domestic car rental in order to be covered during the personal portion of the trip, the entire cost of the insurance coverage for the entire rental period will be a personal expense and not reimbursable.

5.7 Shuttle/taxi. If the employee travels out-of-state via air travel, then taxi, shuttle, or other means of transportation may be reimbursed if it is the most reasonable and economical means for the traveler.

5.8 Ground travel. When travel is required within the state, every effort shall be made to use a Town-provided vehicle. If a Town vehicle is not available, the reimbursement rate will be at the prevailing IRS mileage allowance rate upon submission of the Mileage Reimbursement Log (MRL) (Attachment B). If an employee utilizes a personal vehicle when a Town vehicle is available, the reimbursement rate will be at the prevailing GSA Privately Owned Vehicle (POV) mileage reimbursement rate.

5.8.1 An employee is only authorized to use his or her personal vehicle if the employee holds both a valid driver's license and a current comprehensive auto insurance policy, including liability. If not, the employee is not authorized to use his or her personal vehicle in travel for the Town.

5.8.2 When multiple employees are required to travel to the same event (e.g., a conference), a reasonable effort should be made to carpool or otherwise consolidate the number of vehicles used in order to conserve gasoline and the associated expenditure.

5.8.3 An employee who receives a monthly stipend for mileage reimbursement shall not be entitled to receive additional mileage reimbursement for travel of one day's duration or less, unless such travel exceeds 25 miles beyond Pima County.

5.8.4 In order to receive reimbursement for mileage and/or parking fees, the employee must complete a Mileage Reimbursement Log (Attachment B) specifying purpose of trip, start and finish odometer reading, reduction of commute miles, point of origin,

destination and time of trip. Mileage in excess of commute miles at an amount established by the IRS will be reimbursed for Town business.

5.8.5 The employee assumes the responsibility for all parking and traffic citations or fines.

5.9 Lodging. The Town will pay the actual costs of overnight lodging at the government rate (i.e., GSA lodging rate), "conference block" rate, or the most economical rate available. These rates should be requested when making hotel reservations. The employee is responsible for confirming that the rate being charged is also the rate listed on the travel itinerary. Any discrepancies should be reported immediately and resolved prior to travel.

5.9.1 Hotels normally hold a confirmed room, with a confirmation number, without prior financial commitment until approximately 6:00 p.m. on the check-in date (local destination time). In order to hold a confirmed reservation beyond that hour, the hotel will generally require an advance deposit (normally prepayment for one night) or a guarantee by the traveler's credit card. After a deposit is submitted or a guarantee is made, the employee is responsible for notifying the hotel of cancellation. The employee will not be reimbursed for the deposit or guarantee penalty if he/she fails to make a cancellation notification unless there is extreme extenuating circumstances beyond the control of the employee (for example, a canceled flight). Such circumstances must be documented on the Travel Reconciliation Form, with the documented confirmation number.

5.9.2 Some hotels hosting large conferences may require a prepayment irrespective of the guest's arrival time. Such prepayments should generally be charged to the Town. If the prepayment is required in excess of ten days before the conference, the prepayment can be made directly by the Town to the hotel through submission to Accounts Payable on a Check Request form.

5.9.3 Meals and incidentals on lodging receipts must be itemized separately. Discretionary expenses, such as expenses for in-room stocked mini-bar or in-room movies will not be reimbursed (see section 5.13 below).

5.9.4 The Town reimburses employees for the single occupancy cost of a standard room.

5.9.5 When traveling to a conference, it is appropriate to stay at the hotel hosting the conference, assuming that the daily rate is not unreasonably expensive relative to other alternatives.

5.10 Meal Reimbursement. The Town will reimburse meals up to the per diem rate.

5.10.1 On the days of travel to or from the destination reimbursements should be adjusted for the employee's departure and return times, to exclude any meals not incurred during the time of travel using the schedule below.

Departure Time	Return Time	Eligible Meal
Before 7:00 a.m.	After 10:00 a.m.	Breakfast
Before 12:00 p.m.	After 1:00 p.m.	Lunch
Before 4:00 p.m.	After 6:00 p.m.	Dinner

5.10.2 The traveler may receive meal reimbursement by one of the following methods:

5.10.2.1. Per Diem. The employee may choose to receive per diem. Receipts are not required if the per diem method of meal reimbursement is chosen.

5.10.2.2. Actual Expenses. The employee may choose to be reimbursed for actual expenses up to the per diem rate. Detailed receipts are required when the actual expenses method of meal reimbursement is chosen.

5.10.3 If a Town credit card is used for meals, itemized receipts are required and payment is limited to the amount actually spent for a meal, not to exceed the maximum per diem rate. Actual itemized receipts are required for all meal expenses paid for by a Town credit card.

5.10.4 The Town's meal and incidental reimbursement will be reduced to account for meals furnished at no cost or nominal cost to the employee. If meals are provided in the cost of a conference or event, including continental breakfasts, those meals shall be deducted from the reimbursement request.

5.10.5 Meal tickets or other conference-sponsored meals (banquet, etc.) not included in the conference fee, which exceed the per diem rate, may be paid at the actual cost with department head approval, if accompanied by a receipt or other verification of cost. Costs of such meals should not be extravagant.

5.10.6 Travelers with special dietary needs due to a medical condition or other food restriction shall request a reasonable meal accommodation at the conference or event site. Should the conference or event site be unable to make the reasonable meal accommodation, the employee is eligible to receive reimbursement up to the per diem rate.

5.11 Reconciliation/reimbursement procedures. Within ten days of returning from travel, the employee must complete a Travel Reconciliation Form and attach the required receipts and documentation. The Travel Reconciliation Form must be certified by the employee and signed by the department head and the Finance department. The following documentation must be included with the Travel Reconciliation Form:

5.11.1 A receipt, invoice, or brochure providing the registration amount and information for registration amounts paid.

5.11.2 Itemized receipts for lodging expenses.

5.11.3 Itemized receipts for airfare.

5.11.4 Itemized receipts should be provided for taxi, shuttle, baggage fees, or any other business expense that is authorized in this policy.

5.12 Lost receipts. If a lodging or other required receipt is not issued or is lost, a Lost Receipt Affidavit (Attachment D) will be sufficient documentation of the actual cost. The Town expects that a good faith effort will be made by an employee to collect and retain all required receipts. The employee should avoid using a Lost Receipt Affidavit unless absolutely necessary. Receipts are always the preferred form of documentation.

5.13 Non-reimbursable expenses. The following expenses are not reimbursable under this directive. This list is not intended to be a complete list of unallowable items; travelers are expected to exercise good judgment:

5.13.1 Alcohol

5.13.2 Car rental insurance purchased for domestic travel

5.13.3 Child care

5.13.4 Commuting expenses

5.13.5 Corporate card delinquency fees or finance charges

5.13.6 Dues in private clubs

5.13.7 Early boarding passes or similar for air travel

5.13.8 Frequent flier and other similar awards for hotel and car rentals

5.13.9 Gym and recreational fees, including massages and saunas

5.13.10 In-room movies

5.13.11 In-room stocked mini-bar items

5.13.12 Insurance costs such as life insurance, flight insurance, personal automobile insurance and baggage insurance

5.13.13 Laundry or valet service for travel of fewer than five days

5.13.14 Lost baggage

5.13.15 Loss or theft of cash advance money, airline tickets, personal funds or property

5.13.16 "No-show" charges for hotel and car service, unless extreme extenuating circumstances are documented

5.13.17 Optional upgrades (air, hotel, car, etc.)

5.13.18 Parking tickets or traffic violations

5.13.19 Personal automobile repairs

5.13.20 Personal banking fees

5.13.21 Personal credit card fees

5.13.22 Personal entertainment

5.13.23 Personal grooming services, such as barbers, hairdressers and shoe shines

5.13.24 Personal telephone charges in excess of reasonable calls home, generally one per day

5.13.25 Pet care

5.14 One-day travel. In general, trips within Pima County do not qualify for reimbursement for an overnight stay. The Town, following IRS regulations, does not allow travel meal expense without an overnight stay. However, a bona fide business meal may be reimbursed.

5.15 Miscellaneous expenses. Certain miscellaneous expenses essential to the purpose of authorized travel may be reimbursed. Miscellaneous expenses include: registration (if not prepaid), costs of presentations, published proceedings, and other actual expenses in connection with professional meetings, conferences and seminars.

5.16 Combining town and personal travel. The Town does not pay travel expenses that are not required for official Town business. The focus of the travel should be on the business training. An employee combining personal travel before or after a conference or business trip is responsible for the total cost of the personal travel. Personal travel expenses will not be reimbursed, nor can it be reflected in any Town business expenses. The Town will reimburse travel expenses at the lowest cost that should have been incurred for the business purpose.

5.16.1 Expenses of a spouse, family member, or others accompanying the business traveler are not reimbursable and are not to be charged on the Town credit card.

5.17 Indirect routes. If the employee takes an indirect route or interrupts a direct route for other than Town business, reimbursement for air fare will be at either the actual charge or the charge that would have been incurred by traveling the direct route by the most economical means, whichever is less.

5.18 Unauthorized travel expenses**.** The employee will be required to reimburse the Town for unauthorized travel expenses. The Finance Department will make every effort to establish a repayment schedule that meets the Finance Department's responsibility to recoup public funds in a timely manner and incorporates consideration for the employee's ability to repay. Repayment shall be made by cash or personal check. Should the employee fail to make any required repayments, Finance may deduct the amount of repayment by payroll deduction when all other means have been exhausted.

5.19 Application to elected and appointed officials**.** The provisions of this directive shall also apply to elected and appointed officials, except that the approval process shall be as follows:

5.19.1 All travel requests require the approval of the Mayor, the Town Manager and the Finance Director, except that if the traveler is the Mayor, only the approval of the Town Manager and the Finance Director is required.

5.19.2 If the Mayor, the Town Manager, or the Finance Director disapprove a travel request, the request shall be scheduled for a vote of the Town Council at a public meeting. A majority of the Council shall constitute the final determination of approval or disapproval of the expenditure.

6.0 RESPONSIBILITIES

6.1 Department head responsibilities.

6.1.1 Know the provisions of this directive and inform departmental staff of the Town policy and procedures.

6.1.2 Determine if travel is necessary to achieve individual, department and Town goals.

6.1.3 Travel approval shall be completed within the departmental budget approved by Council.

6.1.4 Approve expenses in accordance with this directive.

6.2 Employee responsibilities.

6.2.1 All employees are responsible for understanding and following this directive.

6.2.2 Employees shall be personally financially responsible for unauthorized travel expenses.

6.2.3 Requests must be submitted at least two weeks before the intended departure date.

6.2.4 Travelers should spend Town funds prudently. Business travel expenses will be paid by the Town only if they are reasonable, necessary and in accordance with this directive.

6.2.5 Approval must be granted prior to incurring any costs related to travel.

6.2.6 The employee requesting travel should notify support staff as early as possible of necessary travel arrangements. Travel plans made 7 to 14 days or more in advance of a trip will, in most cases, cost considerably less.

6.2.7 The lowest fare itinerary shall be used that meets the travel demands of the event.

6.2.8 The employee is expected to only incur expenses that are consistent with the business purpose of the trip, and to exercise care in determining appropriate expenditures.

6.2.9 The employee is responsible for submitting the Travel Reconciliation Form and all forms related to his/her travel within ten business days of the conclusion of the travel. The employee may delegate responsibility for preparation of the forms, but will always retain accountability for travel expenses.

6.2.10 Individuals preparing Travel Reconciliation Forms have the responsibility for applying the correct account to each receipt to ensure compliance with Town requirements.

6.2.11 Employee must pay Town credit card balances when due.

6.3 Finance Department responsibilities

6.3.1 The Finance Department is responsible for the overall financial management of the Town's budget and may request information required to support the purposes of this directive.

7.0 ATTACHMENTS

7.1 Attachment A - Travel Authorization Form (TAF)

7.2 Attachment B - Mileage Reimbursement Log (MRL)

7.3 Attachment C – Travel Reconciliation Form

7.4 Attachment D – Lost Receipt Affidavit

REVISION HISTORY

REV	*DESCRIPTION OF CHANGE*	*DATE*
OR	Original Release	7/1/15
RE	Revision Number 1	9/1/15
RE	Revision Number 2	10/1/15

Caution: A copy of this Administrative Directive is an uncontrolled document. It is your responsibility to ensure you are using the current version. The electronic version is the only acceptable and controlled Administrative Directive.

ADMINISTRATIVE DIRECTIVE

Title:	Business Meals and Food-Related Function Expenses
Issuing Department:	Finance
Effective Date:	August 1, 2015 for Town employees; Upon Council approval for elected and appointed officials
Approved:	Gilbert Davidson, Town Manager
Type of Action:	New

1.0 PURPOSE

The purposes of this directive are to assist departments in determining the appropriate expenditure of public funds for food at meetings or related events and to ensure that expenditures are consistent with the business objectives of the Town of Marana. It also ensures fair and equitable treatment of employees by defining procedures for authorized business meals and food-related function expenses and guidelines for expense reimbursement.

2.0 DEPARTMENTS AFFECTED

All Town of Marana departments and employees, and appointed and elected officials

3.0 REFERENCES

3.1 Arizona Constitution, Article 9, Section 7 - Gift or loan of credit; subsidies; stock ownership; joint ownership

3.2 IRS Publication 15, (Circular E), Employers Tax Guide

3.3 IRS Publication 15-B, Employer's Tax Guide to Fringe Benefits

3.4 IRS Publication 463, Travel, Entertainment, Gift, and Car Expense

3.5 Town of Marana Personnel Policies and Procedures, Section 1-2-2: Abuse of Position

3.6 Town of Marana Personnel Policies and Procedures, Policy 7-5: Drug- and Alcohol-Free Workplace

3.7 Town of Marana Administrative Directive: Travel and Training

4.0 DEFINITIONS

4.1 Business meal: A meal provided at a business meeting.

4.2 Business meeting: A gathering of individuals for the purpose of exchanging information, planning, training, or other activities, where a Town employee(s) meets with a non-employee(s) for business purposes.

4.3 Business purposes: Activities that contribute to any one of the Town's major objectives and will benefit employees' ability to be more productive. The purpose must be for the public's benefit and related to the department's or Town's business activities.

4.4 Elected official: The Town of Marana Mayor or any Town of Marana Council member.

4.5 Employee: Any full- or part-time classified or unclassified employee hired for an indefinite period in a budgeted position. For purposes of this directive only, all references to employee shall also include elected and appointed officials.

4.6 Food-related functions: Public meetings, training sessions, meetings of the Town Council, Boards, or Commissions, and other functions, including Town-sanctioned, Town-wide activities such as Employee Appreciation events, at which food and beverages are served. Food-related functions do not include budgeted, Parks and Recreation events/programs in which the cost of the food is either paid by or recovered from the participant.

4.7 Public meeting: A gathering of individuals for the purpose of exchanging information, planning, training, or other activities, where the majority of attendees are non-employees, or a gathering of individuals where the purpose is to convey information to the general public. A public meeting must be held for a business purpose.

5.0 POLICIES AND PROCEDURES

5.1 Approval process. Except as provided in section 5.2 below, all expenditures for business meals and food-related functions must be approved in advance in order to be reimbursed by the Town.

5.1.1 Employees who wish to expend Town funds for business meals and food-related functions must submit a Business Meal/Food-Related Function Authorization Form (Attachment A) to the Finance Department.

5.1.2 The employee must provide a detailed description of the meal, program, or event, specifying the business purpose. Generalizations such as "discussed program operations" are insufficient.

5.1.3 The employee must submit a list of expected attendees.

5.1.4 Except as otherwise set forth in this directive, business meal expenditures require the approval of the employee's Department Head and the Finance Director, and food-related function expenditures require the approval of the Town Manager in addition to the Department Head and the Finance Director.

5.1.4.1 Notwithstanding section 5.1.4 above, Town Manager approval is not required for expenditures of the Marana Municipal Court.

5.2 Pre-approval not required. The following business meal and food-related function expenses do not require pre-approval; however, to obtain reimbursement for the expenses, the employee must submit the documentation required by section 5.3 below.

5.2.1 Business meals between a Department Head(s) and a non-employee(s) that cost less than $50.

5.2.2 Business meals between an Elected Official(s), the Town Manager, a Deputy or Assistant Town Manager, or the Town Magistrate and a non-employee(s) regardless of the cost of the meal.

5.2.3 Food-related function expenses that cost less than $50.

5.3 Substantiation/reimbursement procedures. To be reimbursed for business meal or food-related function expenditures, an employee must submit a Business Meal/Food-Related Function Substantiation Form (Attachment B) to Finance along with the check request or credit card reconciliation, as applicable. The form must be certified by the employee. The following documentation must be included with the form:

5.3.1 A listing of each individual in attendance at the event, including the individual's title, if any. For larger meetings, documentation may include a sign-in sheet, participant roster or similar item.

5.3.2 Original itemized receipts (*i.e.*, receipts with detailed food/beverage purchase information). Credit card summary receipts and/or statements will not be accepted for reimbursement. In the rare instance that no itemized receipt is available, a substitute document (Lost Receipt Affidavit) must certify compliance with this directive, included certification that no alcohol was purchased.

5.3.3 The public purpose of the business meeting or public meeting. Generalizations such as "discussed program operations" are insufficient.

5.4 Non-reimbursable expenses. The following expenses are not reimbursable under this directive. This list is not intended to be a complete list of unallowable items; employees are expected to exercise good judgment.

5.4.1 Expenses for food for employees engaged in routine Town business, except as set forth in Town of Marana Administrative Directive: Travel and Training.

5.4.2 Expenses for business meals between Town employees.

5.4.3 Expenses for alcoholic beverages; consumption of alcoholic beverages during business hours is a violation of Town of Marana Personnel Policies and Procedures, Policy 7-5: Drug- and Alcohol-Free Workplace.

5.4.4 Expenses for social functions or activities such as holiday parties, awards ceremonies, departmental celebratory functions or similar-type events, except that funds may be used for Town-sanctioned, Town-wide activities including, but not limited to, Employee Appreciation events.

5.5 Application to elected and appointed officials**.** The provisions of this directive shall also apply to elected and appointed officials, except that the approval process shall be as follows:

5.5.1 All expenditure requests require the approval of the Mayor, the Town Manager and the Finance Director, except that if the person expending the funds is the Mayor, only the approval of the Town Manager and the Finance Director is required.

5.5.2 If the Mayor, the Town Manager, or the Finance Director disapproves a request, the request shall be scheduled for a vote of the Town Council at a public meeting. A majority of the Council shall constitute the final determination of approval or disapproval of the expenditure.

6.0 RESPONSIBILITIES

6.1 All employees are responsible for understanding and following this directive.

6.2 Employees shall be personally financially responsible for unauthorized food-related function or business meal expenses.

6.3 Department Heads are responsible for budgeting for costs within their respective departments and are responsible for ensuring the use of public funds is consistent with this directive.

6.4 The Finance Department is responsible for the overall financial management of the Town's budget and may request information required to support the purposes of this directive.

7.0 ATTACHMENTS

7.1 Attachment A - Business Meal/Food-Related Function Authorization Form

7.2 Attachment B - Business Meal/Food-Related Function Substantiation Form

REVISION HISTORY

REV	*DESCRIPTION OF CHANGE*	*DATE*
OR	Original Release	8/1/15

Caution: A copy of this Administrative Directive is an uncontrolled document. It is your responsibility to ensure you are using the current version. The electronic version is the only acceptable and controlled Administrative Directive.

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C3

To: Mayor and Council

From: Erik Montague, Finance Director

Date: October 20, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-112: Relating to Transaction Privilege Tax; approving and authorizing the Finance Director to execute a memorandum of understanding between the State of Arizona Department of Revenue and the Town of Marana to establish performance measures to promote the timely, efficient and accurate processing of municipal tax matters (Erik Montague)

Discussion:

In 2015, HB 2617 amended SB 1471 (revenue; budget reconciliation; 2015-2016) regarding how cities, counties, Maricopa County of Governments (MAG) and Pima County of Governments (PAG) would share in an ongoing partial assessment of Arizona Department of Revenue (ADOR) for costs relating to the uniform administration of transaction privilege taxes (collection and audit). Under this law, ADOR could assess up to $20,755,835 in administration fees which are broken into the following categories:

- $ 2,582,400 - MAG
- $ 511,203 - PAG
- $ 6,749,322 - Counties
- $10,912,910 - Cities and Towns

The amounts allocated to each city and town was based on the 2010 decennial census population figures, in the same way that State Shared TPT revenues are allocated. Additional fees were assessed to each self-collecting city to offset the cost of programming changes required to accept tax payments for those cities. No additional fee was assessed to cities and towns already in the State collection system. For fiscal year 2015-2016, Marana's assessment for ADOR administration was $75,934 and was due by September 30, 2015. Marana's assessment was paid timely.

The Memorandum of Understanding (MOU) was created in order for the ADOR administration

assessment to be considered a "fee for service", with performance measures, as opposed to a form of taxation. The attached MOU was negotiated with ADOR and a broad group of cities and towns with the League of Arizona Cities and Towns. All cities and towns will have the same MOU. No changes may be made to it by any individual city or town. The League of Arizona Cities and Towns considers it an annual MOU that renews automatically at the beginning of each fiscal year, subject to the annual review conditions provided for in the MOU.

The resolution before you this evening authorizes the Finance Director to sign this MOU.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-112, authorizing the Finance Director to sign a memorandum of understanding with the Arizona Department of Revenue relating to transaction privilege tax administration.

Suggested Motion:

I move to adopt Resolution 2015-112, authorizing the Finance Director to sign a memorandum of understanding with the Arizona Department of Revenue relating to transaction privilege tax administration.

Attachments: Resolution No. 2015-112
ADOR MOU
ADOR MOU_Measures

MARANA RESOLUTION NO. 2015-112

RELATING TO TRANSACTION PRIVILEGE TAX; APPROVING AND AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF ARIZONA DEPARTMENT OF REVENUE AND THE TOWN OF MARANA TO ESTABLISH PERFORMANCE MEASURES TO PROMOTE THE TIMELY, EFFICIENT AND ACCURATE PROCESSING OF MUNICIPAL TAX MATTERS

WHEREAS A.R.S. § 42-6001 *et seq.* provides that the Arizona Department of Revenue (ADOR) shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement (IGA) pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the state, cities or towns; and

WHEREAS on June 16, 2015, the Town Council adopted Resolution No. 2015-061 approving and authorizing the Mayor to execute an IGA with ADOR regarding the administration, collection, audit and/or licensing of transaction privilege tax and affiliated excise taxes imposed by the Town of Marana; and

WHEREAS in furtherance of the purposes of the IGA, the parties desire to enter into a memorandum of understanding to establish performance measures to promote the timely, efficient and accurate processing of municipal tax matters; and

WHEREAS the Town Council finds that entering into this memorandum of understanding is in the best interests of the Town and its citizens.

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

SECTION 1. The memorandum of understanding between the Arizona Department of Revenue and the Town of Marana, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Finance Director is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of October, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Memorandum of Understanding

Memorandum of Understanding

Between

Arizona Department of Revenue

and

City/Town of _____

Background
Administration and collection of local municipal transaction privilege tax and similar affiliated excise taxes imposed under the Model City Tax Code are governed under Arizona Revised Statutes Title 42, Chapter 6.

House Bill 2111 (2013 First Regular Session) and House Bill 2389 (2014 Second Regular Session), as a means of simplifying tax administration, requires the local municipal transaction privilege and affiliated excise taxes to be collected and administered by the Arizona Department of Revenue ("DOR"). In addition, DOR and each city and town shall enter into an intergovernmental agreement to establish a uniform method of administration, collection, audit, and licensing. House Bill 2617 (2015 First Regular Session) requires DOR to impose fees on cities and towns to pay a portion of administrative, program and other operating costs for DOR to provide administrative and collection services to local governments.

Purpose
In furtherance of this mission and the fees imposed by House Bill 2617, this Memorandum of Understanding (MOU) sets forth the understanding between the DOR and the City/Town of _____ ("City/Town") to establish performance measures to promote the timely, efficient and accurate processing of municipal tax matters.

Reporting
Appendix A, which was created by a team of representatives from DOR and the cities and towns, focuses on the performance measures in the operational areas of Administration, Customer Service, AZTAXES.gov, Audit, and Collections.

Duration
The term of this MOU shall be from July 1, 2015 through June 30, 2016.

Annual Review
During the term of this MOU, the Appendix A may undergo an annual review to be completed no later than March 31st of each year, however can be delayed or canceled if

determined no review is necessary. The performance measures may be modified by DOR and the cities and towns upon mutual agreement during the annual review process. These performance measures are goals. Payments due from cities and towns are required by law, and not contingent upon DOR meeting the goals.

Arizona Department of Revenue
Attn: Director, Division Code 20
1600 W. Monroe
Phoenix, AZ 85007

City/Town of _____
City Address

_____Date:_____
Director
Arizona Department of Revenue

_____Date:_____
Chief Financial Officer/Finance Director
City/Town of _____

Appendix A

Performance Category	Goal/Objective	Performance Measurement	Report Frequency	Additional Info
Administration				
New licenses processed	To process new license applications within 5 days of receipt	1. average # of days to process a new license application 2. % of new license applications processed within 5 days of receipt	Monthly	
License Modifications/Cancellations	To process license modifications/cancellations received by the 25th of the month by the end of the month.	# of license modifications/cancellations remaining at the end of the month	Monthly	
Clean cut off by calendar month activity on all monthly activity reports	DOR will ensure that all money deposited within a calendar month and all returns received within a calendar month will be processed within that accounting month and money distributed for that month.	1. Close the previous accounting month by the 15th of the following month. 2. Beginning January, 2016, to distribute money from 2 accounting months during the first 2 weeks of the new accounting month.	Monthly	
All TPT Tax Returns processed including amendments, modifications, adjustments, etc.	To process all TPT tax returns within an average of 4 calendar days.	Average # of days to process a TPT tax return/% of TPT tax returns processed within 4 calendar days	Monthly	
TPT Deposits	Payments processed and deposited within 24 hours of receipt	Average # of days to deposit TPT money	Monthly	
Distribution or Allocation errors	Notify affected cities of distribution or allocation error within 5 business days of identification		As needed	
Month End City Journals	To complete the month-end reconciliation process and issue the City Payment Journals by the 15th of the next calendar (accounting) month.	1. Number of calendar days to issue the City Payment Journal. 2. Percent of months in which report was issued prior to the 15th calendar day of the month.	Monthly	
Customer Service				
Cities Unit - Request for Research	To provide feedback to city requests for research by establishing contact with Cities Unit employee within 10 days.	1. Average # of days to provide feedback to city requests for research. 2. # of days for resolution of city request.	Monthly	

Appendix A

Performance Category	Goal/Objective	Performance Measurement	Report Frequency	Additional Info
Cities Unit - Request for Research - License Compliance	To respond to city requests for license information within 5 days of request	Average # of days to respond to a city request for license information	Monthly	Report fields to include, but not limited to; Business Name, Business Address, Owner Information.
TIA - Incoming Calls from Businesses	To respond to business taxpayer calls within 15 minutes.	Average # of minutes to respond to a business taxpayer call	Monthly	
AZTaxes				
Electronic return filings	To increase the percentage of TPT taxpayers who file electronically to 40%	% of TPT taxpayers who file electronically	Monthly	June 2015: 24%
AZTaxes online and available	To ensure that AZTaxes.gov is available for taxpayers use 24/7	% of time AZTaxes.gov is available	Monthly	
Audit				
Comprehensive Audit Report(s) that includes the following items: a. Planned Audits b. Request for Audits c. Audits in Progress for All Cities d. Completed Audits for All Cities/towns e. VDAs f. Managed Audits g. Audit Penalty Waivers h. Refund Requests i. Protests j. Settlements/Closing Agreements	To produce a comprehensive audit report bi-monthly to disseminate at the bi-monthly UAC meeting or email to non-UAC member cities.	1. Comprehensive TPT Audit Report designed by the UAC meeting in September, 2015. 2. % of bi-monthly UAC meetings in which report was ready for discussion.	Bi-monthly	
In State Audits (Field & Desk Review)		Average # of months to complete an In State audit/ % of In State audits completed within 7 months of opening the audit	Monthly	

Appendix A

Performance Category	Goal/Objective	Performance Measurement	Report Frequency	Additional Info
Out of State Audits		Average # of months to complete an Out of State Audit/% of Out of State Audits completed within 18 months of opening the audit	Monthly	
License Compliance/Enforcement		Report to be designed by September 2015 UAC meeting based upon License Compliance database. Consideration being given to sharing of data between DOR and cities and towns with licensing programs.	Monthly	
Audit Assessments	To process an audit conducted by city/town within 10 business days of receiving a complete and accurate file	Average # of days to process an audit conducted by city/town once a complete and accurate file was received	Monthly	

Collections

DOR Comprehensive Collections Report that includes the following information:	To provide Collections information pertaining to TPT accounts by the end of the following week.	1. # of reports issued weekly 2. % of weeks report was issued	Weekly	Modification of existing DOR internal report to include Status, total AR balance, etc. (Cannot be distinguished by city/town balances). Open/Closed/In Progress Collection Cases
a. Payment Plans	Identifies accounts on payment plans			
b. Liens	Identifies accounts with filed liens			
c. Levies	Identifies accounts that have been			
d. Judgments	Identifies accounts that have judgments filed			DOR does very few, if any, TPT
e. Bankruptcies	Identifies accounts in bankruptcy status			Modification of existing DOR internal report to include Status, total AR
Liquor Tag	To provide Collections information pertaining to TPT accounts with a Liquor Tax by the end of the following week.	1. # of reports issued weekly 2. % of weeks report was issued	Weekly	DOR will have to issue a separate report for Liquor Tag information.
Accounts Receivable - Aging Report		Summary report of TPT activity	Monthly	

Appendix A

Performance Category	Goal/Objective	Performance Measurement	Report Frequency	Additional Info
REPORTS FROM DOR				
New License Report (modification of existing report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	All reports are listed in the IGA
License Update Report (new report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
City/town Payment Journal Detail (CPJ) (modification of existing report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
City/town Payment Journal Summary (modification of existing report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
No money report (new report, data currently shown on CPJ) also includes delinquency information	To issue report within 15 calendar days after the close of the preceding month via FTP to city/town	1. # of reports issued by the 15th calendar day of the following month 2. % of months in which report was issued prior to the 15th calendar day of the month	Monthly	Filed and not paid/Licensed but not filed
Fund Distribution Report with 100% accuracy	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
Fund Distribution Summary Report (new report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
Deduction Report (new report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
SLUG Reporting				
Create system for cities to appeal to SLUG	To create a process for town/city to appeal to SLUG	The process is documented by January 1, 2016		
Select SLUG members	To select the members of SLUG committee by January 1, 2016	Members selected and documented by January 1, 2016		

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C4

To: Mayor and Council

From: Laine Sklar, Town Magistrate

Date: October 20, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-113: Relating to Municipal Court; ratifying the appointment of Michael Aaron, Thomas Benavidez, Bobbi Berry, Kate Dawes, Harvey Jurkowitz and Alfred McDonald as temporary magistrates pro tempore for the Marana Municipal Court (Laine Sklar)

Discussion:

The Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence. Additionally, Section 1-305 of the Arizona Code of Judicial Conduct requires that judges responsible for appointing or recommending appointment of judicial officers adopt procedures for making those appointments. Laine Sklar, Town Magistrate, has adopted such procedures and those procedures provide that if the need arises, the Town Magistrate may appoint temporary part-time magistrates pro tempore to serve on an as-needed basis until such time as a formal recruitment can be completed. The procedures also provide that temporary appointments shall be ratified by the Town Council at the Council's next regularly scheduled meeting.

The Town Magistrate has identified Michael Aaron, Thomas Benavidez, Bobbi Berry, Kate Dawes, Harvey Jurkowitz and Alfred McDonald as qualified to serve as temporary magistrates pro tempore, and on October 12, 2015, the Town Magistrate appointed those individuals as temporary magistrates pro tempore. Their qualifications are as follows:

Michael Aaron was admitted to practice law in Montana in 1988 and in Arizona in 1991. He has worked as a prosecutor and practiced criminal defense, as well as family law. Mr. Aaron is currently appointed as a judge pro tempore in Pima County Superior Court.

Thomas Benavidez was admitted to practice law in Arizona 1996. Mr. Benavidez has practiced

in the areas of criminal prosecution and defense throughout his career. Additionally, he has served as a judge pro tempore in Pima County Consolidated Justice Court for 12 years. Mr. Benavidez also served as a judge pro tempore in Marana Municipal Court in the past.

Bobbi Berry was admitted to practice law in 1991. She worked as prosecutor in the Pima County Attorney's Office from 1991 to 1999 and has practiced criminal defense since 1999.

Kate Dawes was admitted to practice law in Illinois in 1976 and in Arizona in 1982. She served as a Magistrate in Tucson City Court for 12 years. Prior to that, she practiced as a prosecutor. Ms. Dawes is currently a judge pro tempore in the Town of Oro Valley and the Town of Sahuarita.

Harvey Jurkowitz was admitted to practice law in Arizona in 1968. He served as a judge pro tempore in Pima County Superior Court from 2005-2013, in Tucson City Court from 1997-2000, in Oro Valley Municipal Court from 2006-2008, and in Pima County Consolidated Justice Court from 1983-1987.

Alfred McDonald was admitted to practice law in Arizona in 1995. He has practiced as a criminal defense attorney for 20 years.

Therefore, consistent with the adopted policy, the Town Magistrate now brings forth these appointments for ratification by the Town Council.

Staff Recommendation:

Staff recommends the Town Council ratify the appointments made by the Town Magistrate.

Suggested Motion:

I move to adopt Resolution 2015-113, ratifying the appointments of Michael Aaron, Thomas Benavidez, Bobbi Berry, Kate Dawes, Harvey Jurkowitz and Alfred McDonald as temporary part-time magistrates pro tempore in Marana Municipal Court.

Attachments: Resolution No. 2015-113

MARANA RESOLUTION NO. 2015-113

RELATING TO MUNICIPAL COURT; RATIFYING THE APPOINTMENT OF MICHAEL AARON, THOMAS BENAVIDEZ, BOBBI BERRY, KATE DAWES, HARVEY JURKOWITZ, AND ALFRED MCDONALD AS TEMPORARY MAGISTRATES PRO TEMPORE FOR THE MARANA MUNICIPAL COURT

WHEREAS Section 5-2-1 of the Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence; and

WHEREAS consistent with Section 1-305 of the Arizona Code of Judicial Conduct the Town Magistrate, the Honorable Laine Sklar, has adopted procedures for appointment of part-time and temporary magistrates pro tempore of the Marana Municipal Court; and

WHEREAS those procedures allow for the temporary appointment part-time magistrates pro tempore by the Town Magistrate, if the need arises, to serve on an as-needed basis until such time as a formal recruitment can be completed; and

WHEREAS those procedures provide that temporary appointments shall be ratified by the Town Council at the Council's next regularly scheduled meeting; and

WHEREAS the Town Magistrate has identified Michael Aaron, Thomas Benavidez, Bobbi Berry, Kate Dawes, Harvey Jurkowitz, and Alfred McDonald as qualified to serve as temporary magistrates pro tempore; and

WHEREAS on October 12, 2015, the Town Magistrate appointed Michael Aaron, Thomas Benavidez, Bobbi Berry, Kate Dawes, Harvey Jurkowitz, and Alfred McDonald as temporary magistrates pro tempore; and

WHEREAS the Town Council finds that these individuals meet the qualifications imposed by Arizona law and possess the requisite skill and character to perform as magistrates pro tempore; and

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

SECTION 1. The Town Council hereby ratifies the appointments of Michael Aaron, Thomas Benavidez, Bobbi Berry, Kate Dawes, Harvey Jurkowitz, and Alfred McDonald to serve as temporary magistrates pro tempore on an as-needed basis until such time as a formal recruitment can be completed.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of October, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C5

To: Mayor and Council

Submitted For: Gilbert Davidson, Town Manager

From: Jocelyn C. Bronson, Town Clerk

Date: October 20, 2015

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Principle Statement 2, Initiative 10. Engage and support veteran/military groups to be a part of community activities, including the veterans cemetery associations.

Subject: Resolution No. 2015-114: Relating to Regional Community Development; support for Veterans and all military personnel by recognizing the efforts of the Southern Arizona Fisher House project (Gilbert Davidson)

Discussion:
The Town of Marana and surrounding community has long recognized the service, valor and sacrifices made on behalf of our country by the men and women serving in the various branches of the United States military through proclamations, resolutions, memorials and most recently, the construction of a Veterans' cemetery in north Marana. It is therefore appropriate to acknowledge the construction of the Fisher House being built on the grounds of the Southern Arizona VA Health Care System in Tucson.

The idea for Fisher House came about in the 1970's when Pauline Trost, whose husband eventually became the Chief of Naval Operations in 1986, witnessed first-hand families disembarking from airplanes to visit their injured relatives. She wondered where they were staying. That set in motion the idea to provide affordable, temporary housing for the families.

Eventually Mrs. Trost teamed up with Zachary Fisher, a wealthy businessman who had a similar desire to help families of wounded Veterans, and together they created the first Fisher House which opened in 1991 in the Washington, D.C. area. Since then more than 63 Fisher Houses have

been built in the United States and Europe.

In 2011, the Secretary of Veterans Affairs approved the Southern Arizona VA Health Care System location in Tucson as the future site for an Arizona Fisher House. When completed at the end of 2015, the Arizona Fisher House will provide 12 to 16 suites for Veterans' family members who live more than 50 miles away whose hospitalized loved ones are receiving services through the Veterans' rehabilitation program.

The Arizona Fisher House Foundation is charged with raising $3 million from corporate and private donors to be matched by the National Fisher House Foundation to complete construction. Should members of the community wish to donate to this fund, the Fisher House website can provide additional details.

Staff Recommendation:

Staff recommends approval of this resolution.

Suggested Motion:

I move to approve Resolution No. 2015-114, supporting Veterans and all military personnel by recognizing the efforts of the Southern Arizona Fisher House Project.

Attachments: Resolution No. 2015-114

MARANA RESOLUTION NO. 2015-114

RELATING TO REGIONAL COMMUNITY DEVELOPMENT; SUPPORT FOR VETERANS AND ALL MILITARY PERSONNEL BY RECOGNIZING THE EFFORTS OF THE SOUTHERN ARIZONA FISHER HOUSE PROJECT.

WHEREAS the first Fisher House was opened in 1991 in the Washington D.C. area; and

WHEREAS there are currently 63 Fisher Houses through the United States, Germany and England; and

WHEREAS since its inception, Fisher House has saved military and veterans' families an estimated $200 million in out-of-pocket costs for lodging and transportation; and

WHEREAS on July 11, 2011, the Secretary of Veterans Affairs approved the Southern Arizona VA Health Care System (SAVAHCS) location in Tucson as the future host site for an Arizona Fisher House; and

WHEREAS SAVAHCS offers hospital and palliative care, skilled nursing, geriatric care, physical medicine and advanced rehabilitation in its 90-bed facility; and

WHEREAS the Arizona Fisher House will provide 12-16 suites for Veteran family members living greater than 50 miles away whose hospitalized loved ones are receiving services through the Veterans' rehabilitation program.

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

SECTION 1. The Town of Marana Mayor and Council hereby recognizes and supports the mission and long-term viability of the Fisher House project on the campus of the Southern Arizona VA Health Care System.

SECTION 2. The Town Manager and designated employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of October, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C6

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: October 20, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-115: Relating to Community Development; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2015-2016 Community Development Block Grant Program (Lisa Shafer)

Discussion:

The Community Development Block Grant (CDBG) program, established by Congress in 1974, provides communities with resources to address a wide range of unique community development needs. Administered by the U.S. Department of Housing and Urban Development (HUD), the CDBG program provides annual grant funding, on a formula basis, to 1209 general units of local government and states. HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons. A grantee may also carry out activities which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet these broad national objectives.

Eligible grantees include: principal cities of Metropolitan Statistical Areas (MSAs); other metropolitan cities with populations of at least 50,000; and qualified urban counties with populations of at least 200,000 (excluding the population of entitled cities). HUD determines the amount of each entitlement grant by a statutory dual formula which uses several objective

measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas. Because the Town does not meet the entitled communities criteria, any CDBG funding received by the Town must be allocated by Pima County. These funds are subject to both the federal CDBG guidelines and the HUD-approved plan developed by Pima County. The Town is able to apply for use of a portion of Pima County's CDBG funding through an annual proposal process.

Earlier this year the Town applied for funding in three specific programs (Colonia Neighborhood Cleanup, Emergency Home Repair and Owner Occupied Housing Rehabilitation) and for funding to cover the cost of administering programs that address the needs of low-to moderate-income families. Pima County awarded the Town of Marana $76,700 from the 2015-2016 Community Development Block Grant Program. The grant provided funding for Administration ($11,700), Colonia Clean-up ($10,000), Emergency Home Repair ($25,000) and Owner Occupied Housing Rehabilitation ($30,000). This is a slight decrease in funding from the 2014-2015 award of $80,000. This award term is from October 1, 2015 to September 30, 2016.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Yes
Amount:	$76,700

This funding does not require any match or leveraged funding. All services will be provided with direct cost reimbursement.

Staff Recommendation:

Staff recommends approval of the intergovernmental agreement with Pima County for the management and implementation of the 2015-2016 Community Development Block Grant Program.

Suggested Motion:

I move to adopt Resolution No. 2015-115, approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2015-2016 Community Development Block Grant Program.

Attachments: Resolution No. 2015-115
CDBG IGA

MARANA RESOLUTION NO. 2015-115

RELATING TO COMMUNITY DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR THE MANAGEMENT AND IMPLEMENTATION OF THE 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS the Town of Marana recognizes the need to provide safe affordable housing and neighborhood infrastructure for its citizens and has applied for Community Development Block Grant (CDBG) funding for these purposes; and

WHEREAS Pima County has been awarded funding from the U.S. Department for Housing and Urban Development under the CDBG program for the 2015-2016 federal fiscal year; and

WHEREAS the Town of Marana has been selected as a sub-grantee through Pima County's proposal process; and

WHEREAS the parties may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952, *et seq.*; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this intergovernmental agreement.

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

SECTION 1. The intergovernmental agreement between the Town of Marana and Pima County attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of October, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PIMA COUNTY COMMUNITY DEVELOPMENT AND NEIGHBORHOOD CONSERVATION DEPARTMENT

Program/Project Name: Management and Implementation of the Community Development Block Grant (CDBG) Program

Subrecipient: Town of Marana

DUNS No.: 098034143

Project Description: Funds will be used for the management of the CDBG Program including: Administration, Colonia-Neighborhood Cleanup Program, Emergency Home Repair, and Owner Occupied Housing Rehabilitation.

Contract Term: October 1, 2015 through September 30, 2016.

Amount: $76,700.00

Funding: U.S. Department of Housing and Urban Development

Federal Contract No. B-15-UC-04-0502

Award Date: July 1, 2015

CFDA	Program Description	Nation Funding	Pima County Award
14.218	Community Development Block Grant/Entitlement Communities (CDBG)	FY15 est. $2,095,100,000.00	$2,592,446.00

Is this a Research and Development Contract: ☐ Yes ☒ No

This Intergovernmental Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and Town of Marana, a municipal corporation of the State of Arizona ("Subrecipient").

RECITALS

A. County and Subrecipient may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.*

B. Subrecipient is authorized by A.R.S. § 9-500.11 to expend public monies for and n connection with economic development activities.

C. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.

D. County applied for and received Community Development Block Grant ("CDBG") funds in the amount of $2,592,446.00 from the U.S. Department of Housing and Urban Development ("HUD"), under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383).

E. Under solicitation number CDNC-12-09-14-ESG-CDBG ("the Community Planning Application 15-16"), County sought proposals for programs and activities that would qualify for CDBG funding during Federal Fiscal Year 2015-2016.

F. Subrecipient submitted responses to the Community Planning Applications defined above.

G. County has determined that the services or activities proposed in Subrecipient's response to the Community Planning Applications are eligible for CDBG funding and in the best interests of the residents of Pima County.

H. On May 5, 2015 the Pima County Board of Supervisors authorized inclusion of Subrecipient's proposal for use of CDBG funds for in the 2015-2016 Annual Action Plan that County submitted to HUD.

I. On May 5, 2015, the Pima County Board of Supervisors passed Resolution No. 2015-20 approving an allocation of CDBG funds to Subrecipient.

J. CDBG funds in the amount of **$76,700.00** have been allocated to Subrecipient for management of the Community Development Block Grant Program.

NOW THEREFORE, COUNTY and AWARDEE, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1.0 TERM AND EXTENSIONS

1.1 This Agreement, as awarded by County, will commence on October 1, 2015 and will terminate on September 30, 2016, unless sooner terminated or further extended pursuant to the provisions of this Agreement. County will have the option to renew this Agreement for up to one (1) 12-month period or any portion thereof.

1.2 Except as set forth in Paragraph 1.4 below, any modification or extension of the contract termination date must be by formal written amendment executed by the parties hereto.

1.3 Any amendments to the Agreement must be approved by the County before any services under the amendment commences.

1.4 Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Development and Neighborhood Conservation Department or designee. Minor modifications are changes in the scope or budget, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of the County under this Agreement.

1.5 Notwithstanding paragraph 1.1 above, the terms of this Agreement will survive and remain in effect during any period that Subrecipient has control over CDBG funds, including program income.

2.0 SCOPE OF SERVICES

2.1 Subrecipient will:

2.1.1 Provide the County with the services described in the attached **Exhibit A**.

2.1.2 Employ suitably trained and skilled personnel to perform all services under this Agreement.

2.1.3 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards. Subrecipient must obtain and maintain all applicable licenses, permits and authority required for its performance under this Agreement.

2.1.4 Unless otherwise provided for herein, the personnel delivering Agreement services will:

2.1.4.1 Be employees or volunteers of the Subrecipient;

2.1.4.2 Satisfy any qualifications set forth in this Agreement; and

2.1.4.3 Be covered by personnel policies and practices of Subrecipient.

2.1.5 Obtain and maintain all required licenses, permits and authority required for performance under this Agreement.

2.1.6 Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.

2.1.7 Warrant compliance with the Urban County Intergovernmental Cooperative Agreement between Pima County and the Town of Marana for the Community Development Block Grant Program and HOME Investment Partnership Program, contract CTN-13*309.

2.1.8 Undertake the same obligations to the County, as the County does to HUD pursuant to the 2015 - 2016 Annual Action Plan and assurances. Subrecipient will hold County harmless against any injury that County may suffer with respect to HUD on account of any failure on the part of Subrecipient to fulfill obligations to HUD.

2.2 Confidentiality. Subrecipient:

2.2.1 Understands that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian.

2.2.2 Will provide access to these files only to persons properly authorized.

2.2.3 Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

2.3 Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.

2.4 No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

3.0 MONITORING AND EVALUATION

3.1 County will monitor all activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is:

3.1.1 Making adequate and acceptable progress in the provision of services;

3.1.2 Maintaining adequate and acceptable systems to document services and expenditures; and

3.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.

3.2 For monitoring and evaluation, Subrecipient must provide source documentation for payroll which may include, but is not limited to:

3.2.1 Employment letters;

3.2.2 Authorization for rates of pay, benefits, and withholding;

3.2.3 Minutes from Board of Directors' meetings establishing salary schedules and benefit packages;

3.2.4 Copies of written policies;

3.2.5 W-4 forms and associated time and attendance records;

3.2.6 Employee certifications of time spent:

3.2.6.1 If an employee of Subrecipient works solely on the services being funded by CDBG, the employee and the employee's supervisor must sign a statement every six months certifying that the employee worked only on the CDBG-funded services.

3.2.6.2 If an employee's time is split between the services being funded by CDBG and non-CDBG services and funding sources, Subrecipient must have time distribution records supporting the allocation of charges among the various funding sources.

3.3 Subrecipient must cooperate in the monitoring and evaluation process by County and/or HUD.

3.4 Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the CDBG-funded activities on the community, to HUD.

3.5 If monitoring and evaluation finds that Subrecipient's performance is substandard, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notice, this Agreement may be suspended or terminated.

3.6 To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of Housing and Urban Development, and the Comptroller of the United States will at all reasonable times have the right of access to Subrecipient's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipient's performance and Subrecipient's compliance with this Agreement.

4.0 COMPENSATION AND PAYMENT

4.1 In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Subrecipient up to **$76,700.00** ("the Maximum Allocated Amount").

4.2 Payment will be made from the CDBG Grant County has received from the U.S. Department of Housing and Urban Development ("the awarding agency").

4.3 Payment of the full Maximum Allocated Amount is subject to the CDBG funds being made available to County for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unless specifically authorized by County, unexpended funds will not be carried over into another fiscal year.

4.4 **Pursuant to the agreement between HUD and County** (Pima County Contract No. B-15-UC-04-0502) **and the Pima County Board of Supervisor's approval of this allocation of CDBG funds to Subrecipient on May 5, 2015, Subrecipient may be reimbursed for eligible costs associated with activities under this Agreement from and after October 1, 2015. Notwithstanding the limitations above, Subrecipient may be reimbursed for administrative costs incurred for performance under this Agreement between July 1, 2015 and June 30, 2016.**

4.5 Subrecipient must submit monthly request for reimbursement as follows:

Month Expense Incurred	Due date for Request for Reimbursement
January through April & July through December	30 calendar days from end of month
May	June 15
June	July 7

4.6 Requests for reimbursement must:

4.6.1 Reference this contract number.

4.6.2 Be approved and signed by an authorized representative of the Subrecipient.

4.6.3 Be for services and costs as identified in **Exhibit A**.

4.6.4 Be accompanied by documentation which must include, but is not limited to:

4.6.4.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.

4.6.4.2 Copies of invoices and checks (front and back) to support all purchases of goods or services.

4.6.4.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.

4.6.4.4 If reimbursement is authorized for personnel costs, time sheets or other records that specify the hours worked on the grant(s) and the total hours worked in the pay period. Time sheets must show the days and hours worked and should be signed by the employee and authorizing supervisor.

4.6.4.5 Fringe benefit calculations at the rate as shown in the approved budget in **Exhibit A**.

4.6.4.6 Any other documentation requested by County.

4.6.5 Be accompanied by the Financial Status Report and Request for Funds attached hereto as **Exhibit B**.

4.7 If Subrecipient is required to provide matching funds under the terms of the awarding agency, Subrecipient must also provide the documentation described in Paragraph 4.6 for the matching funds.

4.8 **Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Subrecipient may not bill the County for costs which are paid by another source. Subrecipient must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.

4.9 If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within thirty (30) days from the date invoice is received. Subrecipient should budget cash needs accordingly.

4.10 County may, at its sole discretion:

4.10.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.

4.10.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

4.10.3 **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 3.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.

4.10.4 **Deny payment** for any request for reimbursement received after the following dates:

Month Expense Incurred	Date Request for Reimbursement is submitted
January through March July and August October through December	More than 60 days after the end of the month in which the expense was incurred
April and May	June 21
June	July 15
September	October 31

If payment is made on such a delinquent request, **County will deduct its processing costs or delay-related damages.**

4.11 Pursuant to A.R.S. § 11-622, COUNTY **will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.

4.12 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred will be submitted to the County within **15 working days after the end of the contract term**. The request must meet the requirements set forth in Paragraph 3.4 and include a report summarizing Subrecipient's performance during the term of the Agreement.

4.13 **No payments will be made to Subrecipient, until all of the following conditions are met**:

4.13.1 Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;

4.13.2 Subrecipient has registered as a Pima County Vendor at the following web address -- https://secure.pima.gov/procurement/vramp/login.aspx);

4.13.3 This Agreement is fully executed; and

4.13.4 Adequate and accurate documentation is provided with each request for payment or invoice.

4.14 Subrecipient will report to County:

4.14.1 Accrued expenditures;

4.14.2 Program income, as defined by the awarding agency; and

4.14.3 All other fiscal resources applied to expenses incurred in providing services under this Agreement.

4.15 Changes between budget line items may only be made as follows:

4.15.1 Changes of LESS than 10% of the total budget amount may be granted by and at the sole discretion of the Director of Community Development and Neighborhood Conservation or designee. Subrecipient must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or designee.**

4.15.2 Changes of MORE than 10% of the total budget will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**

4.16 Disallowed Charges or Cost principles will be as follows:

4.16.1 The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6(e), (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine if incurred costs are allowed for the purpose of reimbursing such costs under Contract provisions which provide for the reimbursements of costs. Those costs which are specifically defined as unallowable may not be submitted for reimbursement by Awardee and will not be reimbursed.

4.16.2 **Subrecipient must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**

4.17 For the period of record retention required under Section 20.0 -- Books and Records, County reserves the right to question any payment made under this Section 20.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

5.0 PROGRAM INCOME

5.1 County does not anticipate that Subrecipient will generate program income, as defined by the awarding agency, will be generated under the activities of this Agreement.

5.2 In the event that activities under this Agreement do generate program income or program income is authorized, Subrecipient must:

5.2.1 Report to County all program income, as defined at 24 CFR 570.500(a), generated and received as a result of activities carried out with the CDBG-funds provided pursuant to this Agreement. These reports are due quarterly.

5.2.2 Return program income to County within 15 days of the end of each month, unless otherwise specified in **Exhibit A**.

6.0 INSURANCE

6.1 Subrecipient shall maintain commercial general liability – occurrence form, automobile liability, and worker's compensation and employer's liability insurance, or be self-insured, in amounts sufficient to cover any claims, whether or not due to negligence, which may arise in the performance of the activities set forth in this IGA.

6.2 Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions:

6.2.1 Pima County, wherever additional insured status is required, will be covered to the full limits of liability purchased by Subrecipient, even if those limits of liability are in excess of those required by this Agreement.

6.2.2 Subrecipient's insurance coverage will be primary insurance and non-contributory with respect to all other available sources.

6.2.3 Coverage provided by the Subrecipient will not be limited to the liability assumed under the indemnification provisions of this Agreement.

6.2.4 The Project Name/Agreement Number and project description must be noted on the Certificate of Insurance.

6.3 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice must be sent directly to the **Department Director, Community**

Development and Neighborhood Conservation, 2797 E. Ajo Way, Tucson, AZ 85713 by certified mail, return receipt requested.

6.4 Approval and Modifications: Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Agreement amendment but may be made by administrative action.

7.0 INDEMNIFICATION

7.1 Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

7.2 Subrecipient warrants that services provided under this Agreement are non-infringing. Subrecipient will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement.

8.0 COMPLIANCE WITH LAWS

8.1 Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.

8.2 Subrecipient will comply with the requirements of 24 CFR 570, including subpart K of these regulations, except the Subrecipient does not assume:

8.2.1 County's environmental responsibilities described in 24 CFR 570.604; and

8.2.2 County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

8.3 Subrecipient warrants that CDBG funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for:

8.3.1 Political activities;

8.3.2 Inherently religious activities;

8.3.3 Lobbying;

8.3.4 Political patronage; or

8.3.5 Nepotism activities.

8.4 Subrecipient will comply with the applicable provisions of:

8.4.1 Davis-Bacon Act (Public Law 107-217), as amended;

8.4.2 Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*);

8.4.3 Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);

8.4.4 Section 3 of the HUD Act of 1968 as amended; and

8.4.5 All rules and regulations applicable to the Acts set forth above.

8.5 Subrecipient will fully cooperate with County, HUD and any other federal agency in the review and determination of compliance with the above provisions.

9.0 INDEPENDENT CONTRACTOR

The status of Subrecipient will be that of an independent contractor. Neither Subrecipient nor Subrecipient's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Subrecipient will be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Subrecipient's failure to pay such taxes. Subrecipient will be solely responsible for its program development, operation, and performance.

10.0 SUBCONTRACTORS

10.1 Except as provided in paragraph 10.2, Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.

10.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement.

10.3 Subrecipient will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the Subrecipient is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

10.4 Subrecipient must include the provision set forth in paragraph 3.6 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

11.0 ASSIGNMENT

Subrecipient will not assign its rights to this Agreement in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval will not be unreasonably withheld.

12.0 NON-DISCRIMINATION

12.1 Subrecipient agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.

12.2 During the performance of this contract, Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13.0 AMERICANS WITH DISABILITIES ACT

Subrecipient will comply with 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. If Subrecipient is carrying out a government program or services on behalf of County, then Subrecipient will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

14.0 AUTHORITY TO CONTRACT

Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.

15.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

16.0 CANCELLATION FOR CONFLICT OF INTEREST

16.1 This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

16.2 Subrecipient agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR 84.42 and 570.611.

17.0 TERMINATION AND SUSPENSION

17.1 Termination for Convenience: County reserves the right to terminate this Agreement at any time and without cause by serving upon Subrecipient thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.

17.2 Insufficient Funds: Notwithstanding Paragraph 17.1 above, if any state or federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Subrecipient for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination to the extent that grant funds are available.

17.3 Termination for Cause: This Agreement may be terminated at any time without advance notice and without further obligation by the County when the Subrecipient is found by County to be in default of any provision of this Agreement.

17.4 Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event

of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.

17.5 Suspension: County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Subrecipient will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

18.0 NOTICE

18.1 Subrecipient must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.

18.2 Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

County:

Margaret Kish, Director
Pima County Community Development and
Neighborhood Conservation
2797 E. Ajo Way
Tucson, AZ 85713

Subrecipient:

Ed Honea, Town Mayor
Town of Marana
11555 W. Civic Center Drive
Marana, AZ. 85653

19.0 OTHER DOCUMENTS

19.1 In entering into this Agreement, Subrecipient and County have relied upon information provided in Subrecipient's proposal submitted in response to the Community Planning Applications for FY 2014-15 and 2015-16 identified in the recitals of this Agreement including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Subrecipient's Proposal, other information and documents submitted by the Subrecipient in its response to said Solicitation.

19.2 The parties shall comply with the terms and conditions of the Intergovernmental Cooperative Agreement, dated July 2, 2013 (Pima County Contract No. 13*312).

19.3 The documents set forth in Paragraphs 19.1 and 19.2 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

20.0 BOOKS AND RECORDS

20.1 Subrecipient will keep and maintain all records specified in 24 CFR 570.506 which are pertinent to the activities funded under this Agreement. All such records will be open for inspection and audit

by duly authorized representatives of County during normal business hours. Records include, but are not limited to:

20.1.1 A full description of each action or activity taken to comply with this Agreement;

20.1.2 Demonstration that the actions and activities meet one or more of the National Objectives of the CDBG program;

20.1.3 Eligibility documentation and determination;

20.1.4 Documentation of compliance with the fair housing and equal opportunity components of the CDBG program;

20.1.5 Disbursements of funds;

20.1.6 Financial records required under 24 CFR 570.502 and 24 CFR 84.21 – 28; and

20.1.7 Documentation of compliance with Subpart K of 24 CFR Part 570.

20.2 Subrecipient must retain all records pertaining to this Agreement for four (4) years after County submits the annual performance and evaluation report to HUD in which the CDBG-funded activities under this Agreement are reported on for the final time or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 4-year period, whichever is later.

21.0 AUDIT REQUIREMENTS

21.1 Subrecipient will:

21.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200 and 2400).

21.1.2 **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement**. The accounting must record all expenditures which are used to support invoices and requests for payment from the County.

21.1.3 Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.

21.1.4 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.

21.1.5 Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.

21.1.6 Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 21.0, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.

21.1.7 Pay all costs for any audit required or requested pursuant to this Section 21.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Subrecipient grant budget approved by County.

21.2 If Subrecipient meets or exceeds the single audit threshold set forth in 2 C.F.R. Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County,

provide County with a copy of the required audit document within ninety (90) days following the end of Subrecipient's fiscal year.

21.3 Subrecipient must timely submit the required or requested audit(s) to:

Denise Sauer, Contract Specialist
Pima County Community Development and Neighborhood Conservation
2797 E. Ajo Way
Tucson, AZ 85713

22.0 COPYRIGHT

Neither, Subrecipient nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

23.0 PROPERTY OF THE COUNTY

23.1 Subrecipient is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County.

23.2 Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Subrecipient is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Subrecipient will not use or release these materials without the prior written consent of County.

24.0 DISPOSAL OF PROPERTY

Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

25.0 COORDINATION

On matters relating to the administration of this Agreement, County will be Subrecipient's contact with all Federal, State and local agencies that provide funding for this Agreement.

26.0 PUBLIC INFORMATION

26.1 Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, documents submitted by Subrecipient to County may be considered public records and may be subject to release to any member of the public. Records subject to release may include, but are not limited to: pricing, product or program specifications, work plans, and any supporting data.

26.2 In the event that County receives a public records request pursuant to A.R.S. § 39-121 *et seq.* for documents Subrecipient submitted to County, County will notify Subrecipient on the same day the request is made or as soon as possible thereafter.

26.3 County will release Subrecipient's records ten (10) business days after the date of notice to the Subrecipient, unless Subrecipient has secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation.

26.4 County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records submitted to County by Subrecipient nor will County be in any way financially responsible for any costs associated with securing such an order.

27.0 ELIGIBILITY FOR PUBLIC BENEFITS

Subrecipient will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

28.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

28.1 Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Subrecipient's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this contract likewise complies with the State and Federal Immigration Laws.

28.2 County will have the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

28.3 Any breach of Subrecipient's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, will be deemed to be a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if Minority and Women Business E preferences apply) as soon as possible so as not to delay project completion.

28.4 Subrecipient will advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article (or Section?) by including a provision in each subcontract substantially in the following form:

> "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

28.5 Any additional costs attributable directly or indirectly to remedial action under this Section will be the responsibility of Subrecipient. In the event that remedial action under this Article (or Section?) results in delay to one or more tasks on the critical path of Subrecipient's approved construction or critical milestones schedule, such period of delay will be deemed excusable delay for which Subrecipient will be entitled to an extension of time, but not costs.

29.0 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 will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

30.0 WORKER'S COMPENSATION

Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that

party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

31.0 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 County and any Subrecipient employees, or between Subrecipient and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

32.0 NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or effect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

33.0 SEVERABILITY

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

34.0 NON-EXCLUSIVE AGREEMENT

Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

35.0 ENTIRE AGREEMENT

35.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.

35.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

35.3 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

THIS AGREEMENT MAY BE EXECUTED IN COUNTPARTS

PIMA COUNTY

_____
Chair, Board of Supervisors

Date: _____

ATTEST

_____
Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

Margaret Th. Kuhl 09/28/2015
Director, Community Development
and Neighborhood Conservation

SUBRECIPIENT

_____
Signature

_____
Printed name and title

Date: _____

The foregoing Intergovernmental Agreement between Pima County and Town of Marana has been reviewed pursuant to A.R.S. §11-952 by the undersigned Deputy County Attorney and the Town of Marana Attorney, 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 those parties to the Agreement represented by Pima County and Town of Marana.

PIMA COUNTY:

TOBIN ROSEN
FOR Karen S. Friar, Deputy County Attorney

TOWN OF MARANA:

_____
Town Attorney

EXHIBIT A

PROJECTS SUMMARY

1. **See attached project sheet for each CDBG Activity as submitted to HUD:**

   1.1 Administration
   1.2 Colonia Neighborhood Cleanup Program
   1.3 Emergency Home Repair
   1.4 Owner Occupied Housing Rehabilitation

2. **Reports:**

   2.1. Upon Completion of the Project, Subrecipient will provide the following reports:

   2.1.1 Annual Project Report for HUD for fiscal years 2015 through 2016. Report must include, but is not limited to, the following:

   2.1.1.1 Community impact narrative; and

   2.1.1.2 Demographic information regarding individuals or households served.

   2.2 All reporting provisions will survive the termination of this Agreement.

3 **Budget:**

Funded Activities	Amount Allocated
Administration	$11,700.00
Colonia Neighborhood Cleanup	$10,000.00
Emergency Home Repair	$25,000.00
Owner Occupied Housing Rehabilitation	$30,000.00
Total	**$76,700.00**

END OF EXHIBIT A

CPMP Version 2.0

Grantee Name: **PIMA COUNTY**

Project Name:	TOWN OF MARANA - ADMINISTRATION		
Description:	**IDIS Project #:**	**UOG Code:**	AZ049019

Administration of the CDBG program

Location:

11555 West Civic Center Drive, Marana, Az 85653 In the Marana designated colonia.

Priority Need Category

Select one: Planning/Administration

Explanation:

Local Government

Expected Completion Date:

(06/30/2016)

Objective Category

- ○ Decent Housing
- ○ Suitable Living Environment
- ○ Economic Opportunity

Specific Objectives

Outcome Categories

- ☐ Availability/Accessibility
- ☐ Affordability
- ☐ Sustainability

1
2
3

Project-level Accomplishments

Accompl. Type: N/A	Proposed			Accompl. Type:	Proposed		
	Underway				Underway		
	Complete				Complete		
Accompl. Type:	Proposed			Accompl. Type:	Proposed		
	Underway				Underway		
	Complete				Complete		
Accompl. Type:	Proposed			Accompl. Type:	Proposed		
	Underway				Underway		
	Complete				Complete		

Proposed Outcome	Performance Measure	Actual Outcome

21A General Program Administration 570.206 | Matrix Codes

Matrix Codes | Matrix Codes

Matrix Codes | Matrix Codes

Program Year 1

CDBG	Proposed Amt.	11700		Fund Source:	Proposed Amt.		
	Actual Amount				Actual Amount		
Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.		
	Actual Amount				Actual Amount		
Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units		
	Actual Units				Actual Units		
Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units		
	Actual Units				Actual Units		

CPMP Version 2.0

Grantee Name: **PIMA COUNTY**

Project Name:	TOWN OF MARANA - COLONIA - NEIGHBORHOOD CLEANUP PROGRAM		
Description:	**IDIS Project #:**	**UOG Code:**	AZ49019 PIMA COUNTY

CDBG funds will be used to provide trash bags, small landscaping supplies and tools, contract solid waste services and small disposable supplies (water, gloves, sun screen, etc.) to assist homeowners with code violations and/or problems with large debris, etc.

Location:

Census tract 44.06 Block Group 1 in the Marana designated colonia.

Priority Need Category

Select one: Public Services

Explanation:

Expected Completion Date:

(09/30/2016)

Objective Category

- ○ Decent Housing
- ◉ Suitable Living Environment
- ○ Economic Opportunity

Specific Objectives

Outcome Categories

- ☑ Availability/Accessibility
- ☐ Affordability
- ☐ Sustainability

1. Improve the services for low/mod income persons
2.
3.

Project-level Accomplishments

01 People	**Proposed**	400		Accompl. Type:	**Proposed**	
	Underway				**Underway**	
	Complete				**Complete**	
Accompl. Type:	**Proposed**			Accompl. Type:	**Proposed**	
	Underway				**Underway**	
	Complete				**Complete**	
Accompl. Type:	**Proposed**			Accompl. Type:	**Proposed**	
	Underway				**Underway**	
	Complete				**Complete**	

Proposed Outcome	Performance Measure	Actual Outcome
# of persons with imprvd access to a service	400	

05 Public Services (General) 570.201(e)	Matrix Codes
Matrix Codes	Matrix Codes
Matrix Codes	Matrix Codes

Program Year 1

CDBG	**Proposed Amt.**	10000		Fund Source:	**Proposed Amt.**	
	Actual Amount				**Actual Amount**	
Fund Source:	**Proposed Amt.**			Fund Source:	**Proposed Amt.**	
	Actual Amount				**Actual Amount**	
Accompl. Type:	**Proposed Units**			Accompl. Type:	**Proposed Units**	
	Actual Units				**Actual Units**	
Accompl. Type:	**Proposed Units**			Accompl. Type:	**Proposed Units**	
	Actual Units				**Actual Units**	

CPMP Version 2.0

Grantee Name: **PIMA COUNTY**

Project Name:	TOWN OF MARANA -EMERGENCY HOME REPAIR			
Description:	**IDIS Project #:**		**UOG Code:**	AZ049019

CDBG funds will be used for the emergency home repair program.

Location:

Census tract 44.06, Block Group 1 in the Marana designated colonia.

Priority Need Category

Select one: Owner Occupied Housing

Explanation:

Local Government

Expected Completion Date:

(09/30/2016)

Objective Category:

- (•) Decent Housing
- ( ) Suitable Living Environment
- ( ) Economic Opportunity

Outcome Categories

- [x] Availability/Accessibility
- [ ] Affordability
- [ ] Sustainability

Specific Objectives

1. Improve the quality of owner housing
2.
3.

Project-level Accomplishments

10 Housing Units	**Proposed**	6		Accompl. Type:	**Proposed**	
	Underway				**Underway**	
	Complete				**Complete**	
Accompl. Type:	**Proposed**			Accompl. Type:	**Proposed**	
	Underway				**Underway**	
	Complete				**Complete**	
Accompl. Type:	**Proposed**			Accompl. Type:	**Proposed**	
	Underway				**Underway**	
	Complete				**Complete**	

Proposed Outcome	Performance Measure	Actual Outcome
number of housing units repaired	6	

14A Rehab; Single-Unit Residential 570.202				Matrix Codes			
Matrix Codes				Matrix Codes			
Matrix Codes				Matrix Codes			

Program Year 1

CDBG	**Proposed Amt.**	25000		Fund Source:	**Proposed Amt.**	
	Actual Amount				**Actual Amount**	
Fund Source:	**Proposed Amt.**			Fund Source:	**Proposed Amt.**	
	Actual Amount				**Actual Amount**	
Accompl. Type:	**Proposed Units**			Accompl. Type:	**Proposed Units**	
	Actual Units				**Actual Units**	
Accompl. Type:	**Proposed Units**			Accompl. Type:	**Proposed Units**	
	Actual Units				**Actual Units**	

CPMP Version 2.0

Grantee Name: **PIMA COUNTY**

Project Name:	TOWN OF MARANA - OWNER-OCCUPIED HOUSING REHABILITATION		
Description:	**IDIS Project #:**	**UOG Code:**	AZ49019 PIMA COUNTY

CDBG funds will be used to rehabilitate homes of low income homeowners including roofing, HVAC, repair or replace septic systems, electrical and plumbing, etc.

Location:

Cencus tract 44.06 Block Group 1 in the Marana designated colonia.

Priority Need Category

Select one: Owner Occupied Housing

Explanation:

Expected Completion Date:

(09/30/2016)

Objective Category

- (•) Decent Housing
- ( ) Suitable Living Environment
- ( ) Economic Opportunity

Specific Objectives

Outcome Categories

- [ ] Availability/Accessibility
- [ ] Affordability
- [x] Sustainability

1. Improve the quality of owner housing
2.
3.

Project-level Accomplishments

10 Housing Units	**Proposed**	4		Accompl. Type:	**Proposed**		
	Underway				**Underway**		
	Complete				**Complete**		
Accompl. Type:	**Proposed**			Accompl. Type:	**Proposed**		
	Underway				**Underway**		
	Complete				**Complete**		
Accompl. Type:	**Proposed**			Accompl. Type:	**Proposed**		
	Underway				**Underway**		
	Complete				**Complete**		

Proposed Outcome	Performance Measure	Actual Outcome
#hsg unis focused on imprvd quality or access to housing	4	

14A Rehab; Single-Unit Residential 570.202	Matrix Codes
Matrix Codes	Matrix Codes
Matrix Codes	Matrix Codes

Program Year 1

CDBG	**Proposed Amt.**	30000		Fund Source:	**Proposed Amt.**		
	Actual Amount				**Actual Amount**		
Fund Source:	**Proposed Amt.**			Fund Source:	**Proposed Amt.**		
	Actual Amount				**Actual Amount**		
10 Housing Units	**Proposed Units**	4		Accompl. Type:	**Proposed Units**		
	Actual Units				**Actual Units**		
Accompl. Type:	**Proposed Units**			Accompl. Type:	**Proposed Units**		
	Actual Units				**Actual Units**		

EXHIBIT B

PIMA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY2015-2016 CONTRACT #

TOWN OF MARANA: ADMINISTRATION, COLONIA NEIGHBORHOOD CLEANUP, EMERGENCY HOME REPAIR AND OWNER OCCUPIED HOUSING REHABILITATION FINANCIAL STATUS REPORT AND REQUEST FOR FUNDS FOR THE MONTH OF

_____20____

REQUEST #_____

Activity	Budgeted	Expenditures This Month	Cumulative Expenditures	Balance Available
Administration	$11,700.00			
Colonia Neighborhood Cleanup	$10,000.00			
Emergency Home Repair	$25,000.00			
Owner Occupied Housing Rehabilitation	$$30,000.00			
Total Budget	$76,700.00			

Funds requested this month	

Must equal the TOTAL BUDGET line for "EXPENDITURES THIS MONTH".

I hereby certify that to the best of my knowledge, the date reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the CDBG Program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit.

_____ REVIEWED BY

_____ TITLE

_____ DATE

_____ PREPARED BY

_____ PHONE NUMBER

_____ DATE

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C7

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: October 20, 2015

Subject: Approval of October 6, 2015 Regular Council Meeting Minutes (Jocelyn C. Bronson)

Attachments: Draft 10-06-2015 Regular Council Meeting Minutes

REGULAR COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 6, 2015 at or after 7:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, Council Member

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 7:05 p.m. **Town Clerk Bronson** called roll. **Vice Mayor Post and Council Member Bowen** were excused. There was a quorum present.

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

APPROVAL OF AGENDA. ***Motion to approve by Council Member McGorray, second by Council Member Ziegler. Passed unanimously 5-0.***

CALL TO THE PUBLIC. David Morales spoke on behalf of the Disabled American Veterans and asked for support for this organization which provides volunteer services to service men and women. This chapter is not funded by any parent organization, and the only way they can exist is through donations. He noted that the DAV Chapter 4 will be at the Cotton Festival, and all donations are appreciated.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. Council Members Ziegler, McGorray and Mayor Honea all spoke with high regard for the Grand

Opening of the new Tucson Outlet Mall in Marana. **Mayor Honea** also noted that Ventana Medical Systems received its Certificate of Occupancy. He had an opportunity to tour the facility and noted that it is state of the art and will provide many job opportunities within our community.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS. **Mr. Davidson** noted that the Council Executive Report was placed on the dais and is available online. He also noted that due to the extensive data provided, the type is quite small. The report will be revised and re-distributed with larger font. He also reminded Council, staff and the audience of the annual Cotton Festival which will be this coming Saturday at the Heritage River Park from 4-9 p.m. This is a great family event. Last, after many months of hard work, the Water Utility department has a new logo, which he premiered from the dais.

PRESENTATIONS

CONSENT AGENDA. Motion to approve by Council Member Kai, second by Council Member Ziegler. Passed unanimously 5-0.

C1 Resolution No. 2015-104: Relating to Public Works; approving and authorizing the Mayor to sign a release of deed of trust in connection with a public improvement participation agreement for the construction of a right turn lane for the Tangerine Ridge development project as part of the Tangerine Road--Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive public works project (Frank Cassidy)

C2 Resolution No. 2015-105: Relating to Development; approving and authorizing the Mayor or the Town Manager to execute all legal instruments necessary or prudent to document, authorize, and consent to the assignment and assumption of developer rights, title, interest, and responsibilities relating to the Saguaro Bloom (formerly Saguaro Springs) project from and by Grayhawk Development and its related entities to and by D.R. Horton and its related entities; and ratifying the "Assignment and Assumption of Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project" previously signed by the Town Manager (Frank Cassidy)

C3 Approval of September 15, 2015 Study Session Meeting and Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Claudio Jesus Martinez on behalf of the American Diabetes Association for Hogtoberfest to be held on October 31, 2015 (Jocelyn C. Bronson). **Ms. Bronson** noted that the application was properly noticed, reviewed and was in compliance with the town's special event liquor license process. Staff recommended approval. ***Motion to approved by Council Member McGorray, second by Council Member Kai. Passed unanimously 5-0.***

L2 Relating to Liquor Licenses; recommendation to the Arizona state liquor board regarding an application to add sampling privileges to the existing liquor license at Wal-Mart Supercenter #5031 located at 8280 N. Cortaro Road, Marana, Arizona 85743 (Jocelyn C. Bronson). **Ms. Bronson** noted that the application was properly noticed and reviewed. No protests were received, and the application is in compliance with the town's process. Staff recommended approval. ***Motion to approve by Council Member Ziegler, second by council Member McGorray. Passed unanimously 5-0.***

L3 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new Series #10 Beer and Wine Store liquor license application submitted by Heather Anne Hendon on behalf of Jacksons #813, located at 13960 N. Sandario Road, Marana, Arizona 85653 (Jocelyn C. Bronson). **Ms. Bronson** stated that the application was properly noticed, reviewed and was in compliance with the town's process. No protests were received. Staff recommended approval. ***Motion to approve by Council Member Ziegler, second by Council Member McGorray. Passed unanimously 5-0.***

L4 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a Person Transfer and a Location Transfer of a Series #9 Liquor Store liquor license submitted by Jason Barclay Morris on behalf of CVS/Pharmacy #9273 located at 3785 W. Ina Road, Tucson, Arizona 85741 (Jocelyn C. Bronson). **Ms. Bronson** reported that the application was properly noticed, reviewed and is in compliance with the town's process. No protests were received, and the staff recommendation is for approval. ***Motion to approve by Council Member Kai, second by Council Member Ziegler. Passed unanimously 5-0.***

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2015-106: Relating to Community Development; approving and authorizing the Town Manager to execute one or more quit claim deeds in favor of Habitat for Humanity Tucson for Lot 49 of Honea Heights subdivision and Lots 1 and 4 and Parcel A of Sydney Place subdivision to be used for affordable workforce housing (Lisa Shafer). Presented by **Frank Cassidy**, who noted that this item carries out prior resolutions. In the past the town had a fairly robust affordable housing program. One of the projects was the Sydney Place along the east side of Whitney Lane where we created a subdivision with four parcels where there had been an existing home. That was lot 4. There was also lots 1 – 3 vacant lots and a common area and little drainage area on the east side. Two of the lots of the Sydney Place subdivision have already been transferred over to Habitat for Humanity where they built homes that are now occupied. This resolution would transfer the existing home and the final vacant lot over to Habitat for Humanity along with that common area. There is also a home at the corner of Sandy and Morgan which is lot 49. That is a house also purchased with the housing funds for non-payment of taxes, with the purchase intended for affordable housing, and that lot would transfer to Habitat as well. ***Motion to approve by Council Member Ziegler, second by Council Member McGorray. Passed unanimously 5-0.***

A2 Resolution No. 2015-107: Relating to Utilities; Authorizing the Town Manager and staff to take all necessary and appropriate steps for the Town of Marana to receive from Avra Water Co-op, Inc. a conveyance of rights and assumption of obligations of Central Arizona Project Municipal and Industrial Water Service Subcontract; approving a draft form of conveyance agreement; and authorizing the Mayor to sign the conveyance agreement and all necessary Central Arizona Water Conservation District subcontract documentation at the conclusion of the approval process. **John Kmiec** noted that previously he brought to Council information that the Avra Water Co-op was interested in divesting themselves of their current CAP allocation and their desire to have it go to the town. This is the next step in the process. Before Council is a draft agreement as well as a resolution authorizing the Mayor to execute any future contracts with CAP. This is going to Arizona Department of Water Resources with Avra Valley and Marana recommending that Avra Water relinquish their CAP credits of 808 acre feet, and transferred to the Town of Marana. That project should start in the month and then through a series of phases would eventually allow Marana to have the subcontract with CAWCD to add an additional 808 feet to our current 1528. ***Motion to approve by Council Member Kai, second by Council Member McGorray. Passed unanimously 5-0.***

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Resolution No. 2015-108: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. regarding financial support for the 2015 and 2016 El Tour de Tucson events; and approving the transfer of a total of $10,000 in budgeted expenditure authority from the Economic Development, Tourism, and Parks and Recreation budgets to the General Governments Outside Agencies line item for purposes of funding the agreement for fiscal year 2016. Presented by **Tom Ellis** began by noting that this project supports focus areas in the Strategic Plan. In August, principals with the Perimeter Bicycling Association presented Council with a unique opportunity to showcase Marana through a partnership with El Tour de Tucson Bicycling event. The agreement before Council tonight formalizes the participation by the town with the El Tour event. He gave highlights of the Tour, noting that it is the largest cycling event in Arizona and the seventh largest in the U. S. and has the second highest economic impact of any special event in southern Arizona.

The agreement requires financial support from the town of $10,000 in 2015 and $15,000 in 2016. That allows the town to be a significant partner with Perimeter Bicycling before, during and after the El Tour events and will help market Marana in major tourism outlets and media promotions. The Marana logo will be prominently displayed on all banners, t-shirts and advertising. This will have a huge impact on Marana tourism and at the same time sponsoring a healthful event in an international fashion. After the 2015 El Tour, Perimeter Bicycle will feature a customized Town of Marana 25-mile cycling event with its own application and its own placement and team awards and perhaps give the town an opportunity to promote a new signature event featuring Marana's healthy lifestyle and high quality of life. The contributions will come from three departments: Economic Development, Tourism and Parks & Recreation. The 2016 funding would be part of the 2016-17 budget cycle. **Council Member Ziegler** expressed her gratification over have this opportunity brought to the town. ***Motion to approve by Council Member Ziegler, second by Council Member McGorray. Passed unanimously 5-0.***

D2 Resolution No. 2015-109: Relating to Administration; transferring $250,000 in budgeted expenditure authority from the General Fund contingency line item to the restricted budget line items within various Town departments in the fiscal year 2014-2015 budget for unanticipated costs; reallocating $377,060 in expenditure authority between certain departments in the fiscal year 2014-2015 budget due to a reorganization. **Erik Montague** gave the FY 2015 preliminary, unaudited results, focusing primarily on the revenues from transaction privilege sales taxes, state shared revenues and licenses, permits & fees. This accounting is for the period through June 2015. Overall, revenues exceeded projections by 5.1 percent, which is significant growth. He then provided information from a trending graph to support these figures. There appears to be good stability in the new housing market. State shared revenues are the second largest revenue stream. Although we are within expectations, we exceed budget in all categories in a number of years, especially with auto lieu, which is vehicle registration tax. Even though it isn't in the general fund, Mr. Montague included the HURF fund. For audited 2015, we landed at about 122.6% of what we had budgeted. Some of that is due to the fuel prices dropping and addition consumption and how those distributions occurred. This is the main source used to repair our roads, so the more dollars we can deploy toward that makes this vital to our community. For Licenses, permits and fees, we exceeded what we had budgeted in nearly all the categories. This is primarily building safety, engineering and planning. This is a challenge, and a lot of effort is put into the calculations. For the year just ended we budgeted 600 permits, and we had in excess of 668 actual permits issued. We are about 10% above projected revenue.

He then provided an overall general fund summary. For the current month, revenues exceeded expenditures by about $4M which is significant. Keeping in mind that we are accumulating cash for the purpose of making debt service payments and other required transfers such as the splash pad. For revenues to date, revenues exceeded expenditures for those draws by about $1.2M. He had expected to land closer to break even, but the good news is that we will be returning some cash. These numbers may change after audit, but generally he feels very good about where we are. Mr. Montague finished with a brief report on general fund balances and growing those resources to eventually deploy them for appropriate uses. With the potential $1.2M, we'll be at just shy of $25M in fund balance which is significant. Related to this for Council consideration is a reallocation of $377,060 for a reorganization that occurred after the end of the fiscal year and the transfer of $250K due to unanticipated budget overruns. One occurred in the police area for $50K primarily related to vehicle maintenance and some benefit costs for new employees. The second piece is for $200K from contingency within Community Development related to animal control and how that contract works under the new contract period. This was mentioned to Council at an earlier meeting as a possibility. Final results will be available in December and published on our website for award consideration. **Mayor Honea** congratulated Mr. Montague on an excellent presentation. ***Motion to approve by Council Member Ziegler, second by Council Member Kai. Passed unanimously 5-0.***

D3 Relating to Administration; presentation regarding Local Option #A of the Model City Tax Code. **Mr. Montague** presented this item, noting that the Model City Tax code was created several years ago with the intent to provide some level of consistency among the various cities and towns. The other areas are allowing individual cities to make decisions based on what they believe to be right for their community. That's in addition to the actual tax rate. Since July 1, 2012, the Model Cities Tax Code is maintained by the Arizona Department of Revenue. Any

changes to the code will eventually need to be approved by the Mayor and Councils of the individual cities and towns and then codified in the official document. Any changes to the tax code requires that the Municipal Tax Code Commission review those changes periodically through the unified audit committee or through other interested person through that process. The Commission is a nine-member board – five by the Governor, two by the Senate and two by the House.

There are some changes that can be made that don't require that review. One is the tax rate, and the other is adopt or repeal local or model options. One of the options we have for model and local options is to decide what should be taxed. With Local Option #A, it would include new agricultural machinery equipment to exempt income-producing capital equipment. That would be limited to new equipment and to those individuals who are in the line of business of agricultural, horticultural, viticultural or floricultural crops in the state. So anyone in the business of growing those crops for commercial production would provide for an exemption for those sales to those farmers. It would not apply to non-agricultural purposes. It would put the responsibility on the business owner to obtain and maintain documentation evidencing that they properly excluding that from taxation. He then provided a list of the town cities and towns that have chosen that option. The town became aware of this option, and of some cities having this option and other not, that there may be a business in our community at a competitive disadvantage. Specifically, with Stotz coming to Marana in October 2014, individuals who have a choice may be choosing locations based some pricing differential, so there may be a competitive disadvantage at the local store.

What staff is bringing to Council is information regarding some of the options or choices we have and addressing the specific concern or issue one of our businesses has in the community. Tonight's presentation is to get direction and feedback from Council on this option. He gave a possible timeline for an effective date of January 1, 2016. Mayor Honea noted that we had something similar to this many years ago on agricultural products, and he supports this as well. We don't want companies in our community losing sales because they are at a competitive disadvantage. ***Motion to direct staff to move forward with Local Option #A of the Model Cities Tax Code that would benefit agricultural producers within the town by Council Member Kai, second by Council Member Ziegler.*** **Mayor Honea** noted that we had something similar to this many years ago on agricultural products, and he supports this as well. We don't want companies in our community losing sales because they are at a competitive disadvantage. ***Passed unanimously 5-0.***

D4 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Gilbert Davidson**). Mayor Honea** noted that there are now four people running for Congressional District 1 include two new candidate: : Paul Babeu, and Dave Gowan.

Mayor Honea noted that he forgot to mention two noteworthy passings in the past few weeks of people who had a big influence on the town. Dan Groseclose, a former Council Member and town employee passed last week after a long fight with lung cancer. Charlene Abbett, Wheeler

Abbett's wife, passed last Monday. Charlene was very active in the community and loved Marana. He asked that all keep their families in our thoughts and prayers.

EXECUTIVE SESSIONS . ***Motion to go into executive session at 7:59 p.m. on items E2 and E3 by Council Member McGorray, second by Council Member Ziegler. Passed unanimously 5-0.*** The public meeting reconvened at 8:46 p.m.

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

E1 Executive Session pursuant to A.R.S. §38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(7), for discussion and consultation with the Town's representatives and attorneys to consider the Town's position and instruct its representatives and attorneys regarding negotiations with the Arizona State Land Department concerning the current lease and possible future auction of the Tortolita Preserve.

E3 *Executive session pursuant to A.R.S. § 38-431.03(A)(4) in order to consider the Town's position and instruct the Town's attorneys regarding the Town's position regarding the anticipated Carranza sewer connection claim for the home located at 8755 North Biscay Place in Continental Ranch.*

Motion by Council Member Kai, second by Council Member McGorray to direct staff to proceed in a manner consistent with the discussion in executive session on Items E2 and E3. Passed unanimously 5-0.

FUTURE AGENDA ITEMS. Council Member Ziegler asked for a resolution supporting Fisher House, which provides comfort homes for military and Veteran families who come to support a loved one hospitalized for wounds, injuries, or illnesses at the southern Arizona VA Hospital. **Mayor Honea** concurred.

ADJOURNMENT. ***Motion to adjourn at 8:50 p.m. by Council Member McGorray, second by Council Member Kai.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on October 6, 2015. I further certify that a quorum was present.

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Jocelyn C. Bronson, Town Clerk

DRAFT