MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 4, 2016, 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 4, 2016, 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. 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 23 -- 31, 2016 Marana Red Ribbon 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. 2016-098: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, Chapter 6 - Performance Management and Employee Development, and Chapter 8 - Termination of Employment (Curry C. Hale)

C2 Resolution No. 2016-099: Relating to Municipal Court; approving the appointment of Michael Aaron, Maria Davila, Alfred McDonald, and Ronald Newman as magistrates pro tempore for the Marana Municipal Court (Laine Sklar)

C3 Resolution No. 2016-100: Relating to Utilities; approving and authorizing the Mayor to sign a Water Service and Settlement Agreement with the Lottie Kurcz Revocable Trust (Frank Cassidy)

C4 Resolution No. 2016-101: Relating to Police Department; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and other public agencies to create an Arizona Child Abduction Response Team (Libby Shelton)

C5 Resolution No. 2016-102: Relating to Public Works; approving and authorizing the Mayor to sign an Intergovernmental Agreement and Agreement among the State of Arizona, the Town of Marana, and the Pima Association of Governments relating to Ina Road Traffic Interchange and Ina Road Improvements, Silverbell Road to Camino de la Cruz (Keith Brann)

C6 Resolution No. 2016-103: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Marana Chamber of Commerce, Inc. regarding the presentation of the 2016 Big Green Event (Jane Fairall)

C7 Approval of Regular Council Meeting Minutes from September 20, 2016 (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 Patrick R. Nilz on behalf of the Marana Heritage Conservancy for Marana Game Day with Cornhole Tournament to be held on November 5, 2016.

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2016-104: Relating to Parks and Recreation; approving and authorizing Town staff to implement the Parks, Recreation, Trails and Open Space 5 Year Update and Strategic Plan dated October 2016 (Cynthia Nemeth-Briehn)

A2 Resolution No. 2016-105: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 – Classification and Compensation by adding new Policy 3-11 "Severance Benefits" (Curry C. Hale)

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.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **P1**

Meeting Date: 10/04/2016

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: October 4, 2016

Subject: Proclaiming October 23 -- 31, 2016 Marana Red Ribbon Week (Jocelyn C. Bronson)

Attachments

Marana Red Ribbon Week Proclamation

PROCLAMATION
MARANA RED RIBBON WEEK OCTOBER 23-31, 2016

WHEREAS alcohol and other drug abuse in this nation has reached epidemic stages; and

WHEREAS it is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and

WHEREAS The National Family Partnership is sponsoring the National Red Ribbon Week Campaign, and the Marana Prevention Alliance is offering Marana citizens an opportunity to demonstrate their commitment to drug-free lifestyles; and

WHEREAS businesses, government, citizens of all ages, law enforcement, media, medical and religious institutions, schools and service organizations will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying Red Ribbons during this week-long campaign.

NOW, THEREFORE, the Mayor and Council of the Town of Marana proclaim support for

MARANA RED RIBBON WEEK

and encourage citizens to participate in drug prevention education activities including adorning a tree at the municipal complex with red ribbons, displaying media materials throughout the town and encouraging employees to wear and distribute red ribbons and participate in "Marana Wears Red" on Friday, October 28, 2016.

Dated this 4th day of October, 2016.

Ed Honea

Ed Honea, Mayor

ATTEST:

Jocelyn C. Bronson

Jocelyn C. Bronson, Town Clerk

Council-Regular Meeting **C1**

Meeting Date: 10/04/2016

To: Mayor and Council

From: Curry C. Hale, Human Resources Director

Date: October 4, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-098: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, Chapter 6 - Performance Management and Employee Development, and Chapter 8 - Termination of Employment (Curry C. Hale)

Discussion:

This item proposes changes to the Town's Personnel Policies and Procedures.

The proposed revisions to Chapter 3 (Classification and Compensation) and Chapter 8 (Termination of Employment) delete all language that references the distribution of paper checks. If these amendments are approved, all Town employees will be paid through direct deposit.

The proposed revisions to Chapter 6 (Performance Management and Employee Development) are designed to allow the performance management system to evolve from year to year without requiring policy revision. Specifically, the revisions to Policy 6-1 (Performance Management) provide that the Town Manager will establish a performance management program that identifies goals and individual and team efforts. Human Resources then implements the program through a performance management system. All employees are required to follow the performance management system implemented by Human Resources.

Additional revisions include deletion of very specific requirements (such as the requirement that employees on a 16-month probation period must be evaluated twice) to allow for evolution of processes and procedures, and simplification of several paragraphs making the policy easier to read.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2016-098 adopting amendments to chapters 3, 6 and 8 of the Town's Personnel Policies and Procedures.

Suggested Motion:

I move to adopt Resolution No. 2016-098, adopting revisions to Chapter 3 - Classification and Compensation, Chapter 6 - Performance Management and Employee Development, and Chapter 8 - Termination of Employment of the Town's Personnel Policies and Procedures.

Attachments

Resolution No. 2016-098

Exhibit A to Resolution

Exhibit B to Resolution

Exhibit C to Resolution

MARANA RESOLUTION NO. 2016-098

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 3 - CLASSIFICATION AND COMPENSATION, CHAPTER 6 – PERFORMANCE MANAGEMENT AND EMPLOYEE DEVELOPMENT, AND CHAPTER 8 – TERMINATION OF EMPLOYMENT

WHEREAS Chapter 3-3 of the Marana Town Code provides that the Town Council may adopt personnel policies, rules, and regulations that follow the generally accepted principles of good personnel administration and which may be modified or changed from time to time; and

WHEREAS the Town Council adopted Personnel Policies and Procedures via Town of Marana Ordinance 99.12 and Resolution 99-38 on May 18, 1999, which have been amended from time to time; and

WHEREAS the Council finds that adoption of the amendments to the Town's Personnel Policies and Procedures as set forth in this resolution is in the best interests of the Town and its employees.

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

SECTION 1. Chapter 3 of the Town's Personnel Policies and Procedures, entitled "Classification and Compensation" is hereby amended as set forth in Exhibit A attached to and incorporated by this reference in this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

SECTION 2. Chapter 6 of the Town's Personnel Policies and Procedures, entitled "Performance Management and Employee Development" is hereby amended as set forth in Exhibit B attached to and incorporated by this reference in this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

SECTION 3. Chapter 8 of the Town's Personnel Policies and Procedures, entitled "Termination of Employment" is hereby amended as set forth in Exhibit C attached to and incorporated by this reference in this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

SECTION 4. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

SECTION 5. 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 aforementioned amendments.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

CHAPTER 3.

CLASSIFICATION AND COMPENSATION

[No revisions to Policies 3-1 through 3-3]

POLICY 3-4 PAYROLL PROCEDURES

Regular Town employees are paid biweekly. ~~If a pay date falls on a holiday, the day of pay shall be the last working day preceding the normal pay date.~~ There are 26 pay periods in the calendar year.

[No revisions to Section 3-4-1]

Section 3-4-2 Pay Checks

A. ~~Checks are distributed by t~~The Finance Department does not distribute paper checks. Employees are paid through direct deposit ~~to each department by noon~~ on the Friday following the close of the pay period, unless that day is a Town-recognized holiday. If the ~~distribution~~ pay date falls on a Town-recognized holiday, the Finance Department shall select and coordinate an alternate ~~distribution~~ pay date.

B. ~~With each pay check, e~~Employees receive a statement of earnings, deductions, leave balances and compensatory time balance for the period covered by the payment.

~~C. In the absence of direct deposit, checks for those who are on leave on the regular pay date will be held by the Finance Department until the employee returns to work.~~

~~D. An employee's pay check may be released to the employee's spouse, designated family member or to another person only if authorized in writing and in advance by the employee.~~

~~E. Employees are expected to cash their pay checks on their personal time.~~

[No revisions to Sections 3-4-3 through 3-4-5]

[No revisions to Policies 3-5 through 3-10]

CHAPTER 6

PERFORMANCE MANAGEMENT AND EMPLOYEE DEVELOPMENT

POLICY 6-1 PERFORMANCE MANAGEMENT

The ~~Town's~~ Town Manager shall establish a performance management program that relies on a system of establishing goals, strategies and performance benchmarks for the organization and ~~then~~ identifying how individual and team efforts contribute to the overall achievement of Town strategic objectives. ~~Each employee is an important part of the Town's overall success in its mission to serve the citizens of Marana. An employee's performance is directly linked to his or her compensation. The Town Manager is responsible for establishing a systematic process for the ongoing evaluation of organizational and employee performance.~~ At a minimum, the performance management program ~~this system~~ will link to Town-wide goals and strategies, set appropriate expectations, share ongoing and timely feedback, and provide opportunities for coaching ~~and distinguish between levels of performance~~. The Human Resources Director shall be responsible for ensuring implementation of an employee performance management system in accordance with this policy.

Section 6-1-1 Initial Evaluation Period

A. The initial evaluation period is a period of time constituting the final step in the screening process for appointment to a regular full- or part-time classified position. ~~Employees shall be evaluated at least once during their initial evaluation period; however, managers and supervisors are encouraged to evaluate employees more often to provide ongoing feedback.~~

B.~~A. Except for employees in the Police Department as otherwise provided in this section,~~ Except as otherwise set forth in this section, the following employees shall serve in an initial evaluation period:

1. ~~a~~All full- and part-time employees hired in a classified position.~~,~~

2. All full- and part-time employees laterally transferred to a classified position in a different classification title or in a different department than the employee was in prior to transfer.

3. All full- and part-time employees ~~or~~ demoted or promoted from one classified position to another. ~~shall serve in an initial evaluation period for six months from the date of hire, transfer, demotion or promotion. However, an employee laterally transferred or demoted will not be required to complete an initial evaluation period in the new position if the employee has previously completed an initial evaluation period in the same classification and in the same department, or if the lateral transfer or demotion is due to a Town-initiated reorganization or restructuring.~~

C.~~B.~~ The duration of the initial evaluation period shall be as follows:

1. For employees in all departments except the Police Department, six months from the date of hire, transfer, demotion or promotion. ~~All full- and part-time employees hired in a classified position in the Police Department, laterally transferred within the Police Department to a classified position in a different classification title than the employee occupied prior to transfer or demoted or promoted from one classified position in the Police Department to another, shall serve in an initial evaluation period for 12 to 16 months from the date of hire, transfer, demotion or promotion as provided in this section, except that a laterally transferred or demoted employee will not be required to complete an initial evaluation in the new position if the employee has previously completed an initial evaluation period in the same classification within the Police Department, or if the lateral transfer or demotion is due to a Town-initiated reorganization or restructuring.~~

2. For all Police Department employees except those specified in subparagraph 3 below, ~~Newly hired civilian employees, laterally transferred civilian and Arizona Peace Officer Standards and Training (AZPOST) certified employees who are required to serve in an initial evaluation period, and promoted civilian and AZPOST certified employees in classified positions in the Police Department shall serve in an initial evaluation period for~~ 12 months from the date of hire, transfer, demotion or promotion. ~~Demoted civilian and AZPOST certified employees in classified positions in the Police Department who are required to serve in an initial evaluation period shall serve in an initial evaluation period for 12 months from the date of demotion.~~

3. For ~~N~~newly hired Police Department employees who will begin their employment with the Town by attending a police academy, ~~shall serve in an initial evaluation period for~~ 16 months from the date of hire.

D.~~C.~~ Notwithstanding the provisions of this section, the following employees will not be required to complete an initial evaluation period:

1. ~~a~~An employee who is demoted, promoted or transferred due to a reclassification of a position and who has been performing the duties of the reclassified position for six months or longer prior to the reclassification~~, will not be required to complete an initial evaluation period in the reclassified position~~.

2. An employee who is laterally transferred or demoted if the employee has previously completed an initial evaluation period in the same classification and in the same department.

3. An employee who is laterally transferred or demoted if the lateral transfer or demotion is due to a Town-initiated reorganization or restructuring.

E.~~D.~~ Employees who are required to complete an initial evaluation period pursuant to this section will not be considered finally appointed to a full- or part-time classified position until successful completion of the initial evaluation period.

1. Successful completion of the initial evaluation period is evidenced by ~~a satisfactory or higher rating on~~ a performance assessment ~~document~~ which must be completed and reviewed at least ~~one~~ two weeks prior to the date that the employee's initial evaluation period is scheduled to conclude.

2. Notwithstanding the ~~one~~two-week time frame discussed in this paragraph, managers and supervisors shall review and discuss performance deficiencies with employees as soon as possible to allow the employee the opportunity to correct the deficiencies prior to the completion of the initial evaluation period. ~~Employees serving in an initial evaluation period of 16 months shall be evaluated at least two times during the initial evaluation period, once at 12 months and once at the scheduled conclusion of the initial evaluation period. The Human Resources Department is responsible for maintaining records of employee appointments and promotions and the duration of initial evaluation periods. Department heads or the chain of authority above the level of Department Head, where applicable, are responsible for ensuring that training, informal feedback about performance, and formal performance assessments are completed in a timely manner during the initial evaluation period.~~

F.~~E.~~ Employees serving in an initial evaluation period are at-will employees as defined in these Personnel Policies and Procedures. As such, during the initial evaluation period, employment may be terminated at any time, with or without cause.

1. The decision to terminate employment shall be made by the employee's Department Head or the chain of authority above the level of Department Head, where applicable, after consultation with and approval by the Human Resources Director.

2. The employee must be notified in writing that he or she has failed to successfully complete the initial evaluation period prior to the conclusion of the initial evaluation period. If the employee is not notified of unsuccessful completion prior to the conclusion of the initial evaluation period, the employee will be considered to have successfully completed the initial evaluation period.

3. The decision to terminate employment during the initial evaluation period is not subject to appeal under the personnel action review procedures set forth in Chapter 5 of these Personnel Policies and Procedures

G.~~F.~~ Notwithstanding that an employee serving an initial evaluation period as a lateral transfer or due to a promotion is an at-will employee, the employee who does not successfully complete the initial evaluation period in a transfer or promotion may be restored to his or her former position. Such restoration is not mandatory, but is optional at the discretion of the Town and within the limits of available authorized positions.

1. If an employee is restored to his or her former position, restoration shall include restoration of the employee's former pay and all other benefits to which he or she would have been entitled if the transfer or promotion had not occurred, except that any compensatory time that was paid out to an employee who transferred or promoted into an exempt position will not be restored if the employee returns to a non-exempt position.

H. The Human Resources Department is responsible for maintaining records of employee appointments and promotions and the duration of initial evaluation periods. Department heads or the chain of authority above the level of Department Head, where applicable, are responsible for ensuring that training, informal feedback about performance, and formal performance assessments are completed in a timely manner during the initial evaluation period.

Section 6-1-2 Extension of the Initial Evaluation Period

A. The Town may extend an employee's initial evaluation period if it is determined that more time is necessary to evaluate the performance of the employee.

B. All extensions of the initial evaluation period shall be approved by the Department Head or the chain of authority above the level of Department Head, where applicable, and the Human Resources Department.

C. The employee shall receive a written notice of the extension no later than the last day of the initial evaluation period. If the employee is unavailable to receive such a notice in person, the Town shall send a letter to the last known address of the employee on file with the Human Resources Department. In either case, the date of the letter shall be deemed the effective date of the notice. A copy of the notice of extension will be forwarded to the Human Resources Department for inclusion in the employee's personnel file.

D. Under no circumstances may the total time for the initial evaluation period exceed 24 months.

E. The initial evaluation period may be extended under, but not limited to, the following circumstances:~~.~~

1. ~~A.~~ The employee has had a leave of absence during the initial evaluation period that exceeds 15 calendar days.

2. ~~B.~~ The employee's performance is not satisfactory, but the Department Head believes that with more time and supervision the employee may succeed in the position. In such cases, the Department Head shall develop a documented plan of action for improvement.

3. ~~C.~~ Supervisor continuity is interrupted during the initial evaluation period.

4. ~~D.~~ The work assigned to the employee's position is cyclical and the initial evaluation period did not provide an opportunity to adequately evaluate all aspects of an employee's performance.

Section 6-1-3 Performance Management Process

A. Classified employees who have completed the initial evaluation period shall receive feedback regarding their performance on a regular basis as directed by the Town Manager and implemented by the Human Resources Director through the performance management system. ~~, and a formal performance assessment document shall be completed at least once per year. This assessment shall be for the performance period covering the prior fiscal year, beginning on July 1 and ending on June 30.~~

B. All Town employees shall comply with the requirements of the performance management system implemented by the Human Resources Department, as those requirements may change from time to time. ~~Department Heads or the chain of authority above the level of Department Head, where applicable, and supervisors shall recommend an appropriate performance assessment rating based on the Town's pay for performance guidelines.~~

~~C. Opportunities for adjustments to pay based on performance are established by the Town Council each year as part of the annual budget process. The amount of funds available for performance based increases is subject to economic conditions and the Town's ability to pay.~~

~~D. If an employee disagrees with his or her annual performance assessment document, the employee may request a meeting to discuss the assessment with the Department Head within three working days of the employee's receipt of the performance assessment document. If the Department Head prepared the employee's performance assessment document, the employee may request a meeting with the appropriate person in the chain of authority above the level of Department Head within the three-day time period. After the meeting, if the employee continues to disagree with the performance assessment document, the employee may submit a written rebuttal which will be filed in~~

~~the employee's personnel file in the Human Resources Department. Performance assessments are not subject to appeal under the personnel action review procedures set forth in Chapter 5 of these Personnel Policies and Procedures.~~

~~E. The final employee performance evaluation and the employee's written rebuttal, if any, shall become a permanent part of the employee's official personnel file and will remain filed for the length of time required by law.~~

[No revisions to Policies 6-2 through 6-4]

CHAPTER 8.

TERMINATION OF EMPLOYMENT

[No revisions to Policy 8-1]

POLICY 8-2 EXIT PROCESS

The Human Resources Department is responsible for coordinating the exit process with the Department Head, the chain of authority above the level of Department Head and the Finance Department.

[No revisions to Sections 8-2-1 and 8-2-2]

Section 8-2-3 Final Pay Check

A. The Finance Department shall be notified of the employee's separation date through a Personnel Action Form. Employees shall receive pay for work performed through the last hour worked and for unused benefits as stipulated by Town policy and laws governing final payments.

   1. Terminated employees must be issued their final pay check within seven working days of the effective date of the termination or at the end of the next regular pay period, whichever is sooner.

   2. Employees who leave the employment of the Town by means other than termination will be paid at the close of the next regular pay period.

   3. Costs of unreturned Town property will be deducted from the final paycheck.

   4. The Town will ~~not~~ distribute the final pay check to the employee via direct deposit. ~~The employee may either pick up the final pay check or request that it be mailed to the employee. The employee's selection shall be indicated on the final exit clearance form.~~

B. It is the responsibility of the Department Head to ensure that the employee has completed final clearance and that all items, including the Personnel Action Form, the exit clearance checklist and the final time sheet / attendance record, have been properly completed and forwarded to the Human Resources Department and the Finance Department within the required time frames for issuance of the final pay check.

[No revisions to Sections 8-2-4 and 8-2-5]

[No revisions to Policies 8-3 and 8-4]

Council-Regular Meeting **C2**

Meeting Date: 10/04/2016

To: Mayor and Council

From: Laine Sklar, Town Magistrate

Date: October 4, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-099: Relating to Municipal Court; approving the appointment of Michael Aaron, Maria Davila, Alfred McDonald, and Ronald Newman as magistrates pro tempore for the Marana Municipal Court (Laine Sklar)

Discussion:

On September 20, 2016, the Council reappointed Kenneth Bowman to serve as magistrate pro tempore in the Marana Municipal Court, on an as-needed basis. Town Magistrate Laine Sklar recommends that additional pro tem judges be appointed to ensure full court coverage. As a result, Judge Sklar conducted an open process calling for applications for the position. After review of those applications, Judge Sklar now recommends that the Council appoint Michael Aaron, Maria Davila, Alfred McDonald, and Ronald Newman as additional magistrates pro tempore, to be used as-needed when Judge Sklar is unavailable for court. As with Kenneth Bowman's recent reappointment, the terms for these four individuals would run through September 30, 2017, to coincide with the term of Judge Sklar's contract with the Town. Based on Judge Sklar's review, all four individuals meet the qualifications imposed by Arizona law and the Court's requirements for service as a judge pro tempore, and possess the requisite skill and character to perform the duties of a judge pro tempore.

Financial Impact:

There will be no financial impact beyond that which has already been included in the Municipal Court's budget.

Staff Recommendation:

Staff recommends appointment of Michael Aaron, Maria Davila, Alfred McDonald, and Ronald Newman as magistrates pro tempore.

Suggested Motion:

I move to adopt Resolution No. 2016-099, approving the appointment of Michael Aaron, Maria Davila, Alfred McDonald, and Ronald Newman as magistrates pro tempore for the Marana Municipal Court.

Attachments

Resolution No. 2016-099

MARANA RESOLUTION NO. 2016-099

RELATING TO MUNICIPAL COURT; APPROVING THE APPOINTMENT OF MICHAEL AARON, MARIA DAVILA, ALFRED MCDONALD, AND RONALD NEWMAN AS 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 the Town Council, upon recommendation of the Town Magistrate, the Honorable Laine Sklar, has determined that it is necessary to appoint qualified individuals to serve as magistrates pro tempore on an as-needed basis in the Marana Municipal Court; and

WHEREAS the Town Magistrate solicited applications for magistrates pro tempore and based upon applications received and reviewed by the Town Magistrate, recommends that the Town Council appoint Michael Aaron, Maria Davila, Alfred McDonald, and Ronald Newman to serve as magistrates pro tempore on an as needed basis; 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 a magistrates pro tempore.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Michael Aaron, Maria Davila, Alfred McDonald, and Ronald Newman are hereby appointed as magistrates pro tempore for the Marana Municipal Court on an as-needed basis, effective October 4, 2016 through September 30, 2017.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 10/04/2016

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: October 4, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-100: Relating to Utilities; approving and authorizing the Mayor to sign a Water Service and Settlement Agreement with the Lottie Kurcz Revocable Trust (Frank Cassidy)

Discussion:

Lottie Kurcz has applied to the Town for a water meter and water service to her approximately 22.52 acre parcel of property located at the northwest corner of Wentz Road and Sagebrush Road. Ms. Kurcz and others granted the Town a 25-foot easement for utilities in 2001. In exchange for the easement, the Water Department agreed that the connection fee for one meter would be waived.

The Town's fees for water service have changed, increased, and expanded in scope since 2001, and now include fee elements and types not in existence in 2001.

Town staff desires to honor the commitment for service to Ms. Kurcz's property made by the Water Department, giving due consideration to the current Town staff's understanding and belief as to what that commitment would mean when applied to the fees currently applicable to new water service.

To that end, Town staff has negotiated the attached water service and settlement agreement with Ms. Kurcz. If approved, it will waive a total of $2,482 in fees associated with the provision of water service to Ms. Kurcz's property. Under the agreement, Ms. Kurcz will be responsible for payment of all other fees, and she waives all other claims associated with the Town's 2001 easement acquisition.

Town staff is currently negotiating another agreement with an adjacent property owner who made

a similar deal with the Water Department relating to the 2001 easement acquisition, and expects to bring it forward for Council consideration as soon as the negotiations are successfully concluded.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	N
Amount:	$2,482

If approved, the agreement will waive $2,482 in fees.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2016-100, approving and authorizing the Mayor to sign a Water Service and Settlement Agreement with the Lottie Kurcz Revocable Trust.

Suggested Motion:

I move to adopt Resolution No. 2016-100, approving and authorizing the Mayor to sign a Water Service and Settlement Agreement with the Lottie Kurcz Revocable Trust.

Attachments

Resolution No. 2016-100

Exhibit A to Resolution Kurcz Agreement

MARANA RESOLUTION NO. 2016-100

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A WATER SERVICE AND SETTLEMENT AGREEMENT WITH THE LOTTIE KURCZ REVOCABLE TRUST

WHEREAS the Town desires to honor a 2001 Water Department commitment for water service to property at the northwest corner of Wentz Road and Sagebrush Road, giving due consideration to the current Town staff's understanding and belief as to what that commitment would mean when applied to the fees currently applicable to new water service; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Water Service and Settlement Agreement with the Lottie Kurcz Revocable Trust attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

BE IT FURTHER RESOLVED that the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

TOWN OF MARANA
WATER SERVICE AND SETTLEMENT AGREEMENT

(Lottie Kurcz Revocable Trust)

THIS WATER SERVICE AND SETTLEMENT AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, and THE LOTTIE KURCZ REVOCABLE TRUST DATED OCTOBER 5, 2001 (the "Applicant"). The Town and the Applicant are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. The Applicant has applied to the Town for a water meter and water service to the property owned by the Applicant and located at 14311 Wentz Road, Pima County Assessor's Parcel Number 217-21-016P—an approximately 22.52 acre parcel of land located at the northwest corner of Wentz Road and Sagebrush Road in the Southeast Quarter of the Southeast Quarter of Section 18, Township 11 South, Range 11 East, G&SRB&M, Marana, Arizona, and referred to in this Agreement as the "Property." The Property is particularly described in the Warranty Deed and Quitclaim Deed referenced in recital B below.

B. The Applicant is a revocable trust established by Lottie A. Kurcz, an unmarried woman, who originally acquired the Property in her own name pursuant to a Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on December 1, 2000, at Docket 11436, Page 2664 (Sequence 20002320737), and who placed the Property into the name of the Applicant pursuant to the Quitclaim Deed recorded in the office of the Recorder of Pima County, Arizona, on January 24, 2002, at Docket 11722, Page 5104 (Sequence 20020161026). Lottie A. Kurcz is the sole Trustee and Beneficiary of the Applicant. For simplicity Lottie A. Kurcz and the Applicant are sometimes collectively referred to in this Agreement as "Kurcz."

C. Kurcz and others granted the Town a 25-foot easement for utilities pursuant to an Ingress/Egress and Utility Easement dated January 19, 2001, and recorded in the office of the Recorder of Pima County, Arizona, on February 9, 2001, at Docket 11483, Page 614 (Sequence 20010280222) (the "Easement").

D. The files of the Town's Water Department associated with the Easement include a signed but unrecorded copy of the Easement and the document attached to this Agreement as Exhibit A—a copy of the Town's then-standard form "Application for Water Service" filled out for the Property in the handwriting of the Town's then-sitting Water Director, with signed notes stating "Connection Fee Waived" and "This Service is exchanged for the 25' Easement in Sagebrush Rd."

E. The Town's fees for water service have changed, increased, and expanded in scope since 2001, and now include fee elements and types not in existence in 2001.

F. The Town desires to honor the commitment for service to the Property made by the Town's former Water Director in a manner consistent with and giving due consideration to the current Town staff's understanding and belief as to what that commitment would mean when applied to the fees currently applicable to new water service.

G. The Parties wish to fully settle any possible outstanding obligation the Town may have to Kurcz and the Applicant associated with the Easement.

AGREEMENT

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

1. Town fee waiver. The Town agrees to waive or, if the Applicant has already paid pending the consideration and approval of this Agreement, to reimburse the Applicant for, a total of $2,482 for the following fees associated with the provision of water service to the Property:

1.1. The fee entitled "New Water Meter; 5/8" Meter" in the Town's Comprehensive Fee Schedule, in the amount of $360 for one five-eighths inch water meter to serve the Property.

1.2. The Water Infrastructure Development Impact Fee for the North Marana Service Area, as adopted by Section 1 of Marana Ordinance No. 2014.013, in the amount of $2,122 for one five-eighths inch water meter to serve the Property.

2. Applicant's payment obligations. The Applicant shall be responsible for all other fees and costs associated with obtaining water service to the Property, including but not limited to the following:

2.1. The Water Resources Development Fee for the North Marana Service Area, as adopted by Section 2 of Marana Ordinance No. 2014.013, in the amount of $1,771 for a five-eighths inch water meter.

2.2. The fee entitled "Utilities New Service Refundable Deposit Fee; 5/8" x 3/4" Meter" in the Town's Comprehensive Fee Schedule, in the amount of $130 per meter.

2.3. All construction costs associated with installing the service line to provide water service to the Property, including but not limited to removing and replacing asphalt and aggregate base course (ABC) backfill, providing traffic control, and paying for barricades and shoring safety devices (all of which is collectively referred to in this Agreement as the "Work").

2.4. All standard monthly water fees, as they may be duly amended from time to time.

3. Applicant's waiver. In consideration of the Town's performance of its obligations under this Agreement, the Applicant waives any and all claims it may have against the Town through the effective date of this Agreement for water service to the Property and for compensation associated with the Easement.

4. Miscellaneous

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

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

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

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

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO CONTENT:

_____
John Kmiec, Water Director

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

The "Applicant":

THE LOTTIE KURCZ REVOCABLE TRUST DATED OCTOBER 5, 2001

By: Lottie G. Kurcz
Lottie A. Kurcz, sole Trustee

Jesse 382-2570

EXHIBIT A TO WATER SERVICE AND SETTLEMENT AGREEMENT

TOWN OF MARANA
MUNICIPAL WATER SYSTEM

12775 N. Sanders Road
Marana, Arizona 85653
(520) 616-4908

APPLICATION FOR WATER SERVICE

ACCOUNT #_____ DATE TO COMMENCE: At Later date

APPLICANT'S NAME Lottie Kurcz c/o Elaine Marchello Connection fee waived

SERVICE ADDRESS West Sagebrush Rd.

RESIDENCE_____ BUSINESS_____ OWN X RENT_____

MAILING ADDRESS 14311 No. Wentz Rd Marana, AZ 85653

HOME PHONE # _____ MESSAGE PHONE # 520 907-0222

PLACE OF EMPLOYMENT_____ PHONE #_____

LANDLORD'S NAME_____ PHONE #_____

HAS WATER SERVICE BEEN PROVIDED AT ADDRESS PREVIOUSLY? YES_____ NO_____

AGREEMENT TO ACCEPT WATER SERVICE: I hereby apply for water service at the above location. I understand that the Marana Municipal Water System will attempt to make water service available upon completion of this application and the posting of the required deposit. I further understand that if this application for service involves the extension of water line, that service will be made available only upon completion of engineering details and duly executed contractual agreements between the parties. This application is valid for 60 days from the date of signing. I agree to accept service when construction is completed.

This service agreement is for the provision of water to one customer on the described property. Although the Marana Municipal Water System will, if possible, provide water to all residents within its service area who apply for service, limitations on its system make it impossible for the Marana Municipal Water System to guarantee that service will be provided to new owners or tenants on the property, in the event the property is later split or subdivided. This is the case even where, prior to splitting or subdividing the property, there is more than one water meter on the property. Applicant understands and accepts this limitation.

It is the Applicant's responsibility to notify the water utility director in writing of any medical condition which would be affected by a temporary or permanent interruption of service.

This service is exchanged for the 25' Easement in Sagebrush Rd

#3639

APPLICANT:_____ DATE_____

Deposit $_____ Service Charge $_____ Total $_____ Date Paid_____

FOR OFFICE USE

METER ID#_____ METER SERIAL#_____ TRANSPONDER #_____

ROUTE #_____ BEGIN METER READING _____

BY_____ DATE_____

Council-Regular Meeting **C4**

Meeting Date: 10/04/2016

To: Mayor and Council

From: Libby Shelton, Senior Assistant Town Attorney

Date: October 4, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-101: Relating to Police Department; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and other public agencies to create an Arizona Child Abduction Response Team (Libby Shelton)

Discussion:

The purpose of this agreement is to create an Arizona Child Abduction Response Team with other public agencies throughout Arizona. The primary goal of the Arizona Child Abduction Response Team (CART) is to provide a pool of specialized investigators who are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to cases involving abducted children. CART agencies may assist and receive assistance from other CART agencies when dealing with investigation, arrest and prosecution of criminal child kidnapping, abduction, false imprisonment, and other related violations. Additionally, CART agencies will collaborate for the rescue of abducted children and the seizure and forfeiture of assets of those engaged in child abduction. Finally, this agreement will ensure that CART agencies will receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity as described above.

The agreement addresses the procedures for activation of the CART. Any party to the agreement can request activation of CART, and the party that has jurisdiction over the incident or investigation will remain as the lead agency with support from other CART agencies. Under the agreement, all parties are responsible for their own costs. If approved, the proposed agreement will become effective upon execution by the Town and filing with the County Recorder and shall remain in effect until July 1, 2020.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2016-101, authorizing the Mayor to execute the Intergovernmental Agreement for the Creation and Participation in the Arizona Child Abduction Response Team.

Suggested Motion:

I move to adopt Resolution No. 2016-101, authorizing the Mayor to execute the Intergovernmental Agreement for the Creation and Participation in the Arizona Child Abduction Response Team.

Attachments

Resolution No. 2016-101

IGA Arizona Child Abduction Response Team

MARANA RESOLUTION NO. 2016-101

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND OTHER PUBLIC AGENCIES TO CREATE AN ARIZONA CHILD ABDUCTION RESPONSE TEAM.

WHEREAS evidence has shown that criminal child kidnapping, abduction, false imprisonment and similar violations occur in Arizona; and

WHEREAS the goal of the Arizona Child Abduction Response Team is to provide a pool of specialized investigators who are available to focus dedicated and intensive investigative, preventative and general law enforcement efforts primarily with regard to cases involving abducted children; and

WHEREAS the Town of Marana desires to be a participant in the Arizona Child Abduction Response Team; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the "Intergovernmental Agreement for the Creation and Participation in the Arizona Child Abduction Response Team" attached to this resolution as Exhibit A is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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 intergovernmental agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

INTERGOVERNMENTAL AGREEMENT
FOR THE CREATION AND PARTICIPATION IN THE ARIZONA CHILD ABDUCTION RESPONSE TEAM

This Agreement is entered into pursuant to A.R.S. §§11-951 *et seq*., and A.R.S. §13-3872 among the Town of Marana, the Town of Oro Valley, the Town of Sahuarita, the City of Tucson, the Pima County Sheriff's Department, the Arizona Department of Public Safety, the City of Sierra Vista, the City of Nogales, the City of Florence, the City of South Tucson, the City of Apache Junction , the City of Chandler, the Federal Bureau of Investigation, the Town of Gilbert, the Town of Maricopa, the City of Mesa, the Town of Paradise Valley, the City of Phoenix, the City of Scottsdale, the County of Maricopa, the City of Glendale, the County of Navajo, the City of Page, the City of Peoria, the County of Pinal, the city of Show Low, and the City of Tempe. The aforementioned agencies shall herein after be known collectively as the Arizona Child Abduction Response team agencies (CART) and any other public agencies, as that term is defined in A.R.S. § 11-951, which after invitation by the CART chiefs, comply with the provisions of A.R.S. §§11-951 *et seq*. and files an authorizing document with the County Recorder in the County in which the agency is located in that references this Agreement. A public agency shall become a Party to this Agreement as of the date that agency files with the appropriate County Recorder, notwithstanding that A.R.S. §§11-951 *et seq*., no longer requires such recording. Each CART agency shall provide a copy of its fully executed agreement to every other member agency. In addition to the above, all members to this Agreement may also be collectively known as or referred to as the Parties.

I. PURPOSE

The purpose of this Agreement is to create an Arizona Child Abduction Response Team (CART). The primary goal of the Arizona Child Abduction Response Team is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to cases involving abducted children. CART agencies may request and render law enforcement assistance from other CART agencies in dealing with serious violations of law including, but not limited to, the investigation, arrest and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations (utilizing state and federal law and prosecutions, as appropriate), the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Additionally, the location of each Party's jurisdiction in relation to each other makes it advantageous to enter this particular Agreement in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity such at that described above.

II. AUTHORITY

A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§11-951 *et seq.,* A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing statute or authority.

If any Native American tribe that is a party to this Agreement request CART assistance, all assisting CART team members shall be granted tribal peace officer authority for the duration of the CART activation within the applicable tribal jurisdiction.

III. ACTIVATION, PROCEDURES AND RESOURCES

A. Any Party to the Agreement may request activation of CART. It shall be the responsibility of the Party requesting activation to contact assigned team leaders via the law enforcement communications center of each Party.

B. The Party that has jurisdiction over the incident or investigation will remain as the lead agency during the duration of a particular CART activation with support from CART agencies.

C. Two CART Team Leaders will be selected by the CART Team members subject to final approval of chief law enforcement officers (chiefs) of the CART agencies on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term due to resignation from his or her agency or for any other reason, the CART members shall name a replacement shall appoint a replacement subject to final approval of the chiefs.

D. The CART Team Leaders or designees will be responsible for coordinating on-going training, meetings or other necessary supporting functions in support of the operational effectiveness of CART. Team Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a CART activation. In the event such mediation fails, the issue shall be brought to the attention of the CART Chiefs for appropriate resolution.

E. Each Party shall to the best of its ability make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any CART activation. Each Party shall designate a primary CART member to participate in activations, meetings, trainings, etc. Each Party shall immediately inform other CART agencies when such designations change. In the event a primary CART member is not available or as the situation dictates, a CART agency may provide officers not normally designated as CART members in support of a CART activation.

F. Each Party shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a CART activation.

IV. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the Arizona Child Abduction Response Team, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

V. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VI. INDEMNIFICATION

To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.

VII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

VIII. DURATION AND CANCELLATION OF AGREEMENT

A. This Agreement shall become effective upon execution by the Parties hereto and filing with the appropriate County Recorder and shall remain in effect until July 1, 2020, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement with or without cause by giving thirty calendar days written notice to the other Parties to the Agreement.

B. This Agreement may be administratively extended by each Party at the direction of the chief law enforcement officer for each Party on or before the Termination date for a period of an additional five years by notifying the other Parties in writing. Any Party which fails to do so by the termination date listed above shall no longer be a Party to the Agreement.

IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

X. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XI. WORKER'S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits.

XII. OTHER PROVISIONS

A. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

B. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver

of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

C. This Agreement shall be recorded with the appropriate County Recorder as described above upon its execution and a copy shall be forwarded to each Party.

D. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

E. Nothing within this Agreement shall be construed to limit the ability of participating Arizona Child Abduction Response Team members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

XIII. COMPLIANCE WITH E-VERIFY PROGRAM

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XIV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The CART leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

IN WITNESS WHEREOF, the Party named below has executed this Agreement as of the date set forth below the signature.

TOWN OF MARANA, an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date:_____

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
Frank Cassidy, Esq.
Attorney, Town of Marana

Council-Regular Meeting **C5**

Meeting Date: 10/04/2016

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Frank Cassidy, Town Attorney

Date: October 4, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-102: Relating to Public Works; approving and authorizing the Mayor to sign an Intergovernmental Agreement and Agreement among the State of Arizona, the Town of Marana, and the Pima Association of Governments relating to Ina Road Traffic Interchange and Ina Road Improvements, Silverbell Road to Camino de la Cruz (Keith Brann)

Discussion:

The proposed agreement with ADOT and PAG presented by this item will expand the scope of ADOT's Ina Road Traffic Interchange project (Project H8479) to include Town of Marana roadway improvements to Ina Road from Silverbell Road to Starcommerce Way (Project SB413). ADOT has already procured and mobilized a contractor for Project H8479, and construction is currently underway. Town staff believes that having ADOT administer Project SB413 is the most expedient and economical way to accomplish the project.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	Y
Amount:	$^

The agreement requires the Town to deposit $9,798,000.00 into a State Treasurer Local Government Investment Pool account for the Town's estimated share of the Project SB413 costs no later than October 18, 2016.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2016-102, approving and authorizing the Mayor to sign an Intergovernmental Agreement and Agreement among the State of Arizona, the Town of Marana, and the Pima Association of Governments relating to Ina Road Traffic Interchange and Ina Road Improvements.

Suggested Motion:

I move to adopt Resolution No. 2016-102, approving and authorizing the Mayor to sign an Intergovernmental Agreement and Agreement among the State of Arizona, the Town of Marana, and the Pima Association of Governments relating to Ina Road Traffic Interchange and Ina Road Improvements.

Attachments

Resolution No. 2016-102
Exhibit A to Resolution JPA
Exhibit 1 to JPA
Exhibit 2 to JPA
Exhibit 3 to JPA
Exhibit 4 to JPA

MARANA RESOLUTION NO. 2016-102

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT AND AGREEMENT AMONG THE STATE OF ARIZONA, THE TOWN OF MARANA, AND THE PIMA ASSOCIATION OF GOVERNMENTS RELATING TO INA ROAD TRAFFIC INTERCHANGE AND INA ROAD IMPROVEMENTS, SILVERBELL ROAD TO CAMINO DE LA CRUZ

WHEREAS the Arizona Department of Transportation is under construction with improvements to the Ina Road Traffic Interchange at Interstate 10 and other related public roadway and infrastructure improvements from Starcommerce Way on the west to Camino de la Cruz on the east; and

WHEREAS the Arizona Department of Transportation is willing to execute an amendment to its construction contract to Town-funded improvements to Ina Road from Silverbell Road on the west to Starcommerce Way on the east, and has prepared a proposed draft agreement to facilitate the construction; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the "Intergovernmental Agreement and Agreement among the State of Arizona, the Town of Marana, and the Pima Association of Governments" (ADOT File No.: IGA/JPA: 15-0005483-I; AG Contract No.: P001-2015-003085; Project: Ina Road TI and Ina Road Improvements; Section: Ina Road; Silverbell Road to Camino de la Cruz; Federal Aid No: MRN-0(014)S; ADOT Project No.: SB41301C), attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that 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 4th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

ADOT File No.: IGA/JPA: 15-0005483-**I**
AG Contract No.: P001-2015-003085
Project: Ina Road TI and Ina Road Improvements
Section: Ina Road; Silverbell Road to Camino de la Cruz
Federal Aid No: MRN-0(014)S
ADOT Project No.: SB41301C
Budget Source Item No.: PAG Advance Construct

INTERGOVERNMENTAL AGREEMENT AND AGREEMENT

AMONG
THE STATE OF ARIZONA,
THE TOWN OF MARANA
AND
THE PIMA ASSOCIATION OF GOVERNMENTS

THIS AGREEMENT is entered into this date _____, 2016, pursuant to Arizona Revised Statutes sections (A.R.S. §§) 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT"), the TOWN OF MARANA, acting by and through its MAYOR and TOWN COUNCIL (the "Town"), and PIMA ASSOCIATION OF GOVERNMENTS, acting by and through its REGIONAL COUNCIL ("PAG"). The State, the Town, and PAG are collectively referred to as the "Parties," any one of which is sometimes individually referred to as a "Party."

I. DEFINITIONS

"Abandonment Segments"- those segments of public right-of-way identified as "Abandoned Segments" in attached Exhibits 3 and 4.

"AC Conversion"- the obligation of PAG's federal apportionments and obligation authority in one or more years to liquidate an amount authorized as Advance Construction for a project.

"Access Control" – Boundaries identified and described as Access Control in the attached Exhibits.

*"ADOT Project Numbe*r"- the Project identifier established in ADOT's accounting system to track Advance Construction, expenditures and reimbursements for each Project segment, as identified in the Exhibits.

"Advance Construction" or "AC"- the advanced authorization of the cost of a project in the TIP and STIP by the FHWA, enabling the Project segment to proceed without obligating current to 23 U.S.C. 115.

"CMAR" - the Construction Manager at Risk process is described in A.R.S. § 28-7365.

"Federal-Aid Funding"- federal-aid highway program apportionments and obligation authority programmed by PAG for Project H8479 and Project SB413.

"Federal Fiscal Year" or "FFY"- the Fiscal Year that begins on October 1 and continues through September 30 of the following calendar year, for example "FFY 17" means the FFY ending September 30, 2017.

"FHWA"- Federal Highway Administration.

"Final Acceptance" - the meaning is found in the Standard Specifications.

"Fiscal Year" or "FY"- the Town, PAG and State's fiscal year that begins on July 1st and continues through June 30th of the following year, for example "FY 17" means the FY ending June 30, 2017.

"LGIP-GOV" - the State Treasurer's Local Government Investment Pool for political subdivisions in this State created pursuant to A.R.S. Section 35-326, investments of which are invested only in securities that carry the full faith and credit of the United States government.

"Plans"- design plans, specifications and other documents necessary for bidding and building the Project.

"Project Costs"- the aggregate amount associated with the design, and construction of Project H8479 and/or Project SB413.

"RMAP" (Regional Mobility and Accessibility Plan) - PAG's Regional Transportation Plan that establishes funding for freeways, streets, transit, planning, bicycle/pedestrian and air quality, and establishes 20 year life cycle programs for freeway, street and transit projects.

"Standard Specifications" - according to ADOT 2008 Standard Specifications for Road and Bridge Construction.

"STIP"- the State Transportation Improvement Program that incorporates the TIP.

"TIP"- PAG's adopted Transportation Improvement Program that outlines PAG's five (5) year plan for the design, right-of-way acquisition, construction and the reimbursement for the projects listed in the PAG planning area.

"Year of Expenditure"- the FY in the TIP in which the Town expends local funds for the cost to design, acquire rights-of-way or construct Project SB413.

"Year of Reimbursement"- the FFY that federal funds are programmed in the TIP for reimbursement by FHWA to the Town for the Federal-Aid Funding share of the Project SB413 cost.

II. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Town is empowered by A.R.S. § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.

3. PAG is empowered by A.R.S. §§ 28-6308 and 28-6353 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of PAG.

4. This an intergovernmental agreement, authorized by A.R.S. §§ 11-951 through 11-954, between the State and the Town.

5. Project H8479, collectively refers to all of the following: "I-10/Ina Road Traffic Interchange" begins north of Ina Road (Station 4959+35.23, EB Milepost 247.48) and extends south approximately 2.03 miles to just south of Ina Road (Station 5068+12.98, EB Milepost 249.51) along Interstate 10 (I-10). Project H8479 includes improvements along Ina Road beginning just west of Starcommerce Way (Station 77+62.85) and extend east to Camino de la Cruz (Station 121+01.84) in the Town of Marana, as shown in Exhibit 1. The proposed work along I-10 consists of reconstruction of an urban divided freeway including: construction of one new AASHTO concrete girder bridge over I-10, construction of one new AASHTO girder bridge over the Union Pacific Railroad, and construction of new I-10 on/off ramps at Ina Road. The proposed work along Ina Road includes widening of the existing Ina Road roadway to a four-lane divided roadway. Other work along Ina Road includes: furnishing and placing concrete and asphalt concrete pavement; drainage facilities; installing guardrail and concrete barrier; drainage facilities for storm drain system and concrete box culverts; sewer and water line installations; other utility relocations as appropriate, freeway management system modifications; demolition of the existing bridges, landscaping and irrigation, hereinafter collectively referred to as "Project H8479".

6. Project SB413, collectively refers to all of the following: "Ina Road Improvements" begin just east of Silverbell Road (Station 204+00.00) and extends just west of Starcommerce Way (Station 246+30.79), along Ina Road in the Town of Marana, as shown in Exhibit 1. The proposed work along Ina Road includes widening of the existing Ina Road roadway to a four-lane divided roadway, including construction of two new AASHTO girder bridges over the Santa Cruz River. Other work along Ina Road includes: furnishing and placing concrete and asphalt concrete pavement; drainage facilities; installing guardrail and concrete barrier; drainage facilities for storm drain systems; sewer and water line installations; other utility relocations as appropriate, modifications to soil cement grade control structure, bank protection; demolition of the existing bridges, landscaping and irrigation, hereinafter collectively referred to as the "Project SB413".

7. The Town and PAG wish to advance the construction of Project SB413 and to have the State construct it in conjunction with the State's construction of Project H8479.

8. The Town is willing to expend Town funds to complete Project SB413, and the Town and PAG request the State submit Project SB413 to FHWA for approval for AC authorization and Federal-Aid Funding.

9. The State and PAG have programmed in FFY 2017 $14,000,000.00 in Federal-Aid Funding for Project SB413.

10. The Parties acknowledge and understand that AC authorization is not a guarantee of Federal-Aid Funding availability and that the final actual cost of Project SB413 may exceed the estimates programmed in the proposed 2017– 2021 TIP.

11. The State and the Town agree to the following: the State will, abandon and transfer ownership jurisdiction and maintenance responsibilities for portions of Project H8479 and all of Project SB413 to the Town, refer to Exhibits 3 and 4 for abandonment limits. Upon substantial completion of Project H8479 and Project SB413 (to be determined by the State), and with approval by Resolution of the State's Transportation Board, the Town will accept ownership jurisdiction and maintenance responsibilities for portions of Project H8479 and all of Project SB413. In consideration of the construction contemplated by this Agreement the Town waives the requirements of A.R.S. Section § 28-7209 and will maintain the sections of right-of-way mentioned above in perpetuity.

12. The State will submit the request for approval of federal funds to advance the construction of Project SB413 to the FHWA. The estimated federal funds, are identified in the current PAG TIP and the STIP as ID# 88.03 for FFY 2017-2021 as follows: FFY 2017 $14,000,000.00. The final actual cost may exceed the estimates programmed in the current PAG TIP, and in such case the Town is responsible for any and all costs which exceed the federal aid funding programmed for Project SB413 and/or any and all costs deemed ineligible for reimbursement. Additional estimated Local funds will be needed for Project SB413 based on current Project estimates.

13. The Town is willing to expend Town funds to complete Project SB413. Therefore, the Town and PAG request the State submit Project SB413 to FHWA for approval for AC authorization and federal aid funding.

14. The State's only interest in Project SB413 is in obtaining FHWA approval for AC authorization and federal aid funding for the Project SB413.

15. It is understood and agreed to by the Parties that AC authorization is not a guarantee of federal aid availability.

16. PAG and the Town have agreed to contribute an estimated amount of $23,000,000.00 from programmed funds scheduled in 2017-2021 towards all costs of Project SB413 to include construction engineering and construction administration.

17. The estimated Project SB413 costs, including applicable indirect costs approved by FHWA, are as follows:

Construction Project SB413

Estimated Town funds	$ 9,000,000.00
PAG STP FY 17 funds @ 94.3% of $14,000,000.00 (Fixed)	$ 13,202,000.00
Town's match funds @ 5.7% of $14,000,000.00 (Fixed)	$ 798,000.00
Sub Total Construction Costs	$ 23,000,000.00

Total Estimated Town Funds	$ 9,798,000.00
Total Fixed Federal Funds	$ 13,202,000.00
Estimated TOTAL Project SB413 Construction Costs*	$ 23,000,000.00

*(Includes 15% CE (this percentage is subject to change, any change will require concurrence from the Town) and 5% Project contingencies).

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

III. SCOPE OF WORK

1. The State will:

   a. Advertise, award, bid and administer construction of roadway widening improvements along Ina Road for Project H8479 and Project SB413.

   b. Obtain federal funds for the design, construction and reconstruction costs of Project H8479.

   c. Upon execution of this Agreement, accept from PAG $13,202,000.00 of PAG STP apportionments, for the cost to select a consultant and administer the construction and construction engineering of the Project.

   d. Administer Project SB413 for the Town.

   e. Be the Town's designated agent for obtaining approval from FHWA for AC authorization and future Federal-Aid Funding of Project SB413, as approved by PAG in the Year of Reimbursement identified in the TIP.

   f. Be the authorized agent for and on behalf of the Town for Project SB413, including design, construction, acquisition of right-of-way, and all related activities.

   g. Upon execution of this Agreement and prior to any work being undertaken on Project SB413, pay all Project costs from funds deposited by the Town's (attached as Exhibits (A and B) and PAG's contribution.

      i. Monthly invoice the Town, for Project construction costs that are to be funded with Town or programmed funds in excess of the State's contribution.

      ii. Credit interest earnings on monthly cash balances into the Town's deposit account.

      iii. Once all Project costs from Federal sources have been paid, use its best efforts to "draw down" the balance of the deposit account in such a manner so as to retain a sufficient balance to fund future estimated monthly Project costs.

      iv. The Town is required to deposit $9,798,000.00 no later than 5:00 pm MST, October 18, 2016 into the LGIP account for the Town's estimated share of the Project SB413 costs.

Interest on Town's LGIP Account shall also be for the benefit of the Town, available to pay for monthly actual Project costs.

v. Assist the Town with the establishing of a Local Government Investment Pool (LGIP) account with the Arizona State Treasurer's Office on or before October 18, 2016.

h. After receipt of the Town's estimated share of Project SB413 construction costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction and request the maximum programmed for the construction of Project SB413 be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Town will be responsible for any overage.

i. If for any reason it becomes apparent that the Town's share of costs for Project SB413 may exceed the estimated costs, the State will provide an amended estimate and invoice the Town. In addition, once construction costs have been finalized, the State will either invoice or reimburse the Town for the difference between actual Project SB413 construction costs and the amount previously paid.

j. Review Project SB413 design plans, specifications and other such documents and provide services required for the construction and construction administration of Project SB413 and provide comments to the Town, as appropriate.

k. Acquire CMAR services in accordance with A.R.S. § 28-7366.

l. On behalf of the Town, perform certain work and prepare certain documents required by FHWA to qualify and receive AC authorization and federal aid funds. Such work may consist of, but is not specifically limited to, the review and approval of the Town's prepared environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; utility relocation activities; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement (when specifically authorized by, for and on behalf of the Town, and at no cost to the State).

m. Not be obligated to incur any expenditure for Project SB413.

n. Abandon and transfer ownership, jurisdiction, and maintenance responsibilities to the Town for the Abandonment Segments, as more specifically described in Article IV of this Agreement.

o. Not be obligated to maintain Project SB413, even if the Town fails to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

p. Invoice the Town for any payment of contractor claims for additional compensation in Project SB413, as per Section III paragraph 2, of this Agreement.

2. The Town will:

   a. Upon execution of this Agreement, designate the State as authorized agent for the Town.

   b. Be responsible for all costs of the Project not covered by federal funds.

   c. Be responsible for payment of any contractor claims for extra compensation. The State will administer the process and the Town will have input in the claims process. All settlements will be jointly approved. The Town will deposit 100% of cost increases due to change orders into the LGIP account.

   d. Upon execution of this Agreement, and no later than 5:00 pm MST, October 18, 2016, deposit the amount of $9,798,000.00, into the LGIP account for the Town's estimated share of the Project SB413 costs.

   e. Submit a request for AC authorization to the State for FHWA approval of the eligible estimated costs of Project SB413 as identified in PAG's TIP.

   f. Provide to the State any required preliminary engineering and planning studies, the environmental analysis, and design of Project SB413.

   g. Be responsible for costs of all right-of-way needed for construction of Project SB413, including, without limitation, the acquisition and removal of all outdoor advertising structures within Project SB413 limits and the provision and payment for all right-of-way relocation assistance and benefits, if any.

   h. Pay all Project SB413 utility relocation costs designated as Prior Right Town of Marana costs.

   i. Pay, or reimburse the State for, all costs and fees associated with obtaining environmental clearances and complying with environmental requirements, including archeological/ cultural/biological mitigations, for Project SB413.

   j. Provide to the State all original, recorded vesting documents and title insurance policies for Project SB413.

   k. Upon substantial completion of Project H8479 and Project SB413, (to be determined by the State), and with approval by Resolution of the State's Transportation Board, will accept ownership jurisdiction and maintenance responsibilities of Project H8479 and Project SB413, as per Article IV. 1. of this Agreement. The Town waives the requirements of A.R.S. Section § 28-7209, as provided in Section IV of this Agreement and will maintain the sections of right-of-way mentioned above in perpetuity.

   l. Provide easements for existing utilities, if any, within the abandonment area, are reserved in accordance with A.R.S. § 28-7210. Access to the existing utilities will be by way of what exists at the time of the abandonment to the local governing agency.

m. Assist the State in leading the community, agency, and environmental public involvement efforts, as required.

n. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of Project SB413, shall be removed from the proposed right-of-way or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the Town, if applicable.

o. Waive all permits and permit fees associated with Project SB413 that would otherwise be required.

p. Not permit or allow any encroachments upon or private use of the right-of-way, during State control, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use.

q. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project SB413 costs.

r. Be responsible for the cost of any requested changes to the scope of work of Project SB413 (such changes will require State and FHWA approval).

s. Be responsible for any contractor claims for additional compensation.

t. Perform all of the following after the State Transportation Board's action abandoning the Abandonment Segments:

   i. Maintain paint, artwork and graffiti abatement within the Ina traffic interchange.

   ii. Perform routine maintenance of ALL ground-mounted signs on Ina Road outside of the interchange ramps.

   iii. Maintain stop/street sign assemblies at the frontage road intersections. These signs will be replaced on an as needed basis when damaged, vandalized, removed or faded to where reflectivity is below standard.

   iv. Perform street sweeping maintenance within State right-of-way limits of Ina Road when the Town performs street sweeping maintenance along adjacent sections of Ina Road.

v. Perform striping maintenance within State right-of-way limits of Ina Road including crosswalks, stop bars, turn lane legends and lane and shoulder striping when the Town performs striping maintenance along adjacent sections of Ina Road.

vi. Properly maintain non-structural (not part of any bridge structure) sidewalks in a safe condition. Maintenance will include, but not be limited to, keeping the pathway surface and surrounding area free of debris, undesirable weeds and grasses, trash and litter. The sidewalk surface will be repaired or concrete slabs replaced as necessary to correct trip hazards and any erosion around the sidewalk shall be maintained to the final grade at time of completion of the sidewalk construction. Maintenance will be in accordance with ADA guidelines.

vii. Be responsible for water and electrical utility costs and backflow testing for the landscape irrigation system.

viii. Perform routine maintenance of publicly owned landscaping and irrigation systems and assure permitted landscaping is properly maintained. Maintenance will consist of caring for all plants in accordance with acceptable horticultural practices; keeping rock mulch as a consistent and uniform ground cover; repairing any erosion damage in the landscape area; keeping all areas free of weeds, undesirable grasses and litter; applying insecticide/herbicide sprays and dust palliative to combat diseases and other pests; pruning and replanting vegetation as required; and keeping all landscape features as it was designed and established at the completion of Project H8479 and Project SB413. Maintenance of the irrigation system includes all testing, adjusting, repairing, and checking the operation of the system to keep it fully functional as designed.

ix. Assure all maintenance work is conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation Uniform Traffic Control Manual and the Manual on Uniform Traffic Control Devices, latest edition adopted by the State with any revisions.

u. In good faith, deposit into the LGIP Account with the State Treasurer's office $9,798,000.00 no later than 5:00 pm MST, October 18, 2016 for the Town's estimated share of the Project SB413 costs for the SB413 construction contract.

i. The LGIP account will be drawn down based on the proportional share of the Town's contribution to the total Project cost. The Town's proportionate share will be calculated based upon the PAG contribution and the Project cost. The numerator is the Project Cost minus $9,798M and the denominator is the Project Cost ((Project Costs - $9,798M)/Project Cost).

ii. It is the expectation of the Parties that upon payment of the last invoice and completion of the Project, there will be no money left on deposit. Any funds remaining on account will be paid to the Town. All money on deposit with ADOT shall be deposited in an interest bearing escrow account at the State Treasurer's Office All interest shall be credited to the Town's portion of the Project costs.

3. PAG will:

   a. Within 30 days of execution of this Agreement, PAG will contribute STP and HURF apportionments to the State, in a fixed amount of $13,202,000.00 towards the Project construction costs.

   b. Provide guidance to the Town, as needed, regarding the policies and procedures associated with the RMAP.

   c. If necessary, adjust the Project Years of Reimbursement, based on action taken by PAG's Regional Council.

   d. Communicate to the State and Town, as necessary and appropriate, any relevant Project-related RMAP or TIP adjustments; including Project SB413 work advancements or other schedule changes, Years of Expenditure, Years of Reimbursement, Project SB413 cost amounts, Project SB413 reimbursement amounts, inflation-related adjustments, and any other important adjustments.

   e. PAG agrees that any and all AC conversion related to Project SB413 is at the discretion of the State, after consultation with Town, and may be exercised prior to the Year of Reimbursement to reduce the outstanding obligation authority in PAG's region. Prior to such conversion, PAG will have the opportunity to identify and propose alternatives for the State's consideration.

IV. ADOT ABANDONMENT AND TOWN TAKEOVER OF ABANDONMENT SEGMENTS

1. The Town acknowledges that the State will abandon to the Town portions of Town streets which had been taken into the state highway system for the purposes of construction, after the Final Acceptance of Project H8479 and Project SB413. The Abandonment Segments, (Station 204+00.00 SB413 to Station 92+25.98 H8479 along Ina Road) and (Station 109+55.80 H8479 to Station 121+01.84 H8479 along Ina Road), to be abandoned are road segments outside of the State's access control as shown in Exhibits 2, 3 and 4.

2. The Town hereby agrees that upon abandonment it will accept ownership, control, jurisdiction, and associated duties over the Abandonment Segments, including but not limited to, the non-delegable duty to keep the Abandonment Segments reasonably safe.

3. The State shall abandon the Abandonment Segments after Final Acceptance of Project H8479 and Project SB413, by action of the State Transportation Board.

4. The State will give the Town written notice at least seven calendar days prior to the State Transportation Board's meeting at which it will abandon the Abandonment Segments to the Town.

5. The abandonment shall be effective when it is recorded in the office of the Pima County Recorder, A.R.S. § 28-7213. The State shall immediately notify the Town of the recordation by e-

mail to the Town Engineer in addition to the notice provided in this Agreement. The abandonment and the Town's acceptance will be effective on recordation, regardless of any failure or delay in notice.

6. The Town accepts the Abandonment Segments in as-is condition as of the effective date of the abandonment.

7. In consideration of this Agreement, the Town agrees that the conditions of A.R.S. § 28-7209 (A)(1) are met.

8. The Town hereby accepts this Agreement as notice pursuant to A.R.S. § 28-7209 (A)(3) of the State's intent to abandon the Abandonment Segments.

9. To the extent necessary, the Town hereby waives any four-year notice requirement of the abandonment pursuant to A.R.S. § 28-7209 (A)(2).

10. In consideration of this Agreement, the Town hereby waives the pavement condition requirement of A.R.S. § 28-7209 (B).

11. Upon the effective date of the abandonment, the Town indemnifies the State, its departments and agencies, and their employees agents and officers from any and all claims regarding the Abandonment Segments, as per Section V. 2. of this Agreement.

12. The State and the Town shall execute any future documents necessary to effectuate the intent of these abandonment provisions.

V. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project SB413 and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. This Agreement may be cancelled at any time prior to the award of Project SB413 construction contract, upon 30 days written notice to the other party. It is understood and agreed that, in the event the Town terminates this Agreement, the Town will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Town terminates this Agreement, the State shall not be obligated to complete and/or maintain Project SB413.

2. The Town shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Town , its

employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Town's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Town which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Town's obligations under this paragraph shall survive the termination of this Agreement.

3. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the Town shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Town.

4. The cost of Advance Construction and construction engineering work under this Agreement is to be covered by the maximum available amount of Federal-Aid Funding programmed for Project SB413. The Town acknowledges that the actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the Town agrees to pay the difference between actual Project SB413 costs and the federal funds received.

5. Should the Federal-Aid Funding related to Project SB413 be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

6. The cost of Project SB413 under this Agreement includes indirect costs approved by FHWA, as applicable.

7. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Town will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

8. The Town acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend $500,000.00 or more (prior to 12/26/14) and $750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

9. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

10. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
11. To the extent applicable under law, the provisions set forth in A.R.S. §§ 35-214 and 35-215 shall apply to this Agreement.

12. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

13. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

14. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in A. R. S § 12-1518.

15. The Parties shall comply with the applicable requirements of A. R. S § 41-4401.

16. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

17. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax
JPABranch@azdot.gov

Town of Marana
Keith Brann, Town Engineer
11555 W. Civic Center Drive
Marana, Arizona 85653
520-382-2684
520-381-2641
kbrann@maranaaz.gov

Pima Association of Governments
Nathan Barrett
1 East Broadway Suite 401
Tucson, Arizona 85701
520-792-1093
nbarrett@PAGregion.com

For Project Administration:

Arizona Department of Transportation
Project Management Group
Greg Byers Senior Project Mgr.
1221 S. 2nd Avenue
Tucson, Arizona 85713
520-388-4265
gbyers@azdot.gov

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For Financial Administration:

Arizona Department of Transportation
Joint Project Administration
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(602) 712-3132 Fax
JPABranch@azdot.gov

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520-792-1093
nbarrett@PAGregion.com

18. In accordance with A.R.S. § 11-952 (D) attached hereto and incorporated herein is the written determination, of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that this Agreement is in proper form.

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

TOWN OF MARANA an Arizona municipal corporation

By _____
ED HONEA
Mayor

ATTEST:

By _____
JOCELYN BRONSON
Town Clerk

STATE OF ARIZONA acting by and through its Department of Transportation

By _____
STEVE BOSCHEN, P.E.
Division Director

PIMA ASSCOIATION OF GOVERNMENTS

By _____
FARHAD MOGHIMI
Executive Director

ATTEST:

By _____
THOMAS BENAVIDEZ
Attorney

IGA/JPA 15-0005483-**I**

ATTORNEY APPROVAL FORM FOR THE TOWN OF MARANA

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, the TOWN OF MARANA, and PIMA ASSOCIATION OF GOVERNMENTS, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State or PIMA ASSOCIATION OF GOVERNMENTS to enter into this Agreement.

DATED this _____ day of _____, 2016.

_____

Town Attorney

IGA/JPA 15-0005483-**I**

ATTORNEY APPROVAL FORM FOR THE PIMA ASSOCIATION OF GOVERNMENTS

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the PIMA ASSOCIATION OF GOVERNMENTS, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the PAG under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State or the TOWN OF MARANA to enter into this Agreement.

DATED this _____ day of _____, 2016.

_____

THOMAS BENAVIDEZ
Attorney for PAG

EXHIBIT A

	Original Project Schedules Start Dates	Accelerated Project Schedules Start Dates
Design		
Right-of-way Acquisition		

EXHIBIT B

IGA/JPA 15-0005483

INSERT REPAYMENT SCHEDULES

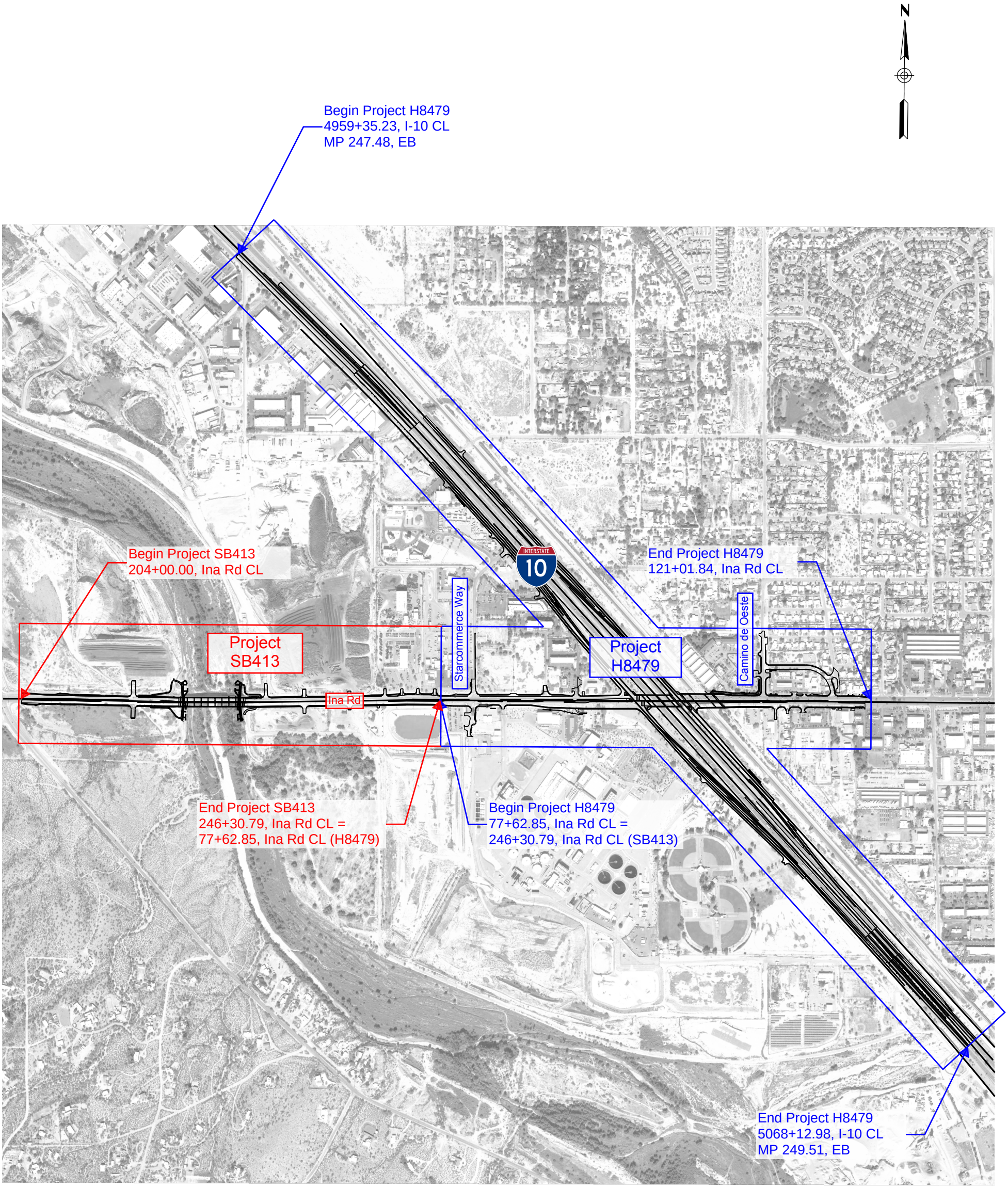


EXHIBIT 1
PROJECT H8479 AND
PROJECT SB413 LIMITS

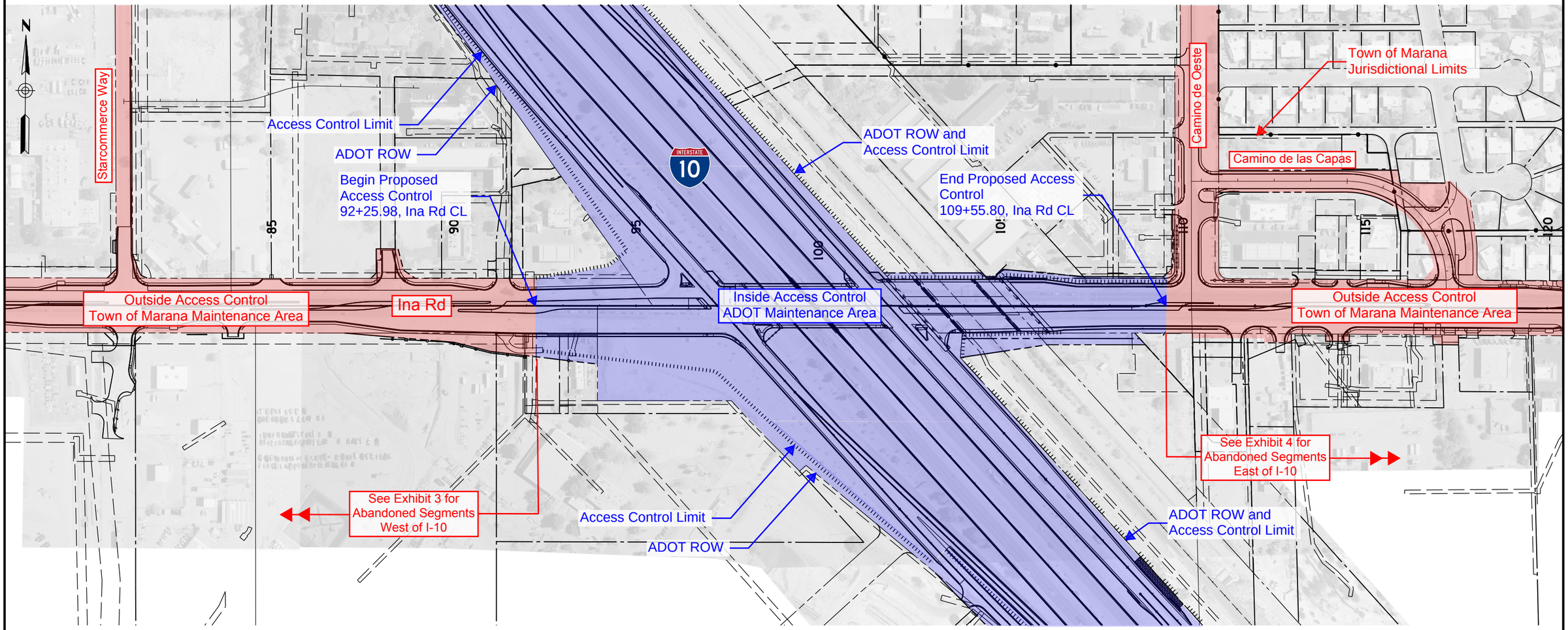


EXHIBIT 2
ACCESS CONTROL AND MAINTENANCE RESPONSIBILITY LIMITS

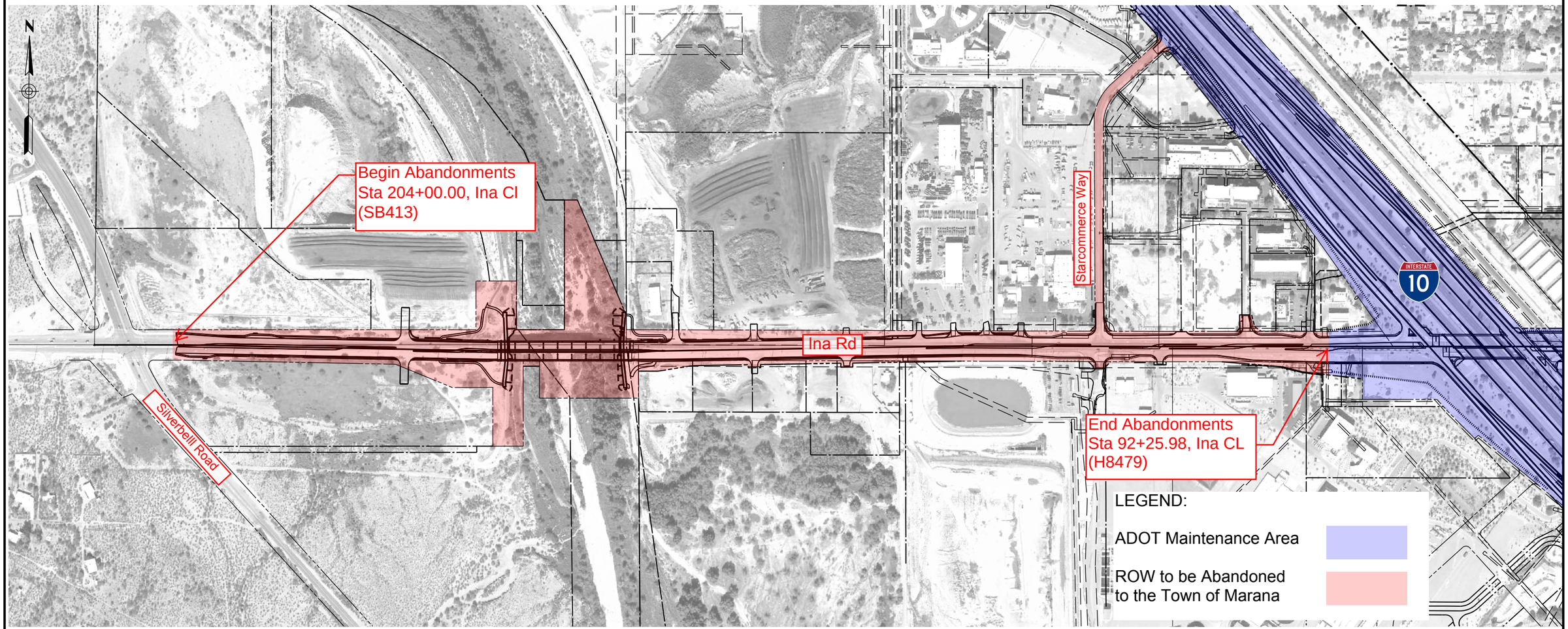


EXHIBIT 3
ABANDONED SEGMENTS
WEST OF I-10

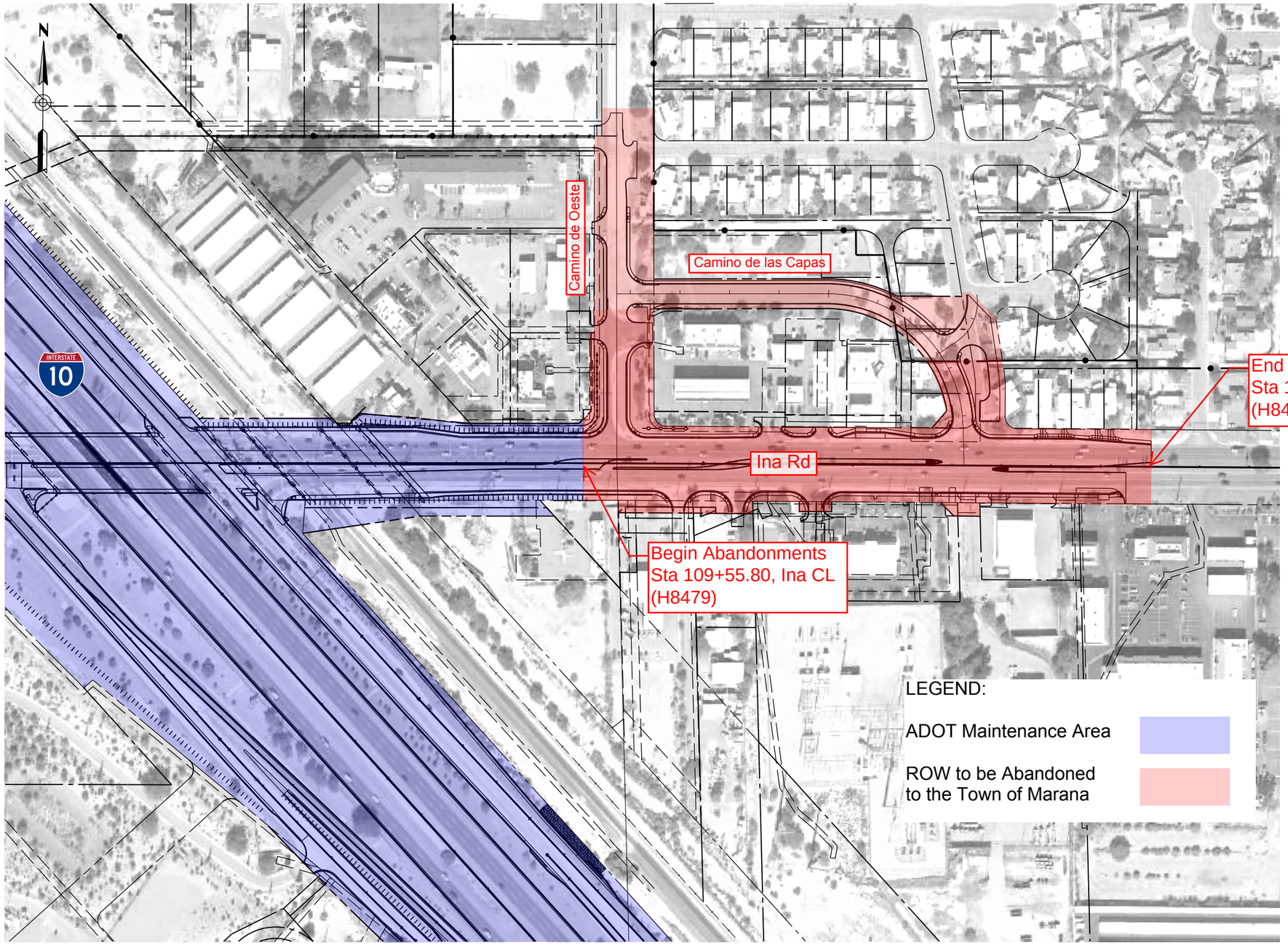


EXHIBIT 4
ABANDONED SEGMENTS
EAST OF I-10

Council-Regular Meeting **C6**

Meeting Date: 10/04/2016

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: October 4, 2016

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Under the Community focus area, the Strategic Plan III includes an initiative to market Marana as a destination for unique, family-friendly events.

Subject: Resolution No. 2016-103: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Marana Chamber of Commerce, Inc. regarding the presentation of the 2016 Big Green Event (Jane Fairall)

Discussion:

The Marana Chamber Green Committee is planning the second annual "Big Green Event" for Saturday, November 5, 2016. The Committee reached out to the Town to request that the Town partner with the Committee to provide in-kind support and assistance for the event, which will be held at Crossroads at Silverbell District Park. The purpose of the Big Green Event is to demonstrate that business and green are compatible and show by example the way to a more sustainable lifestyle and business model. The Event will include Main Stage Demonstrations and Talent, Hands-on Big Green Kid's Activity Tent and Kid's Zone, Raffle Prizes, Entertainment, Food and Fun, Green Vendors & Innovative Technology, Interactive, money-saving green tips and workshops for businesses and residents, Tree Planting Ceremonies, and other related activities.

The proposed agreement with the Chamber of Commerce provides that the Chamber will recruit, select, approve and contract with demonstrators, talent, and vendors consistent with the theme of the Event and will provide sufficient staffing to present and run the Event. The Chamber will provide the Town with the following:

1. Exclusive use of "Recreation" as the Town's sponsorship theme for the Event.
2. A 10' by 10" canopy, a table, and chairs for the Town's use at the Event.

3. Inclusion of the Town's logo or seal on the Chamber's social media, website, and Event Collateral.
4. Minimum once per hour mention of Town's sponsorship on the Chamber's social media feed.
5. Inclusion of the Town's logo or seal on Event banners and all entrance signage, and mention in any media buys/public service announcements.
6. Stage mentions at each demonstration at the Event, and opportunity for Town staff member to speak on stage for up to two minutes.
7. Full access to VIP/Green Room Chalet.
8. Half-page stampable advertisement in Passport with Green Tip.

The Town will provide in-kind support and assistance, at no cost to Chamber, including use of the event area and soccer field at Crossroads Park, use of the Town's stage and stage personnel, extra-duty Police services, and administrative support from Town staff. The Town will also cross promote the Event through the Town's media/communication outlets, help coordinate a traffic and safety plan for the Event, and staff the Town's Event booth with personnel able to discuss the Town's "Recreation" sponsorship theme.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	Y
Amount:	$0

The total value of the in-kind assistance and support to be provided by the Town pursuant to this agreement is $3,008.54.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2016-103, approving and authorizing the Mayor to execute an agreement between the Town of Marana and Marana Chamber of Commerce, Inc. regarding the presentation of the 2016 Big Green Event.

Attachments

Resolution No. 2016-103

Exhibit A to Resolution Agreement

Exhibit B to Agreement -- In-Kind Costs Spreadsheet

MARANA RESOLUTION NO. 2016-103

RELATING TO SPECIAL EVENTS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MARANA AND MARANA CHAMBER OF COMMERCE, INC. REGARDING THE PRESENTATION OF THE 2016 BIG GREEN EVENT

WHEREAS on January 6, 2015, the Town Council adopted the Town of Marana Strategic Plan III which identifies Community as one of its five focus areas and includes the initiative to market Marana as a destination for unique, family-friendly events; and

WHEREAS Marana Chamber of Commerce, Inc. ("Chamber") is a nonprofit corporation serving the business and professional community as the voice of commerce, providing numerous programs and services to improve the economic environment for its members and the community as a whole; and

WHEREAS the Town and the Chamber, by and through its Green Committee, desire to enter into an agreement regarding the presentation of the 2016 Big Green Event on November 5, 2016, the purpose of which is to demonstrate that business and green are compatible and show by example the way to a more sustainable lifestyle and business model; and

WHEREAS the Town Council finds that approval of an agreement related to the presentation of the 2016 Big Green Event as set forth in this resolution is in the best interests of the Town of Marana and its citizens.

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

SECTION 1. The agreement between the Town of Marana and Marana Chamber of Commerce, Inc. regarding the presentation of the 2016 Big Green Event, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor 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 agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

AGREEMENT BETWEEN THE TOWN OF MARANA AND MARANA CHAMBER OF COMMERCE FOR THE 2016 MARANA CHAMBER BIG GREEN EVENT

THIS AGREEMENT (the "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) nonprofit corporation ("CHAMBER"). The Town and CHAMBER are sometimes collectively referred to in this Agreement as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. In January 2015, the Town Council of the Town of Marana adopted the Town of Marana Strategic Plan III (the "Plan"). The Plan identifies Community as one of its five focus areas. Under the Community focus area, the Plan includes an initiative to market Marana as a destination for unique, family-friendly events.

B. CHAMBER is a nonprofit corporation serving the business and professional community as the voice of commerce, providing numerous programs and services to improve the economic environment for its members and the community as a whole.

C. The Town and CHAMBER, by and through its Green Committee, desire to enter into an agreement regarding the presentation of the 2016 Big Green Event on November 5, 2016. The purpose of the Big Green Event is to demonstrate that business and green are compatible and show by example the way to a more sustainable lifestyle and business model.

D. The Town finds that the benefits to the Town resulting from CHAMBER's production and presentation of the 2016 Big Green Event have a value at least equal to the fair market value of the in-kind support and assistance to be provided to CHAMBER by the Town pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intent of the Parties in entering into this Agreement, and in consideration of the terms of this Agreement, the Parties hereby agree as follows:

1. *Services to be performed by CHAMBER.* CHAMBER, by and through its Green Committee, shall plan, develop and present the 2016 Big Green Event (the "Event") at Crossroads at Silverbell District Park, 7548 N. Silverbell Road, as set forth in this paragraph 1. The Event will be held on November 5, 2016, from 9:00 am to 3:00 pm. The Event will include Main Stage Demonstrations and Talent, Hands-on Big Green Kid's

Activity Tent and Kid's Zone, Raffle Prizes, Entertainment, Food and Fun, Green Vendors & Innovative Technology, Interactive, money-saving green tips and workshops for businesses and residents, Tree Planting Ceremonies, and other related activities.

a. CHAMBER shall recruit, select, approve and contract with demonstrators, talent, and vendors consistent with the theme of the Event and the terms of this Agreement. CHAMBER shall ensure that all Event vendors possess a current Town of Marana business license as of the date of the Event, if applicable. CHAMBER shall also ensure that all food vendors possess a current and appropriate permit from the Pima County Health Department, if required, as of the date of the Event.

b. CHAMBER shall provide a complete listing of Event vendors to the Town at least one week prior to the Event.

c. CHAMBER shall ensure that all Event vendors enter into a release and indemnification agreement in the form set forth in Exhibit A, attached hereto and fully incorporated herein by this reference. CHAMBER shall provide the completed release and indemnification agreements to the Town with the vendor list required by subparagraph b above.

d. CHAMBER shall ensure that any children's amusement vendors, including jumping castle and other inflatable vendors, and rock climbing wall vendors, contracted for the Event are vendors approved by the Town of Marana Parks and Recreation Department.

e. CHAMBER shall provide sufficient staffing to present and run the Event.

f. CHAMBER shall also provide the Town with the following:

i. Exclusive use of "Recreation" as the Town's sponsorship theme for the Event.

ii. A 10' by 10" canopy, a table, and chairs for the Town's use at the Event.

iii. Inclusion of the Town's logo or seal on CHAMBER'S social media, website, and Event Collateral.

iv. Minimum once per hour mention of Town's sponsorship on CHAMBER's social media feed.

v. Inclusion of the Town's logo or seal on Event banners and all entrance signage, and mention in any media buys / public service announcements.

vi. Stage mentions at each demonstration at the Event, and opportunity for Town staff member to speak on stage for up to two minutes.

vii. Full access to VIP / Green Room Chalet.

viii. Half-page stampable advertisement in Passport with Green Tip.

2. *Support and assistance to be provided by the Town.* The Town shall provide in-kind support and assistance, at no cost to CHAMBER, as set forth in Exhibit B, attached

hereto and incorporated herein by this reference. In addition to the support and assistance listed in Exhibit B, the Town shall also:

a. Cross-promote the Event through the Town's media/communication outlets.

b. Assist CHAMBER in coordinating a traffic and safety plan for the Event.

c. Staff the Town's Event booth with personnel able to discuss the Town's "Recreation" sponsorship theme.

3. *Expenses; fees; books; taxes.* Except as provided in paragraph 2 above, CHAMBER shall be responsible for all of its operating expenses. CHAMBER may assess, collect and retain fees from those who wish to participate in the Event. The Town makes no guarantee or promise regarding the amount of compensation CHAMBER will receive due to these fees. CHAMBER shall make available to the Town for inspection any books, ledgers or statements kept by CHAMBER regarding activities conducted pursuant to this Agreement. CHAMBER shall be liable for all taxes applicable to the proceeds received by CHAMBER under this Agreement.

4. *Effective date and duration.* This agreement shall be effective as of the signature date of the last Party to sign this Agreement, and shall remain in effect until November 30, 2016. Notwithstanding the foregoing, the indemnification provisions set forth in paragraph 8 below shall survive termination of this Agreement.

5. *Relationship of the parties.* In the performance of the services contemplated by this Agreement, CHAMBER shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and CHAMBER.

6. *Use of Town logo and seal.* The Town grants CHAMBER a limited license to use, at no cost, the Town's logo and seal in CHAMBER's performance of the services described in this Agreement. CHAMBER shall not use the Town's logo and seal for any other purpose or use. CHAMBER shall not modify, revise or alter the Town's logo or seal in any way.

7. *Insurance.* During the term of this Agreement, CHAMBER shall maintain insurance from carriers acceptable to the Town with the following required minimum coverages and limits, and the Town shall be named as an additional insured on the commercial general liability and liquor liability insurance policies for the purposes of CHAMBER's activities in relation to the Event pursuant to this Agreement:

Worker's Compensation:	Statutory
Employer's Liability:	U.S. $100,000
Commercial General Liability:	U.S. $1,000,000 per occurrence
	U.S. $2,000,000 aggregate
Business Auto Liability:	U.S. $1,000,000 combined single limit
Liquor Liability:	U.S. $1,000,000

a. CHAMBER shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph 7 to the Town upon execution of this Agreement and prior to commencing any activities pursuant to this Agreement. CHAMBER shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to the Town's Legal Department.

b. As an additional insured on CHAMBER's commercial general liability and liquor liability policies, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of CHAMBER. CHAMBER shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by subparagraph (a) above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement.

c. All policies required pursuant to this paragraph 7 shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for any claims arising out of CHAMBER's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this Article.

d. The certificate(s) shall also stipulate that the insurance afforded CHAMBER shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by CHAMBER. Coverage provided by CHAMBER shall be primary insurance with respect to all other available sources.

e. The insurance requirements specified in this paragraph 7 may not be changed or modified except by written agreement signed by both Parties.

f. During the term of this Agreement CHAMBER shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph 7. CHAMBER shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this paragraph 7. Cancellation or reduction of any coverage required by this paragraph 7 is grounds for termination of this Agreement by the Town.

8. *Indemnification.* CHAMBER agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from CHAMBER's errors, omissions, or negligent acts in the performance of services pursuant to this Agreement, or the errors, omissions or negligent acts of any party CHAMBER contracts with in the performance of services pursuant to this Agreement, anyone directly or indirectly employed by CHAMBER, or anyone for whose acts CHAMBER may be liable.

9. *Regulatory compliance and approvals.* Each Party shall at its own expense comply with all applicable federal, state and local laws, rules, and regulations in connection with its obligations under this Agreement. As part of this obligation, CHAMBER shall obtain any and all permits required by the Town, the Northwest Fire District or any other appropriate regulatory agency for its activities under this Agreement. In consideration of the services to be performed by CHAMBER under the terms of this Agreement, to the extent legally permissible, the Town agrees to waive all Town of Marana review and permit fees that CHAMBER would normally be required to pay for CHAMBER's activities pursuant to this Agreement.

10. *Notices.* All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the Town, to:
TOWN OF MARANA
Attn: Special Events Coordinator
11555 W. Civic Center Drive - Bldg A3
Marana, AZ 85653

If to CHAMBER, to:
MARANA CHAMBER OF COMMERCE, INC.
Attn: President / CEO
13881 North Casa Grande Highway
Marana, Arizona 85653

11. *Entire agreement.* This Agreement constitutes the entire agreement and understanding of the Parties pertaining to the subject matter of the Agreement and supersedes all offers, negotiations, and other agreements of any kind. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

12. *Authority to execute agreement.* The individuals executing this Agreement hereby represent that they have full right, power, and authority to execute this Agreement on behalf of their respective Parties.

13. *Force majeure.* Notwithstanding any other term, condition or provision of this Agreement to the contrary, if any Party to this Agreement is precluded from satisfying

or fulfilling any duty or obligation imposed upon it due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of God, or other events beyond the control of such Party, the time period provided herein for the performance by such Party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events.

14. *Immigration laws.* CHAMBER warrants that it will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). CHAMBER acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who performs work or services pursuant to this Agreement to ensure compliance with this warranty.

15. *Conflict of interest.* This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

16. *Attorneys' fees.* The prevailing Party in a civil action to enforce this Agreement shall be entitled to recover from the other Party, in addition to any relief to which such prevailing Party may be entitled, all costs, expenses and reasonable attorneys' fees incurred in connection with that civil action.

17. *Governing law.* This Agreement shall be construed in accordance with the laws of the State of Arizona.

18. *Termination.* Either Party may terminate its participation in this Agreement for any reason upon at least 15 days' prior written notice to the other Party.

19. *Miscellaneous.*

a. This Agreement may not be modified except in a writing signed by both of the Parties.

b. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement.

c. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this instrument below.

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

Ed Honea, Mayor

Date:_____

ATTEST:

Town Clerk Date

APPROVED AS TO FORM:

Town Attorney Date

"CHAMBER":

MARANA CHAMBER OF COMMERCE, INC., an Arizona corporation

Ed Stolmaker, President / CEO

Date_____

Federal I.D. # _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Ed Stomaker, President / CEO of MARANA CHAMBER OF COMMERCE, INC., an Arizona corporation, on behalf of the corporation.

(Seal)

Notary Public

LIST OF EXHIBITS

Exhibit A: Form of Release and Indemnification Agreement

Exhibit B: Spreadsheet listing Town In-Kind Support and Assistance

EXHIBIT A to
Agreement between the Town of Marana and Marana Chamber of Commerce for the 2016 Marana Chamber Big Green Event

Release and Indemnification Agreement. In consideration of the acceptance of my Vendor Application for the Big Green Event to be held November 5, 2016, I do hereby, for myself, my child/ren, my heirs, executors and assigns, release the Town of Marana (Town) and the Marana Chamber of Commerce, Inc. (Chamber), and their respective agents, officials and employees from liability for any harm, injury, or damage, which I, or my minor child/ren, may suffer while participating in the above-described event. This includes all risks that are connected with the event whether foreseen or unforeseen. Additionally, I agree to defend, save, hold harmless, and indemnify the Town and Chamber, and their respective officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from my errors, omissions, or negligent or intentional acts in connection with the above-described event. I am of lawful age and legally competent to execute this Agreement. I understand the terms of this Agreement and have agreed to its terms as my own free act.

If I am acting on behalf of an organization, I certify that I am the agent of the organization, I am acting on the organization's behalf, and I am duly authorized to execute this Release and Indemnification Agreement on the organization's behalf.

By signing below, I acknowledge that I have read and agree to abide by all the terms, conditions, rules and regulations outlined in this Vendor Application Form and that I have read and understand the terms of this Release and Indemnification Agreement and agree that I shall be bound by its terms and conditions.

VENDOR'S INFORMATION:

Name: _____

Address: _____

Telephone No.: _____

E-mail Address: _____

Signature: _____

Date: _____

Town of Marana In-Kind Support to Chamber of Commerce 2016 Big Green Event

RESOURCE	UNIT	UNIT QUANTITY	UNIT COST	TOTAL
Crossroads at Silverbell Park				
Event Area	per day	1	$200.00	$200.00
Soccer Field 1	per hour regular	2	$5.00	$10.00
Soccer Field 1	per hour prime	5	$8.00	$40.00
Stage	per event	1	$400.00	$400.00
Stage Personnel	per hour	7	$30.00	$210.00
Stage Tranportation	per mile	24	$0.85	$20.40
Tree Planting Ceremony	each	1	$350.00	$350.00
Administrative Support	per hour	15	$30.00	$450.00
Extra Duty Police Sergeant	per hour	6	$45.00	$270.00
Extra Duty Police Officer	per hour	24	$40.00	$960.00
Special Event Permit	per application	1	$50.00	$50.00
Special Event Liquor License	per application	1	$25.00	$25.00
Communications Support	per hour	1	$23.14	$23.14
TOTAL SUPPORT				$3,008.54

Council-Regular Meeting **C7**

Meeting Date: 10/04/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: October 4, 2016

Subject: Approval of Regular Council Meeting Minutes from September 20, 2016 (Jocelyn C. Bronson)

Attachments

Draft 09/20/2016 Regular Council Meeting Minutes

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 20, 2016, 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 7:03 p.m. Town Clerk Bronson called roll. Vice Mayor Post was 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 Ziegler, second by Council Member McGorray. Passed unanimously 6-0.***

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.

David Morales spoke regarding the cancellation of the DAV Chapter 4 golf tournament scheduled for next weekend. The tournament was cancelled for lack of golfers. Any monies received for the tournament will be returned upon request.

PROCLAMATIONS

P1 Proclaiming September 26 -- October 2, 2016 Diaper Need Awareness Week (Jocelyn C. Bronson). **Ms. Bronson** noted that the Diaper Bank of Southern Arizona requested this proclamation, although no one from the diaper bank was able to attend tonight's meeting. She will forward the proclamation to them. **Council Member McGorray** noted that when the improvements to the Marana Food Bank are made later this year, anyone wanting to donate will be able to drop of diapers at the new facility.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. Mayor Honea reported on a meeting he had with the CEO of Oro Valley Hospital and learned that this hospital and others want to get organizations who are willing to work with them and become more involved in having their employees engage in preventive medicine. He noted that it was his understanding that insurance companies are picking up 100 percent of the costs.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS. Mr. Davidson reminded everyone to mark their calendars for October 15th, the annual Cotton Festival at the Marana Heritage Park. Social media advertising will begin soon. This is a great community group involving nonprofits and student groups. It's more like a country fair. Information is available on the town's website and on Maranaevents.com.

PRESENTATIONS

CONSENT AGENDA. ***Motion to approve by Council Member Ziegler, second by Council Member Bowen. Passed unanimously 6-0.***

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. 2016-092: Relating to Utilities; authorizing the expansion of the Marana Water Department's water service area to include a portion of Tucson Water's Peppertree Ranch contracted service area in exchange for Tucson Water's expansion of its Dove Mountain contracted service area to serve a proposed Marana Unified School District school site (John Kmiec)

C2 Resolution No. 2016-093: Relating to Development; approving a final plat for Del Webb at Dove Mountain V, Lots 344-384 and Common Areas "A" (Private Streets), "B" (Drainage/Open Space) and "C" (Lift Station) generally located south of the intersection of Rim Trail and Bright Angel Trail (Steve Cheslak)

C3 Resolution No. 2016-094: Relating to Public Works; approving and authorizing the Mayor to execute the Wildlife Linkages Amendment to Intergovernmental Transportation Funding Agreement between the Regional Transportation Authority of Pima County and the Town of Marana for Construction of Improvements to Tangerine Road – Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive (Frank Cassidy)

C4 Resolution No. 2016-095: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Santa Cruz County for incarceration of municipal prisoners for the period of July 1, 2016 through June 30, 2017 (Jane Fairall)

C5 Resolution No. 2016-096: Relating to Municipal Court; approving the reappointment of Kenneth Bowman as magistrate pro-tempore for the Marana Municipal Court (Laine Sklar)

C6 Approval of Regular Council Minutes from September 6, 2016 and approval of Study Session Minutes from September 13, 2016 (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series 12 restaurant liquor license application submitted by Carlos Garcia Duran on behalf of Mariscos Chihuahua, located at 4185 W. Ina Road, Tucson, Arizona 85741 (Jocelyn C. Bronson). **Ms. Bronson** noted that this application was properly reviewed and processed by staff, no protests were received, and staff is recommending approval. ***Motion to approve by Council Member Bowen, second by Council Member Kai. Passed unanimously 6-0.***

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Patrick R. Nilz on behalf of Marana Heritage Conservancy for the Marana Cotton Festival to be held on October 15, 2016 (Jocelyn C. Bronson). **Ms. Bronson** noted that this application is part of the Cotton Festival event and has been properly reviewed and processed, and staff is recommending approval. ***Motion to approve by Council Member McGorray, second by Council Member Bowen. Passed unanimously 6-0.***

BOARDS, COMMISSIONS AND COMMITTEES

B1 Relating to Boards, Commissions and Committees; selecting three potential topics for the Fall 2016 Marana Citizens' Forum (Jocelyn Bronson). **Ms. Bronson** noted that the topic selection list was placed at each Council seat for the Fall 2016 Forum session. She then introduced Heath Vescovi to give more detail for the topics. **Mr. Vescovi** asked that the tally

sheets be returned to either him or Ms. Bronson so that staff can take Council-approved items to the Forum delegates at their first Orientation meeting on September 29th. **Council Member Ziegler** noted that one of the topics was a Buy Local Campaign. She asked Mr. Davidson if the town's program was similar to Oro Valley's which appears to have diminished. **Mr. Davidson** responded that Oro Valley took a different approach from Marana's. Theirs was an actual purchase made by town residents at their town hall that loaded money onto a card, but our campaign has been focused on making citizens aware of Marana businesses through advertising and the use of mobile apps. The Marana Chamber has been engaged in those types of things. Our program is more traditional.

COUNCIL ACTION

A1 Resolution No. 2016-097: Relating to Community; creating the Town of Marana Youth Legacy Award for exemplary youth achievement in the Marana community. Presented by **Vickie Hathaway** who began by noting that this award is complimentary to some of the town's existing awards. The town is a strong supporter of youth opportunities and engagement. Part of our strategic plan talks about our collaborations with the Marana school district. We have the Marana 2.0 program which began last year where we invite high school students to come to our organization and learn about local government through first-hand experience. Also explored was Marana Citizens' Forum representation as well as other ways for youth to be involved on a higher level. This Marana Youth Legacy Award evolved from our experience with the group of students who went to Colorado in June for the All America Cities competition. Their enthusiasm, talent, perspective, commitment, other scholastic and community-based programs they are involved with is exciting and impressive, especially their presentation at this national competition on how to showcase programs that promote heart, body and mind.

Working with this group, we realized not only how important and talented our youth citizens are, but how important it is to find more ways to engage with them and award and recognize them. For the Marana Youth Legacy Award, we are looking at nominees whose work and ethics benefit the community. She then listed some of the criteria for candidates. This award will be awarded in conjunction with the branding iron and crystal legacy awards. In a departure from past years when these awards were given out at a Rotary dinner, staff is exploring giving this award at Founders' Day. In response to a question from Council, staff would like this first award to be given to the 23 students who participated at the All America Cities competition but they could also be given to individuals in future years. Ms. Hathaway also addressed the nomination process as well as how the selection committee was formed, using examples from resolutions for other awards.

Motion to approve by Council Member Bowen, second by Council Member McGorray. Passed unanimously 6-0.

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Community Affairs; discussion and possible action regarding MHC Healthcare's 60th Anniversary celebration, including the opportunity for the Town to become a sponsor and the funding options to support a sponsorship. **Mr. Davidson** reported that during a

recent meeting with a MHC Healthcare representative related to their 60th anniversary celebration next year. What is unique is that next year will be the town's 40th anniversary and the Chamber of Commerce's 30th anniversary – milestone anniversaries within the town. MHC is putting together a series of events to celebrate that milestone, one of which is a big dinner they will be hosting that is also designed as a community-wide fundraiser at the Dove Mountain Ritz Carlton. Before Council tonight are the sponsorship package options. There was an ala carte list, but nothing that he could see would benefit the town. As an example, you could pay $20K for the keynote speaker and other random items. For the dinner, we included the options for gold, silver and bronze if the Council wants to participate. Each of those options includes a table of 10 with a little advertising; the silver and gold with the same thing but a little more advertising. **Council Member Kai** asked if staff had any recommendations on the sponsorship level that is in line with our budget. **Mr. Davidson** responded that our primary purpose is not to do charitable fundraising, so his recommendation would be the bronze level at $3,000 which includes a table of 10 for Council and key staff. We would have a little advertising to say "Congratulations to MHC Healthcare," or we could put something in there about the town's 40th anniversary or the Chamber's 30th anniversary. **Mayor Honea** and **Council Member McGorray** noted that MHC Healthcare has been a great partner and asset to the community, and he likes the bronze level.

Council Member Kai moved to participate in the bronze level sponsorship for $3,000, seconded by Council Member Ziegler. Passed unanimously 6-0.

D2 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). No activity as the legislature is out of session.

EXECUTIVE SESSIONS. ***Motion to go into executive session on Item E2 at 7:29 p.m. by Council Member Ziegler, second by Council Member McGorray. Passed unanimously 6-0.***

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)(1) to discuss and evaluate the performance of Town Manager Gilbert Davidson. **No action required.**

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. ***Motion to adjourn at 8:15 p.m. by Council Member McGorray, second by Council Member Bowen. Passed unanimously 6-0.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on September 20, 2016. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 10/04/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: October 4, 2016

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Patrick R. Nilz on behalf of the Marana Heritage Conservancy for Marana Game Day with Cornhole Tournament to be held on November 5, 2016.

Discussion:

This application is for a special event liquor license on behalf of the Marana Heritage Conservancy for Marana Game Day with Cornhole Tournament to be held on November 5, 2016.

A special event liquor license is a temporary, non-transferable, on-sale retail privileges liquor license that allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold and only for the period authorized on the license. Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first. The qualified organization must receive at least twenty-five percent (25%) of the gross revenues of the special events.

Pursuant to state law, a person desiring a special event liquor license must request a special event application from the Department of Liquor Licenses and Control (DLLC). The applicant then must file the application with the town for events occurring within the town's limits. The town may then recommend approval or disapproval of the special event liquor license.

If the special event liquor license application is approved by the Town Council, and the event meets the requirements for granting the license, the director of the DLLC will issue a special event liquor license to the qualifying organization. If the application is disapproved by the Town

Council, the DLLC will normally not consider the application.

Staff Recommendation:

Staff recommends approval of this special event liquor license application.

Suggested Motion:

OPTION 1: I move to submit to the DLLC a recommendation of approval of the special event liquor license application submitted by Patrick R. Nilz on behalf of the Marana Heritage Conservancy for Marana Game Day with Cornhole Tournament.

OPTION 2: I move to disapprove the special event liquor license application submitted by Patrick R. Nilz on behalf of the Marana Heritage Conservancy for Marana Game Day with Cornhole Tournament.

Attachments

Marana Heritage Conservancy Application

Description of License Type

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= $25.00 per day for 1-10 days (consecutive)
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Marana Heritage Conservancy

SECTION 2 Non-Profit/IRS Tax Exempt Number: 26-4038157

SECTION 3 The organization is a: (check one box only)
☒ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No

Name of Business	License Number	Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☒ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Crossroads at Silverbell District Park

Address of Location: 7548 N. Silverbell Rd – Tucson, AZ 85743
Street / City / COUNTY / State / Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Nilz (Last) Patrick (First) R. (Middle) 3-17-50 (Date of Birth)
2. Applicant's mailing address: 12630 N. Flintlock Rd (Street) Marana (City) AZ (State) 85653 (Zip)
3. Applicant's home/cell phone: (520) 907-0040 Applicant's business phone: (520) 682-3405
4. Applicant's email address: flyupat@aol.com

Individuals requiring ADA accommodations call (602)542-9027.

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐ Yes ☒ No **(If yes, attach explanation.)**

2. How many special event licenses have been issued to this location this year? 1
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☒ Yes ☐ No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Marana Heritage Conservancy Percentage: 50%
Address P.O. Box 1074 (Street) Marana (City) AZ (State) 85653 (Zip)

Name Dove Mountain Rotary Percentage: 50%
Address P.O. Box (Street) Marana, (City) AZ (State) 85653 (Zip)

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

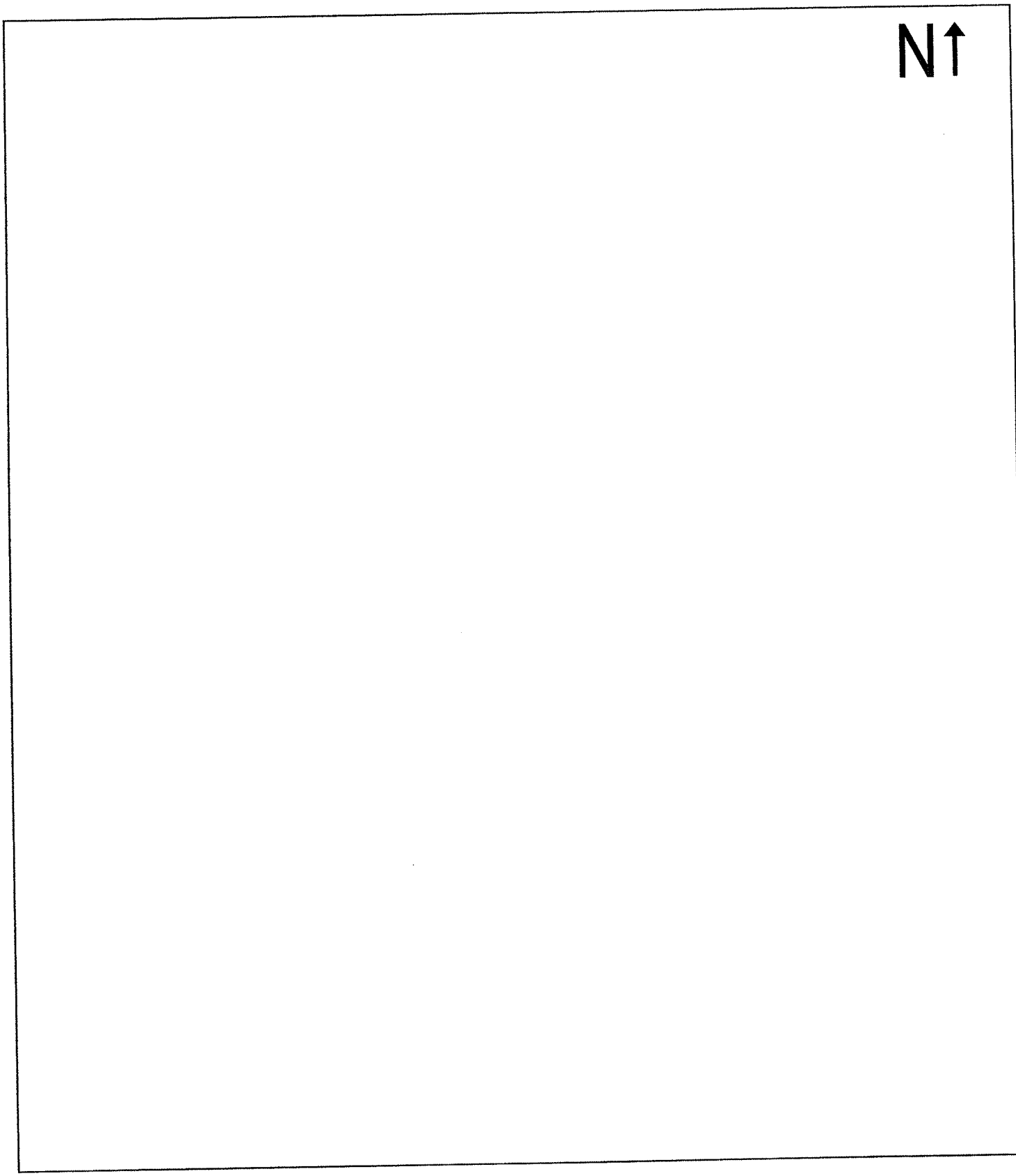
_____ Number of Police _____ Number of Security Personnel ☐ Fencing ☐ Barriers

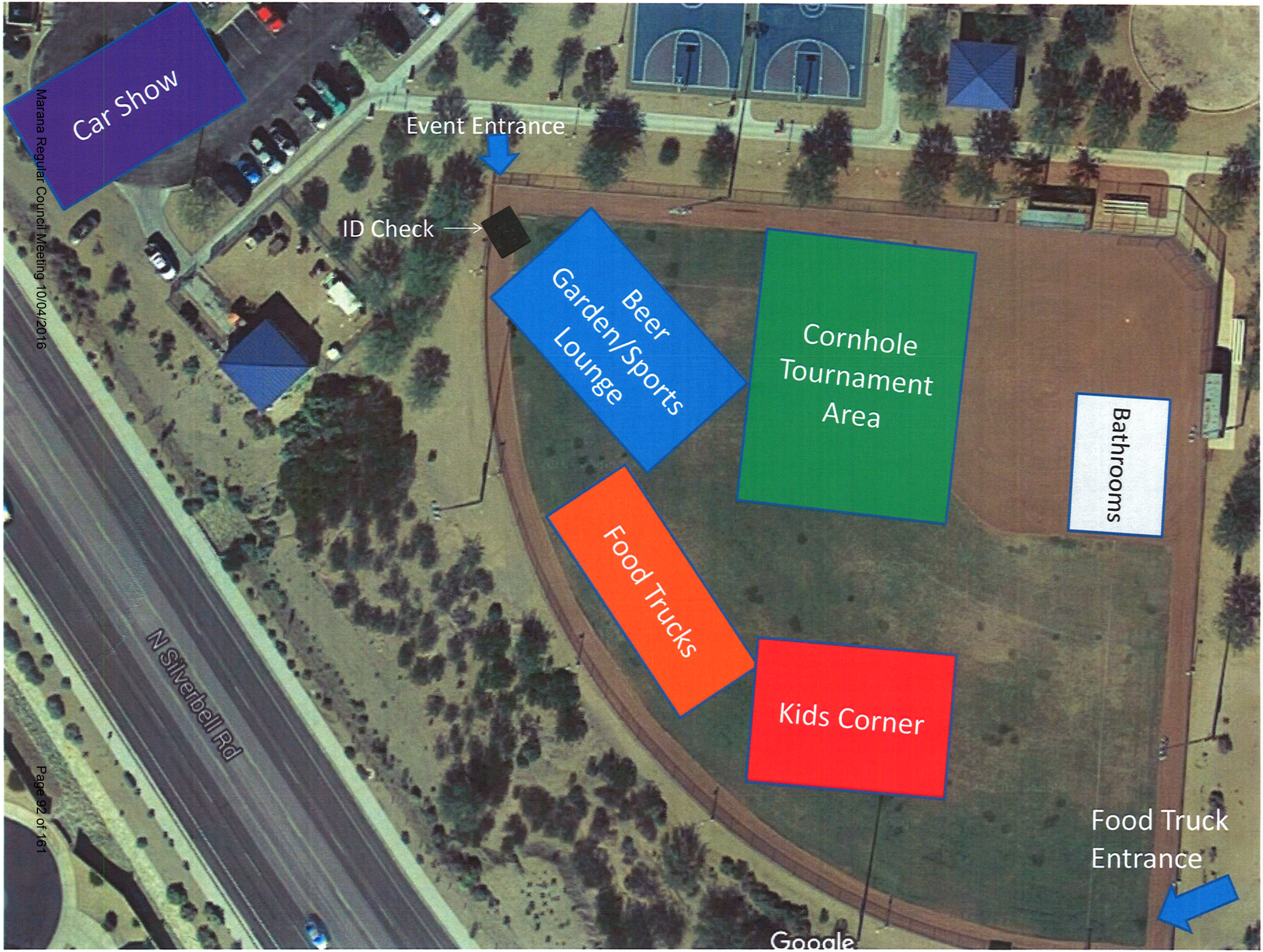
Explanation: _____

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	Nov 5, 2016	Saturday	12:00PM	10:00 PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.




Car Show
Event Entrance
ID Check
Beer Garden/Sports Lounge
Cornhole Tournament Area
Bathrooms
Food Trucks
Kids Corner
Food Truck Entrance
N Silverbell Rd
Google

SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, R. Patrick Nilz (Print Full Name) declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X _____ President 9/28/2016 520-907-0040
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 28th Sept. 2016
Day Month Year

State ARIZONA County of PIMA

My Commission Expires on: 5/13/2017 Hilary H Hiser Commission #324032 Notary Public - Arizona Pima County My Commission Expires May 13, 2017
Date

_____
Signature of Notary Public

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, R. Patrick Nilz (Print Full Name) declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X _____ President 9/28/2016 520-907-0040
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 28th Sept. 2016
Day Month Year

State ARIZONA County of PIMA

My Commission Expires on: 5/13/2017 Hilary H Hiser Commission #324032 Notary Public - Arizona Pima County My Commission Expires May 13, 2017
Date

_____
Signature of Notary Public

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ _____ recommend ☐APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

on behalf of _____, _____, _____, _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

Individuals requiring ADA accommodations call (602)542-9027.

SERIES: **15 SPECIAL EVENT LICENSE (Temporary)**

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that,* in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: **One (1) to seven (7) days.**

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: **$25.00 per day.**

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

Council-Regular Meeting **A1**

Meeting Date: 10/04/2016

To: Mayor and Council

From: Cynthia Nemeth-Briehn, Parks & Recreation Director

Date: October 4, 2016

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:
PRINCIPLE STATEMENT 1 / We will design, build and maintain appropriate high quality recreational amenities to enhance the quality of life for Marana residents and visitors.

Initiative 4. REVIEW AND UPDATE THE PARKS MASTER PLAN, ALIGNING THE PLAN WITH THE TOWN'S STRATEGIC VISION RELATED TO RECREATION

Subject: Resolution No. 2016-104: Relating to Parks and Recreation; approving and authorizing Town staff to implement the Parks, Recreation, Trails and Open Space 5 Year Update and Strategic Plan dated October 2016 (Cynthia Nemeth-Briehn)

Discussion:

Background
The Town Council adopted the Parks, Recreation, Trails and Open Space Master Plan in October 2010. The seven major areas addressed by the plan were open space, park system, trail system, programs, special events, facilities maintenance and operations, and finance and plan implementation. The plan outlined goals, policies, and action strategies for the next ten years. The plan prescribed an update after five years, which is now being presented to council for approval.

Master Plan Update
The Planning Department and Parks & Recreation Department entered into a collaborative agreement with the University of Arizona College of Architecture, Planning and Landscape Architecture (CAPLA) to assist with the five-year update. The interdisciplinary group of graduate, professional students consisted of planners, landscape architects, and architect. The team was charged with inventorying, evaluating and updating the Town's existing green

infrastructure; completing a spatial analysis; conducting and analyzing the results of a public outreach campaign; and, proposing a branding solution to uniquely identify Marana through park and street furnishings and wayfinding signage.

The update provides an analysis of program offerings, survey results, focus group comments, and a spatial inventory. As a result of the findings, proposed policy recommendations are included for the Town's open space, parks, trails, programs, community events, and facilities. In addition, a design and branding palette offers suggestions for creating a unique brand for Town of Marana parks.

The intent of the 2016 Master Plan Update is to serve as a companion document to the original 2010 Master Plan. The policy recommendations proposed in this update include goals and strategic actions from the original 2010 master plan that are of greatest relevance today. The update also includes new policy recommendations based on the analysis of new findings.

Next Steps
During this Council session, staff will give a brief presentation on the main components of the 2016 Master Plan Update. If approved, the document will be shared with stakeholders and posted on the Town's website. The public will be made aware of the final document through the Town's social media outlets, public meetings, a Public Service Announcement, and other outreach opportunities as they arise.

Financial Impact:

Staff does not anticipate significant costs associated with the completion of this project. Any costs will be absorbed in the department's operating budget.

Staff Recommendation:

Staff recommends approval of the 2016 Parks, Recreation, Trails and Open Space Master Plan Update.

Suggested Motion:

I move to adopt Resolution No. 2016-104, approving and authorizing Town staff to implement the Parks, Recreation, Trails, and Open Space 5 Year Update and Strategic Plan.

Attachments

Resolution 2016-104
Master Plan Update

MARANA RESOLUTION NO. 2016-104

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING TOWN STAFF TO IMPLEMENT THE PARKS, RECREATION, TRAILS AND OPEN SPACE 5 YEAR UPDATE AND STRATEGIC PLAN DATED OCTOBER 2016

WHEREAS the Town Council adopted the Parks, Recreation, Trails and Open Space Master Plan in October 2010, which prescribed an update of the plan in five years; and

WHEREAS the Town of Marana Strategic Plan III Recreation focus area includes the principle statement that the Town will design, build and maintain appropriate high quality recreational amenities to enhance the quality of life for Marana residents and visitors, with an initiative of reviewing and updating the Parks Master Plan, aligning the plan with the Town's strategic vision related to recreation; and

WHEREAS the Planning and Parks and Recreation Departments entered into a collaborative agreement with the University of Arizona College of Architecture, Planning and Landscape Architecture (CAPLA) to assist with the five-year update; and

WHEREAS the Town Council finds that adoption for the five-year update to the Parks Master Plan is in the best interests of the community.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the Parks, Recreation, Trails and Open Space 5 Year Update and Strategic Plan dated October 2016, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved.

BE IT FURTHER RESOLVED that 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 obligations and objectives of the Parks, Recreation, Trails and Open Space 5 Year Update and Strategic Plan.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 4th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Town of Marana

Parks, Recreation, Trails and Open Space
5 Year Update and Strategic Plan

October 2016

THE UNIVERSITY OF ARIZONA
College of Architecture, Planning & Landscape Architecture

MARANA





RESOLUTION OF ADOPTION

(INTENTIONALLY LEFT BLANK)

ACKNOWLEDGEMENTS

TOWN COUNCIL
Ed Honea, Mayor
Jon Post, Vice Mayor
Dave Bowen
Patti Comerford
Herb Kai
Carol McGorray
Roxanne Ziegler

TOWN OF MARANA
Gilbert Davidson, Town Manager
Jamsheed Mehta, Deputy Town Manager

PARKS AND RECREATION DEPARTMENT
Cynthia Nemeth-Briehn, Director
Stephen Schmidt, Parks Superintendent
Corey Larriva, Business Services Coordinator
Matt Christman, Recreation Coordinator
Bob Stinson, Recreation Coordinator
Darrice Larriva-Johnson, Recreation Coordinator
Donna Chambers, Parks and Maintenance Supervisor
Alexis Haskin, Parks and Maintenance Supervisor
Teri Vasquez, Executive Assistant

PLANNING DEPARTMENT
Ryan Mahoney, Director
Shannon Shula, Senior Planner
Brian Varney, Senior Planner
Janine Spencer, Environmental Projects Manager

AUTHORS (UNIVERSITY OF ARIZONA)
Brianna Addotta, Planning Lead
Alexandra Stoicof, Design Lead
Daniel Jerrim, Architecture Student
Britain Ogle, Landscape Architecture Student
David Mitchell, Planning Student
Forest Repogle, Planning Student
Sebastian Santos, Planning Student
Lan Zhong, Planning Student

AND THE CITIZENS AND BUSINESSES OF MARANA

EXECUTIVE SUMMARY

The purpose of this document is to provide an update and strategic vision for implementation of the 2010 Marana Parks, Recreation, Trails and Open Space Master Plan with the recognition that the Town's current conditions and community needs have changed in the past five years.

The document is the product of a nine month collaboration between the Town of Marana and the University of Arizona College of Architecture, Planning and Landscape Architecture (CAPLA) Integrated Design Studio. The work found within has been completed by a team of eight graduate level Planning, Architecture, and Landscape Architecture students in collaboration with community partners from the Town of Marana Planning and Parks and Recreation Departments.

The document was completed over the course of a five phase workplan:

1. The initial phase involved the collection of existing spatial data for the Town of Marana, the review of existing policy from the 2010 Master Plan to assess current standings, and the review of benchmark studies in similar communities across the region.
2. The second phase encompassed a five week public outreach campaign, which successfully allowed the team to connect with stakeholders in the community through activities such as an online survey and neighborhood meetings.
3. The third phase focused on the spatial analysis of existing parks, trails, and open spaces for the creation of suitability, connectivity, and level of service maps.
4. The fourth phase involved the design of unique branding features, such as specific materials, plants, and wayfinding.
5. The fifth phase utilized results from previous phases, such as stakeholder feedback and spatial analysis results, to formulate policy recommendations.

This 2016 Update and Strategic Plan is intended to act as an advisory document to guide growth of the green infrastructure network (open space, parks, and trails) within the Town of Marana over the next five years, until the next Master Plan Update (to be completed in 2020). Policy objectives on programs, special events, facilities maintenance and financing/ plan implementation are also included.



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PROJECT OVERVIEW

The goals of this document are to:

1. Summarize the public outreach campaign conducted in order to understand community needs.

2. Compare Marana to similar communities to identify performance benchmarks.

3. Provide a spatial inventory of existing parks, trails, and open space assets.

4. Identify areas of Marana which are underserved by parks through a Level of Service analysis.

5. Provide suitable locations for new parks, trails and open space based on public participation results and GIS analysis of existing conditions.

6. Assess existing policies for relevancy and recommend new policies to support those found in the 2010 Marana Parks, Recreation, Trails and Open Space Master Plan.

7. Recommend branding solutions and material typologies that promote tourism and create a unique identity for the Town of Marana.





4

1.1 Spatial Inventory

1.2 Town Demographics

1.3 Benchmark Studies

1.4 Public Participation

SPATIAL INVENTORY



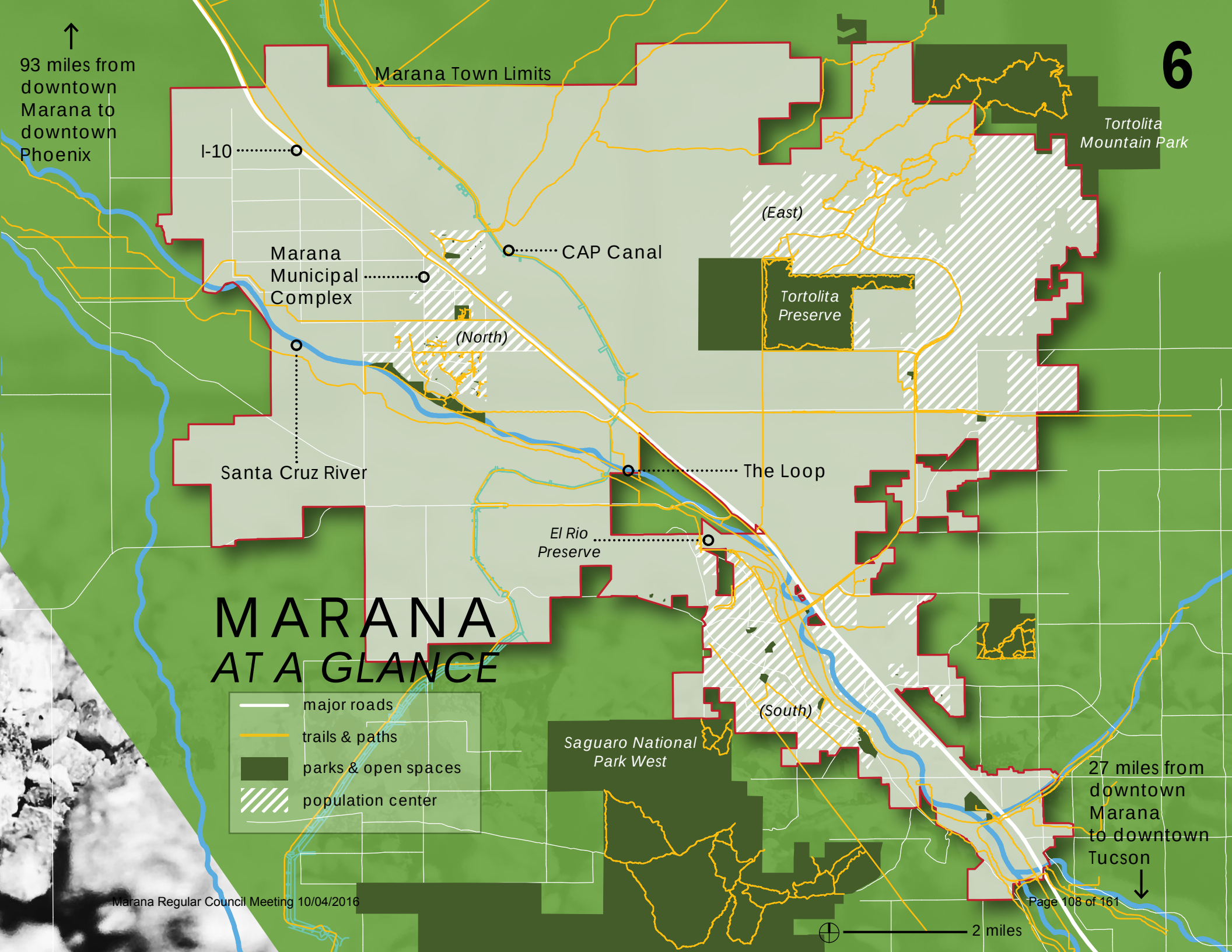
As of 2016, there were 110 miles of paths & trails within the Town of Marana

Town of Marana open space resources include Tortolita Mountain Park and Preserve, Saguaro National Park West, the Santa Cruz River, Canada Del Oro Washes, El Rio Preserve and the Central Arizona Project Canal

As of 2016, there were 872 total acres of parks in Marana

The Town of Marana maintained 523 acres of parks in 2016

The Town of Marana maintained 54 miles of paths & trails as of 2016


93 miles from downtown Marana to downtown Phoenix
Marana Town Limits
6
Tortolita Mountain Park
I-10
(East)
CAP Canal
Marana Municipal Complex
Tortolita Preserve
(North)
Santa Cruz River
The Loop
El Rio Preserve
MARANA
AT A GLANCE
major roads
trails & paths
parks & open spaces
population center
(South)
Saguaro National Park West
27 miles from downtown Marana to downtown Tucson
2 miles



Town Demographics

Incorporated in 1977, Marana is a relatively young Town which spans 122 square miles. According to the Census, the Town of Marana currently has a population of approximately 42,000 people (compared to approximately 34,600 in 2010) and the median age is 38.7. The housing stock in Marana is 89% single family detached. Housing tenure is currently 75% owner occupied.

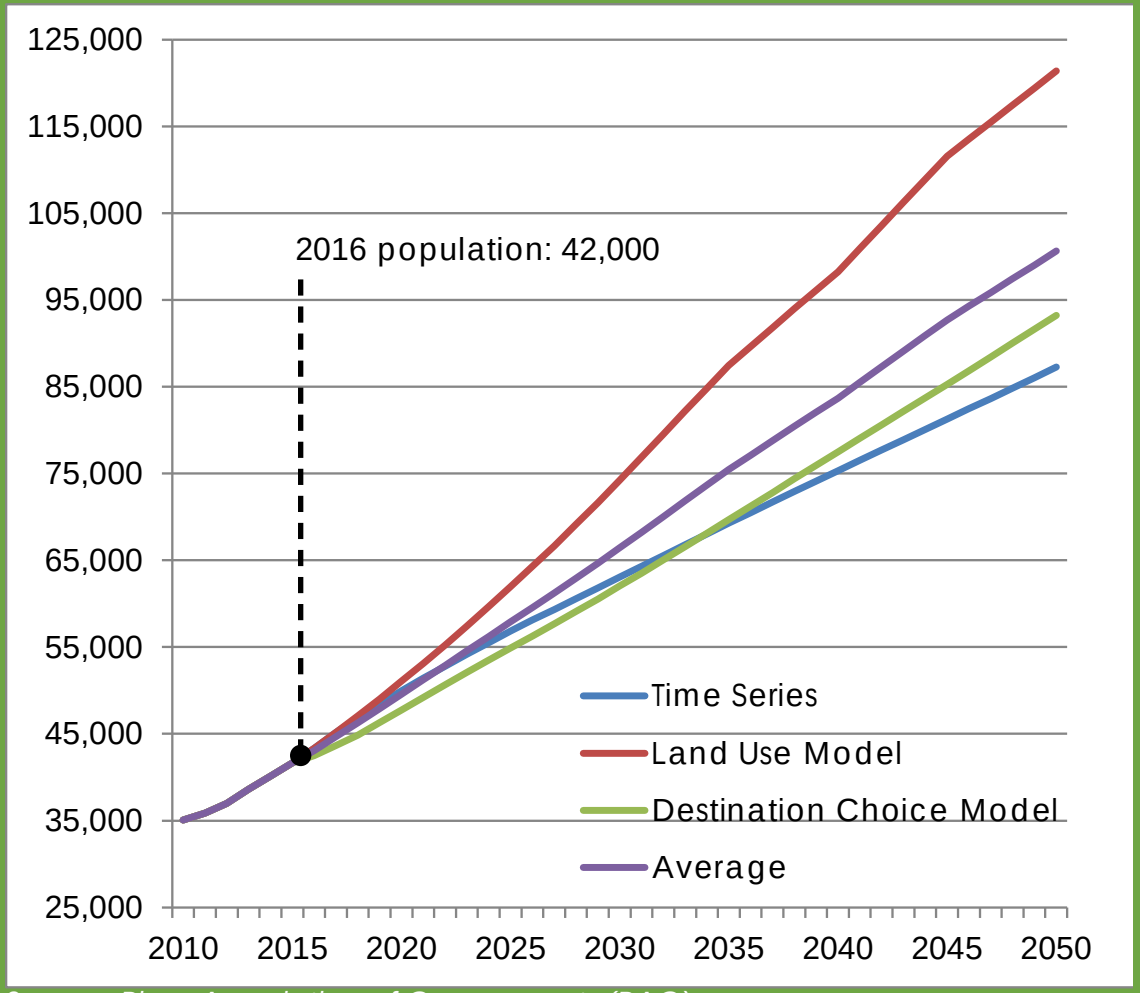
Located northwest of the City of Tucson and split by I-10, the Town has seen robust development over the past 30 years, which slowed during the Great Recession of the past ten years. Development is beginning to increase once again with the recovering economy.

Existing Development

Existing residential development is located primarily in large subdivisions:

- Gladden Farms is located in the northern area of Marana, between Moore and Sandario Roads on the west side of I-10.
- Dove Mountain is located in the northeastern area of Marana, north of Tangerine Road at Dove Mountain Drive.
- Continental Ranch, one of Marana's oldest and largest subdivisions, is located between Twin Peaks and Cortaro Roads, in the central area of the Town.

Town of Marana Population Projections 2010-2050



Source: Pima Association of Governments (PAG)

Understanding future population projections is vital in formulating effective policy for the Town of Marana. Population data from PAG is graphed above using three different growth models (described at right), and a fourth which presents the average of the models. The visualization shows that Marana is expected to double in population over the next 20-25 years, and the Town must be ready to provide recreational amenities and programs to meet the increase in population.

Population Projection Models Descriptions

Time Series Model

The time series model is heavily influenced by historical growth rates, and also incorporates factors such as known development projects, employment growth trends, and land use patterns.

Land Use Model

The land use model estimates growth in five year increments for every 0.5-acre land parcel. Model inputs include required county-level population growth, existing land use, future plans, state trust land, undevelopable lands, roadway networks and traffic, and population/ employment accessibility measures.

Destination Choice Model

The destination choice model simulates the choices that determine where population growth occurs. Factors include land price, civilian infrastructure qualities, parks and other amenities, natural resources, and qualities of schools and other community assets.

Averaging Process

The three models are averaged to produce a fourth population projection, acknowledging that no one model can account for all factors of population growth, and that an average can balance all the factors considered.

BENCHMARK STUDIES

In order to gain a better understanding of best practices and similar communities that can be comparable to the Town of Marana, three Parks and Recreation Master Plans from communities around the southwestern United States were studied. Some of the key attributes considered in selecting the benchmark studies were demographics, population, size of the city, landscape, culture and environment. Three plans are summarized here that helped set precedent for the 2016 Update. Elements from each precedent, such as the Level of Service Analysis from the City of Clovis, were borrowed and used in the 2016 Update.

City of Clovis, New Mexico
2015 Parks and Recreation Master Plan



- Analysis of park distribution
- Level of service analysis
- Citizen participation

Lea County, New Mexico
2013 Recreational Master Plan



- “A Quality of Life Master Plan”
- Multi-generational parks
- Focus on increasing facilities

Maricopa County
2009 Strategic System Master Plan



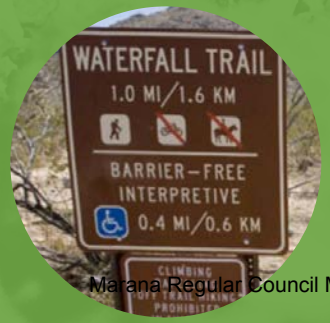
- “High Quality Park”
- Emphasis on events/programs
- Drive time analysis map



The Level of Service (LOS) analysis is one of the key focus areas of the City of Clovis Parks and Recreation Master Plan. LOS ranks amenities by how well they are serving the community and makes recommendations on how to improve conditions if necessary. The Marana 2016 Update incorporates LOS analysis to better understand park conditions.



Multi-generational parks, as mentioned in the Lea County Recreational Master Plan, are designed to encourage use by people from all age groups and include features such as loop trails, playgrounds, fitness stations, and picnic tables. The consideration of multi-generational parks in the 2016 Update demonstrates a commitment to the overall improvement of parks and recreation for the entire community.

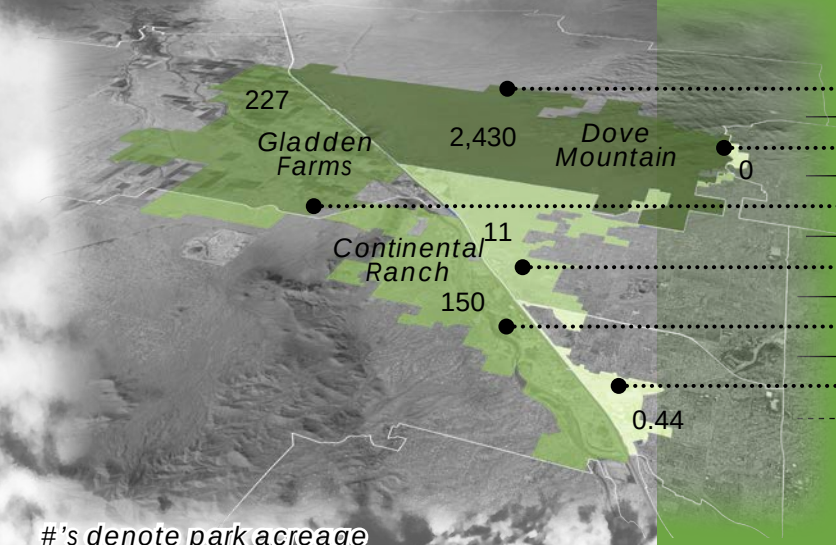


The Maricopa County Strategic Systems Master Plan focuses on regularly scheduled events and their role in keeping the community involved with parks and also ensuring that the recreation department provides adequate maintenance. The Plan suggests at least three yearly events at each park to assure good community exposure. The Special Events in Marana fill a similar role and engage the community in the parks with unique programs.

PUBLIC PARTICIPATION

The Marana community was asked about the patterns of use and satisfaction levels regarding parks, facilities, and recreation programs through a community survey process which took place over the course of five weeks. The survey had a total of 17 questions and took people an average of eight minutes to complete. Surveys were distributed online through the Town's website and at three community events and three neighborhood meetings in different areas of the Town. The neighborhood meetings attended were held in Gladden Farms, Continental Ranch, and Dove Mountain.

PARK AND OPEN SPACE **ACREAGE**, **USAGE**, AND **SATISFACTION** BY ZIP CODE

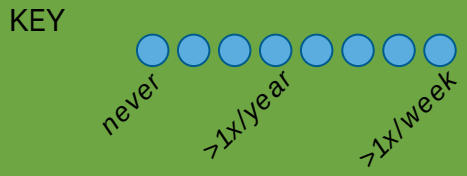


#'s denote park acreage



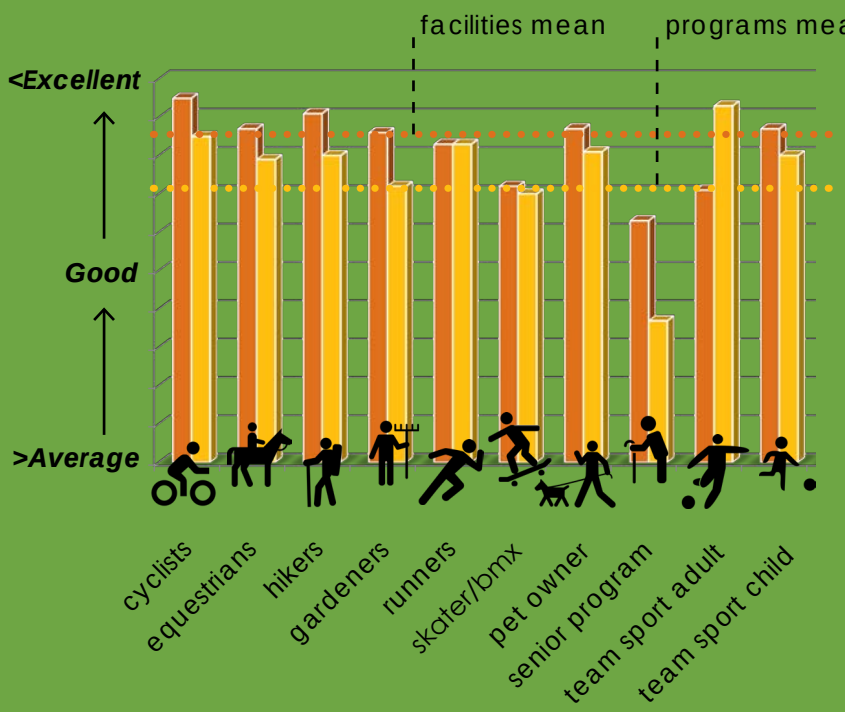
The average park usage for all zip codes was in the range of once per month to several times per month, with the majority of zip codes using parks more than once per month.

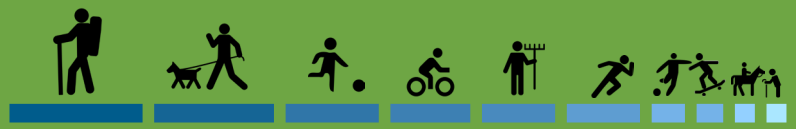
The average satisfaction level for facilities and programs for all zip codes was in the range of good to excellent, with an overall higher level of satisfaction with facilities over programs.





User Groups and Satisfaction



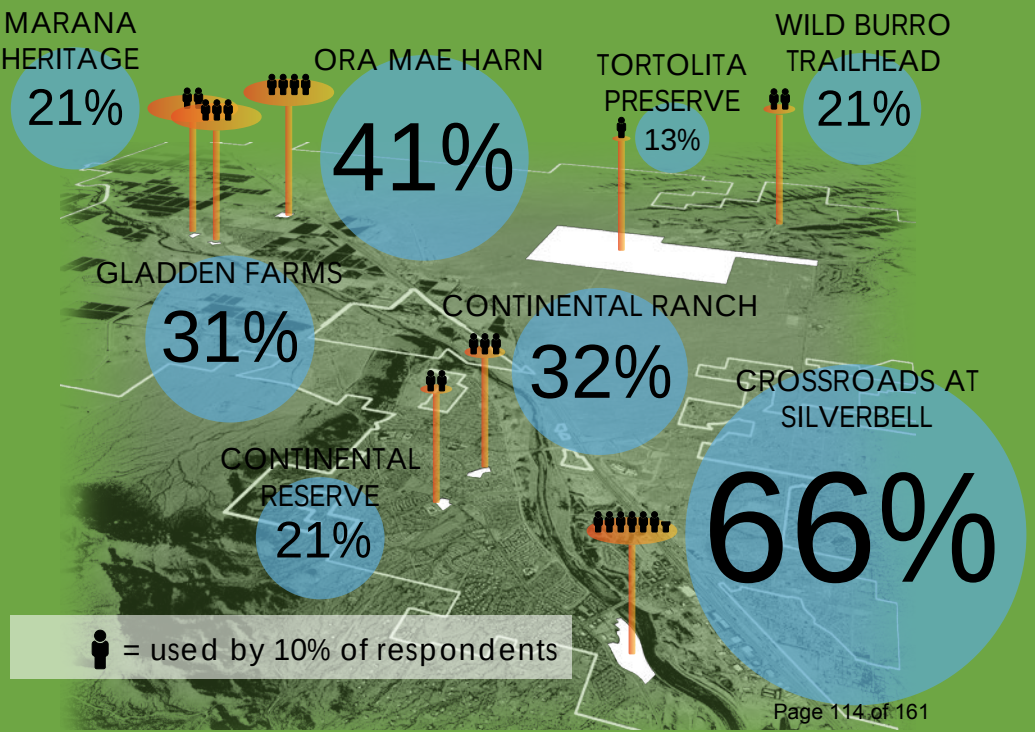


hikers • pet owners • youth

3 largest user groups

Hikers had the overall highest satisfaction ratings for both facilities and programs, while Senior Program Participants had the overall lowest satisfaction for both facilities and programs.

Top 8 Most Used Facilities



OPEN SPACE

The Town of Marana is unique in its abundance of designated open spaces within and immediately adjacent to Town limits. These spaces include the Santa Cruz River, the Central Arizona Project Canal, El Rio Preserve, and the Tortolita Mountain Park and Tortolita Fan.

These resources are important to both Town residents as opportunities for recreation and to wildlife who use open space as habitat or travel corridors. Open spaces are the components of a green infrastructure network which are least altered from the natural environment.





14

5.1 Open Space Suitability Analysis

5.2 Wildlife Corridor

5.3 Policy Recommendations



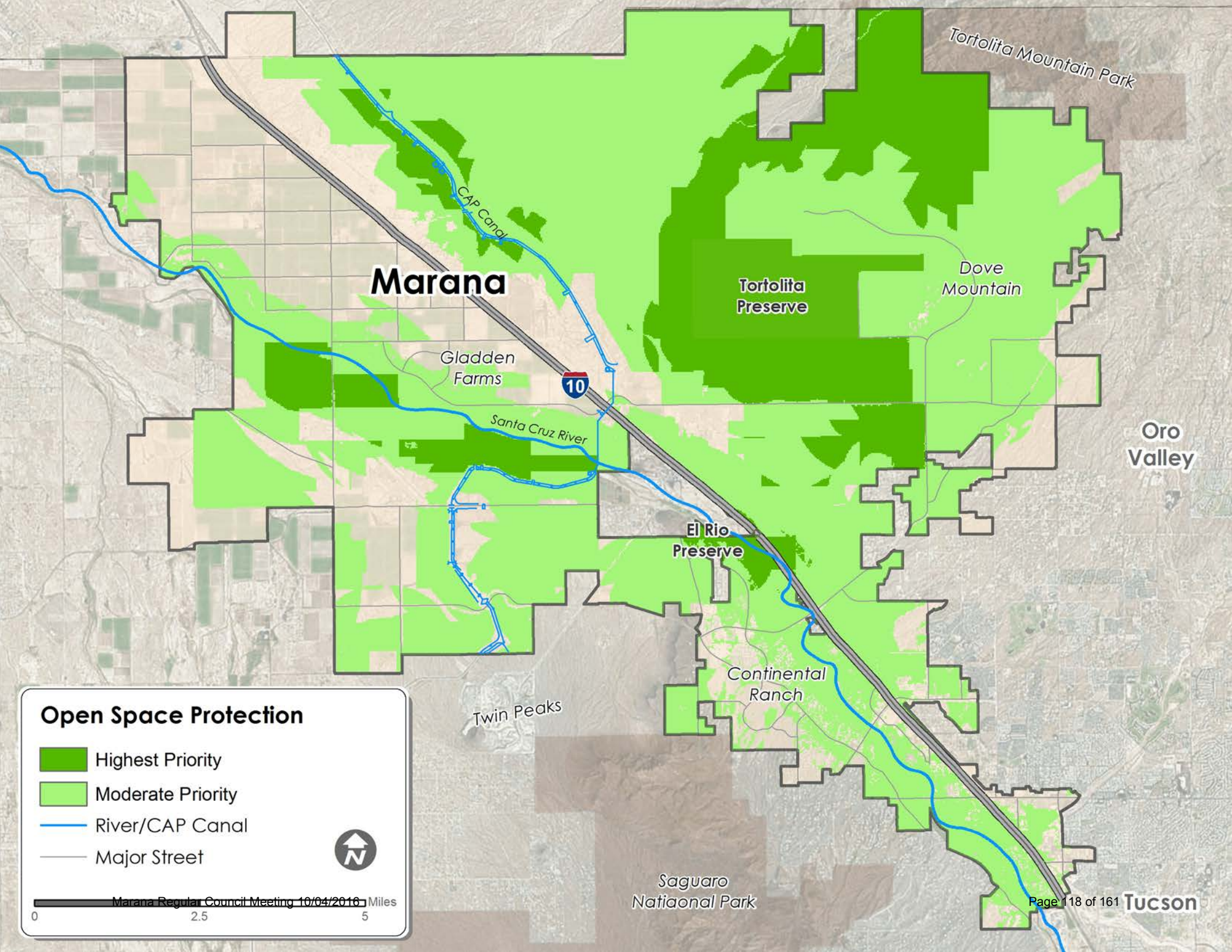
Open Space Suitability Analysis

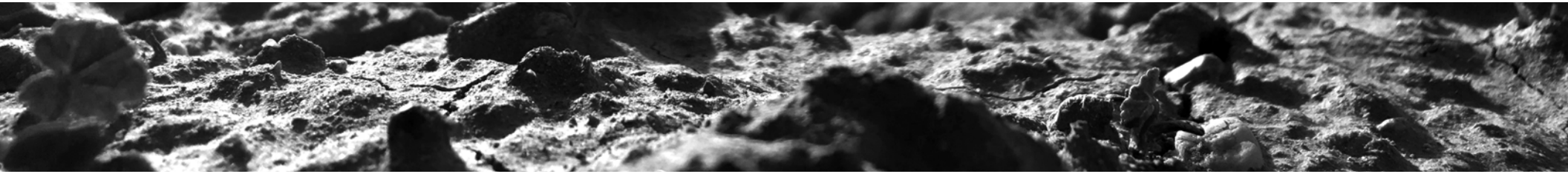
Marana's population is projected to increase by over 59,000 people by 2050 according to Pima Association of Governments (PAG) and land that is open space will be lost to development. For environmental planning purposes, it is necessary to develop an open space preservation strategy to protect the most critical areas so that Marana can maximize the human and environmental benefits that open space provides.

Using analysis of the human and natural environments, existing and projected development patterns, and wildlife preservation strategies, Marana can prioritize which land to preserve for open space.

The open space analysis also revealed suitable locations for wildlife corridors, including the corridor that crosses I-10 near the El Rio Preserve (described on pages 17-18). Because Marana has an abundance of natural features, such as the Tortolita Mountains, that provide prime habitat for local flora and fauna, it is important that open spaces are analyzed for their potential as corridors. Such corridors provide opportunities for the movement of species across the landscape, which is critical as Marana continues to develop into open space land.

The map on the following page shows the areas in which open space preservation is most ideal using two shades of green. The darker green indicates areas that are of highest suitability while the lighter green indicates areas which are suitable but not most ideal.


Tortolita Mountain Park
CAP Canal
Marana
Tortolita Preserve
Dove Mountain
Gladden Farms
10
Santa Cruz River
Oro Valley
El Rio Preserve
Continental Ranch
Twin Peaks
Saguaro Natiaonal Park
Tucson
Open Space Protection
Highest Priority
Moderate Priority
River/CAP Canal
Major Street
N
Miles
0
2.5
5



Wildlife Corridor

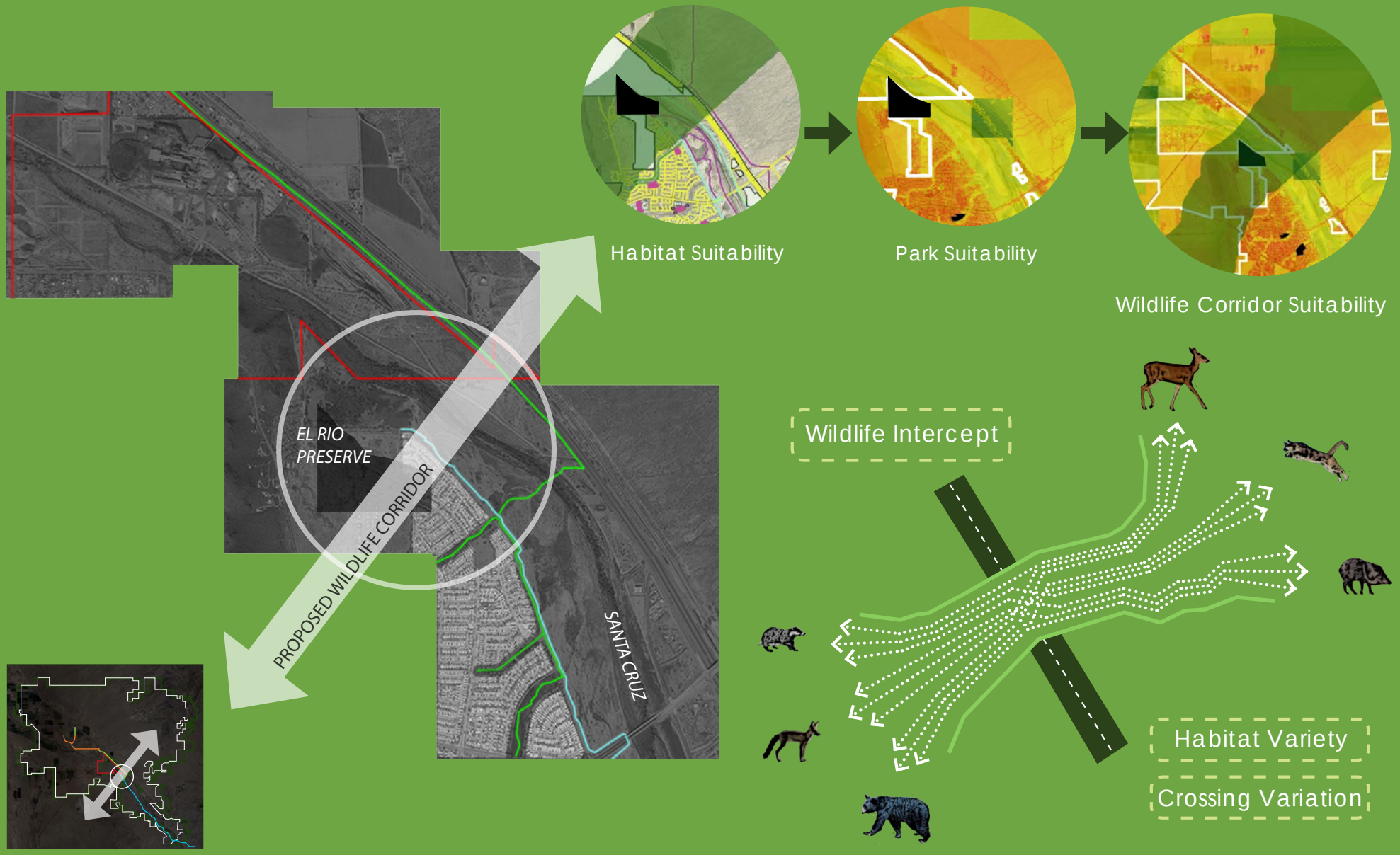
Known as "Green Infrastructure," the interconnected natural features of the landscape are valuable for their unique ability to serve many purposes. Ideally, through intelligent, ecologically informed design, benefits for both humans and wildlife can be achieved simultaneously. However, each set of benefits has unique design requirements and in some cases variables may need to be altered to prioritize one or more functions at the expense of the other. For instance, although the streambeds of dry washes may serve as natural paths for hiking, the intrusion of humans into prime riparian habitat diminishes the quality of this habitat, and important nesting and mating behavior may be interrupted by the stress caused by humans passing in close proximity.

Where recreational trails coincide or bisect habitat, they can contribute to habitat fragmentation within the ecology of the area. For this reason, it is important to identify where separation should be maintained between recreation trails and land set aside for wildlife corridors. Official trails should be designated and informal trails should be discouraged.

In the same way that the connectivity of bike and hiking trails is important for their function as recreational modes of travel, the connectivity of linear vegetation features in the landscape is important for their function as corridors of movement for wildlife. Just as features such as the width of trails and the nature of the places through which they pass impact the quality of their use, so also do these design variables matter when it comes to protecting or enhancing vegetative areas for use by wildlife.

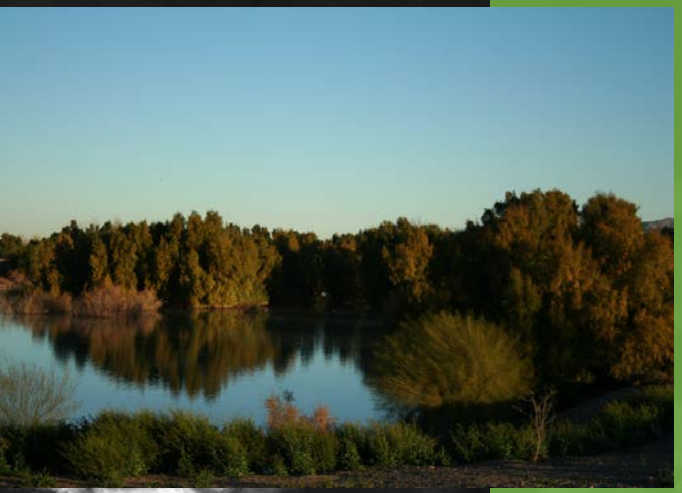
Wildlife corridors are also able to minimize wildlife mortality due to accidents with vehicles. By providing a dedicated wildlife corridor, animals have the opportunity to avoid crossing busy road networks, such as I-10. Cost/benefit analyses of wildlife crossings reveal that it is beneficial to invest in wildlife linkage infrastructure in effort to decrease wildlife-related accidents.

A potential wildlife corridor has been identified on the opposite page as a result of a habitat suitability analysis conducted by Northern Arizona University and the park suitability study conducted for this document.



The area identified here as a potential wildlife corridor is an important link for wildlife traveling from both the Tucson and Tortolita Mountains. Further development of infrastructure could result in habitat fragmentation. This proposed wildlife corridor seeks to improve connectivity for the wildlife. Based upon a site analysis, it is clear that existing infrastructure is a barrier to wildlife connectivity. For example, the Pacific Railroad, Interstate 10 and frontage roads are all barriers for wildlife. It is essential that the crossing allow wildlife to travel around or over roadways and trail systems.

Open Space Policy Recommendations



El Rio Preserve
Photo: Town of Marana



Tortolita Preserve Trailhead
Photo: D. Jerrim



Tortolita Wilderness
Photo: D. Jerrim



1. Prioritize increased local and regional connectivity between established open spaces.

2. Work with other jurisdictions to preserve areas of high environmental sensitivity as identified by the open space suitability analysis, including preservation of contiguous wildlife corridors.

3. Develop opportunities for natural resource based recreation and education within the open space system that attract local residents and visitors.

4. Provide information regarding accessibility of open spaces for users of all ages and abilities using Town resources.

5. Create development rules to preserve critical open space for quality of life purposes.

PARKS

Parks systems are important and necessary in the development of growing communities like the Town of Marana. Parks provide green spaces for sports, recreation, leisure, and opportunities for residents to interact with each other while fostering a sense of community and ownership.

As Marana develops and grows in population, it is important new parks are built to service the increased demand in a way which provides equitable access to parks for all Marana citizens.





6.1 Level of Service Analysis

6.2 Parks Suitability Analysis

6.3 Policy Recommendations



Level of Service Analysis

In the 2010 Marana Parks, Recreation, Trails And Open Space Master Plan, the Town of Marana proposed certain service standards for their parks given their population and park acreage. The 2016 Update conducts a similar Level of Service Analysis (LOS), based on guidelines from The National Recreation and Park Association (NRPA). Two methods of LOS analysis are presented on pages 23-26.

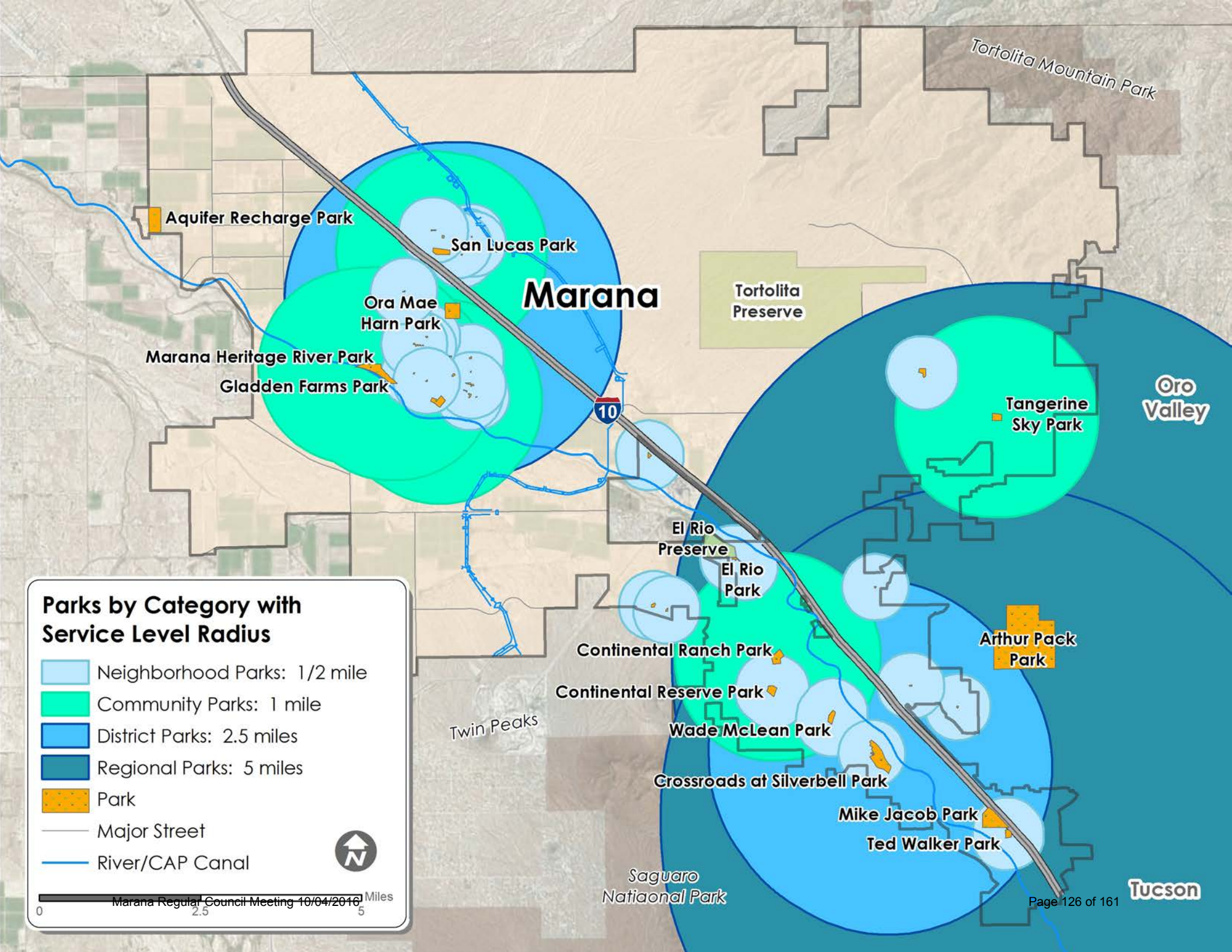
Level of Service by Radius

The opposite page displays the LOS for neighborhood, community, district and regional parks according to the respective service level radius for each type of park. The following list presents the population (via Census block population counts, both within and outside of Marana boundaries) within the respective service radius for each park type:

- Regional parks are usually over 50 acres and have a service radius of 5 miles. The regional parks serve 57,696 individuals within the service radii.
- District parks are usually between 30-50 acres and have a service radius of 2.5 miles. The district parks serve 9,807 individuals within the service radii.
- Community parks are usually between 10-30 acres and have a service radius of 1 mile. The community parks serve 21,466 individuals within the service radii.
- Neighborhood parks are usually less than 10 acres and have a service radius of 0.5 miles. The neighborhood parks serve 20,637 individuals within the service radii.

Level of Service by Acreage & Residents

The LOS analysis on pages 25-26 describes the current park acreage per 1,000 residents in the Town of Marana for each park type. The acreage for each park type was calculated and then divided by the population per 1,000 residents at the time (2010: 34,600 residents vs 2016: 42,000 residents).


Tortolita Mountain Park
Aquifer Recharge Park
San Lucas Park
Marana
Ora Mae Harn Park
Tortolita Preserve
Marana Heritage River Park
Gladden Farms Park
10
Tangerine Sky Park
Oro Valley
El Rio Preserve
El Rio Park
Arthur Pack Park
Continental Ranch Park
Continental Reserve Park
Twin Peaks
Wade McLean Park
Crossroads at Silverbell Park
Mike Jacob Park
Ted Walker Park
Saguaro Natiaonal Park
Tucson
Parks by Category with Service Level Radius
Neighborhood Parks: 1/2 mile
Community Parks: 1 mile
District Parks: 2.5 miles
Regional Parks: 5 miles
Park
Major Street
River/CAP Canal
N
0
2.5
5
Miles

Neighborhood Parks

In 2010, there were approximately 64.16 acres of public and private neighborhood parks for a level of service (LOS) of 1.85 acres per 1,000 residents. The development of new developer-built neighborhood parks and the inclusion of additional existing parks to the LOS analysis in 2016, increased the current acreage to 118.3 and a LOS of 2.82 acres per 1,000 residents. Currently, Marana is exceeding the acreage expectations for neighborhood parks projected to be needed by the year 2020. Many of the neighborhood parks are created by developers and are maintained by the Homeowners' Associations.

Community Parks

In the 2010 Master Plan, community parks totaled approximately 46.5 acres providing a level of service of 1.34 acres per 1,000 residents. To increase the level of service and to provide the community with more community parks, the Town of Marana Parks and Recreation Department has been working with Norris Design in the construction of a new community park. The park is proposed to be located south of Tangerine Road between Camino de Mañana and Camino de Oeste and it will be approximately 18 acres. With the addition of this new community park, Marana will have approximately 64.5 acres of community parks and provide a level of service of 1.54 acres per 1,000 residents. To meet the standards for the year 2020 an additional 39 to 72 acres of community parks will be needed for the projected population.

District Parks

Marana currently has two district parks: Ora Mae Harn and Crossroads at Silverbell Parks. Together they add up to 83.6 acres and provide a level of service of 1.99 acres per 1,000 residents. Currently the Town is well served by these district parks, but in order to meet the projections for 2020 the Town will need an additional 46 to 75 acres of district parkland.

Special Purpose

Marana Heritage River Park, El Rio Preserve, and Aquifer Recharge Park are the three special purpose parks in Marana. The special purpose parks total approximately 257.05 acres providing a level of service of 6.12 acres per 1,000 residents. It is unknown if the Town plans to develop any additional special use parks. There are no recommendations about the level of service that this type of park should provide.

Regional Parks

The Town of Marana currently takes advantage of the close proximity and service radius of Pima County's regional parks. Located within a few miles of the Town's boundary, Pima County's Arthur Pack, Ted Walker and Mike Jacob Sports regional parks serve a large number of Marana's population. These three regional parks total approximately 352 acres providing a LOS of 8.38 acres per 1,000 residents. With the inclusion of the regional parks, the Town of Marana meets the LOS recommended for current and projected population needs through the year 2020. If the cooperative agreement between the Town and the Bureau of Reclamation is achieved, an additional 500 acres of regional parks could be added to the inventory.

Parks Inventory

NEIGHBORHOOD			
Parks 2010	Acreage	Parks 2016	Acreage
Continental Reserve	9.2	Continental Reserve	9.2
Wade McLean	4.9	Wade McLean	4.9
El Rio	1.3	El Rio	1.3
HOA/Private Parks	48.76	HOA/Private Parks	102.9
TOTAL ACRES	64.16	TOTAL ACRES	118.3
LOS	1.85	LOS	2.82
COMMUNITY			
Parks 2010	Acreage	Parks 2016	Acreage
Continental Ranch	17	Continental Ranch	17
San Lucas	13.5	San Lucas	13.5
Gladden Farms	16	Gladden Farms	16
		Tangerine Sky*	18
TOTAL ACRES	46.5	TOTAL ACRES	64.5
LOS	1.34	LOS	1.54
DISTRICT			
Parks 2010	Acreage	Parks 2016	Acreage
Crossroads at Silverbell	48.9	Crossroads at Silverbell	48.9
Ora Mae Harn	34.7	Ora Mae Harn	34.7
TOTAL ACRES	83.6	TOTAL ACRES	83.6
LOS	2.42	LOS	1.99
SPECIAL PURPOSE			
Parks 2010	Acreage	Parks 2016	Acreage
		Heritage River Park	160
		El Rio Preserve*	50
		Aquifer Recharge Park*	47.05
TOTAL ACRES	n/a	TOTAL ACRES	257.05
LOS	0	LOS	6.12
SUBTOTAL ACRES	194.26	SUBTOTAL ACRES	523.45
SUBTOTAL LOS	5.61	SUBTOTAL LOS	12.46

REGIONAL			
Parks 2010	Acreage	Parks 2016	Acreage
Arthur Pack**	292	Arthur Pack**	292
		Mike Jacob	50
		Ted Walker	10
TOTAL ACRES	292	TOTAL ACRES	352
LOS	8.44	LOS	8.38

GRAND TOTAL ACRES 2010	486.26	GRAND TOTAL ACRES 2016	875.45
GRAND TOTAL LOS 2010	14.05	GRAND TOTAL LOS 2010	20.84

2016 Town of Marana Level of Service (per 1,000 residents)

5.61 acres in 2010 only including Marana parks

10.5 acres recommended by the National Recreation and Park Association

12.46 acres in 2016 only including Marana parks

20.84 acres in 2016 including Pima County Regional Parks

**Currently under construction*

***Does not include an additional 221 acres of golf course*



Parks Suitability Analysis

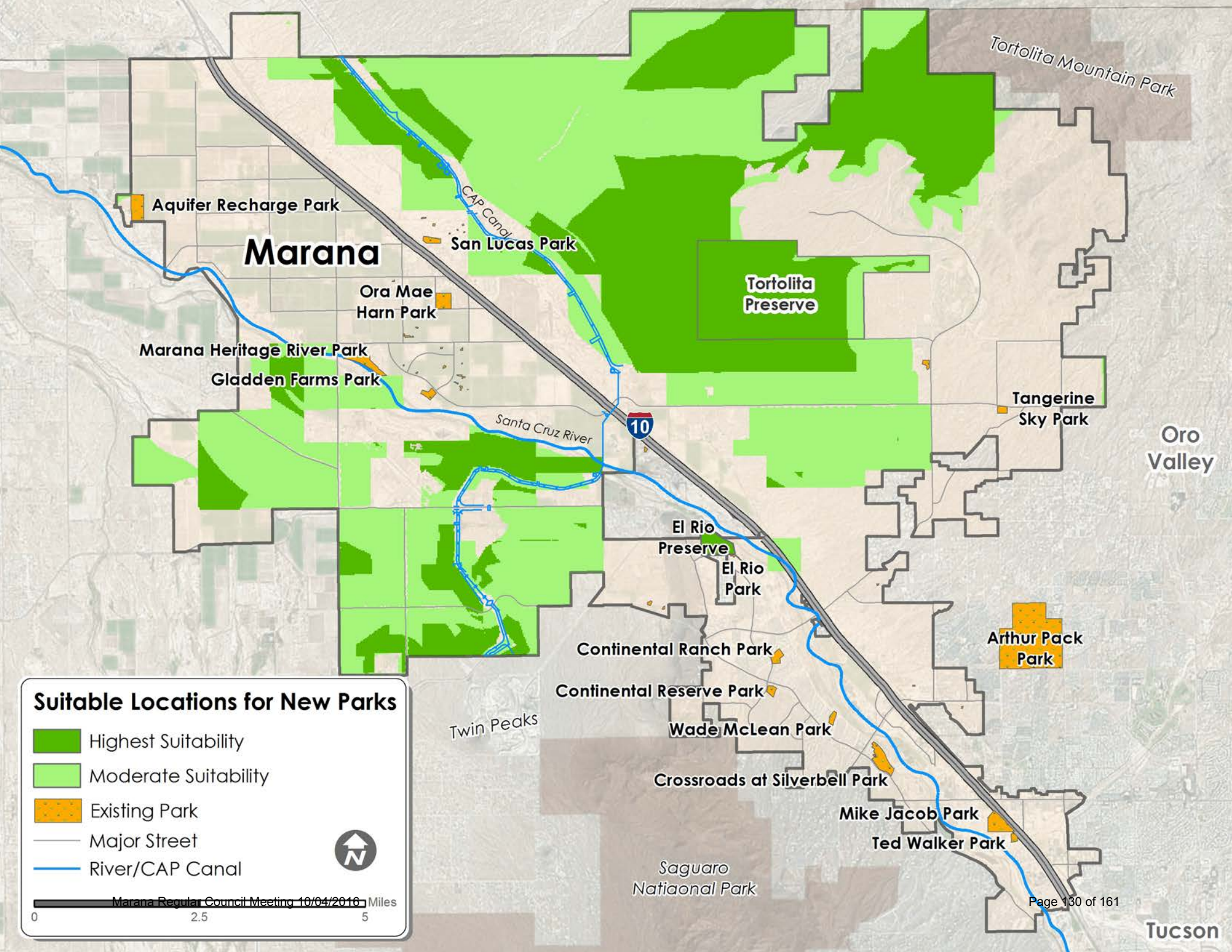
As Marana's population grows, the Town will need to continue to add new parks to maintain its level of service to residents. The map on the opposite page illustrates the locations in Marana that are most suitable for a new park. Areas highlighted in light or dark green represent places in which a new park would provide the most public and environmental benefits, with dark green being of highest suitability.

Suitable locations are within short walking or biking distance from neighborhoods so that they are accessible to the largest number of residents. Areas that highlight Marana's natural beauty, areas near points of interest like the Santa Cruz River and the CAP Canal, and other open spaces near development would also make suitable sites for new parks. Areas not already being served by a park would make them priority areas over those that are already well served.

The analysis can be used to identify and validate the site selections of future Marana parks. When narrowing down a list of prospective sites for a new park, areas in dark green would be given highest priority while areas not highlighted in green would be last in consideration for new park placement.

The following list of criteria was incorporated into the parks suitability analysis:

- Proximity to parks and open space
- Proximity to trails
- Proximity to streets
- Proximity to schools
- Proximity to Santa Cruz River
- Proximity to CAP Canal
- Landcover type
- Land ownership


Tortolita Mountain Park
Aquifer Recharge Park
CAP Canal
San Lucas Park
Marana
Ora Mae Harn Park
Tortolita Preserve
Marana Heritage River Park
Gladden Farms Park
Santa Cruz River
10
Tangerine Sky Park
Oro Valley
El Rio Preserve
El Rio Park
Arthur Pack Park
Continental Ranch Park
Continental Reserve Park
Twin Peaks
Wade McLean Park
Crossroads at Silverbell Park
Mike Jacob Park
Ted Walker Park
Saguaro Natiaonal Park
Tucson
Suitable Locations for New Parks
Highest Suitability
Moderate Suitability
Existing Park
Major Street
River/CAP Canal
N
0
2.5
5
Miles

Parks Policy Recommendations



Marana Splash Pad
Photo: Town of Marana



Playground at the Crossroads at Silverbell District Park
Photo: D. Jerrim



Entrance to the Community Garden at Heritage Farms Park
Photo: D. Jerrim

1. Identify, prioritize and plan for parks that need improvement; incorporate equipment and facilities, such as shade structures, benches and climate appropriate playground equipment, as needed.

2. Prioritize the construction of new pocket parks in areas identified as underserved by the Level of Service analysis and in areas identified as "colonias."

3. Increase connectivity between parks with paved paths and unpaved trails.

4. Provide readily available information about the level of accessibility for people of all ages and abilities for each of the parks, either on the Town website or through neighborhood newsletters.

5. Put forth an ongoing effort to digitize all current and future parks as they are established, and provide this information to the public using Town resources.

6. Incorporate Marana branding elements into parks as outlined in the section "Design and Branding" (pages 45-50).

7. Implement measures to protect existing and future cultural resources.

TRAILS

Paved paths and unpaved trails are integral to Marana's Green Infrastructure. They contribute to the social life and health of the community by connecting Marana's ecological and human assets. While paths and trails are usually accessible from any location, trailheads provide a designated point of access where amenities such as parking, water, and restrooms may be available.

As Marana grows in population, the Town should prioritize providing a highly-connected network of paths and trails that are easily accessible, able to be accessed by all regardless of ability, and which celebrate the rich history, character, and culture of the Town.





7.1 Trail Connectivity and Design

7.2 Policy Recommendations

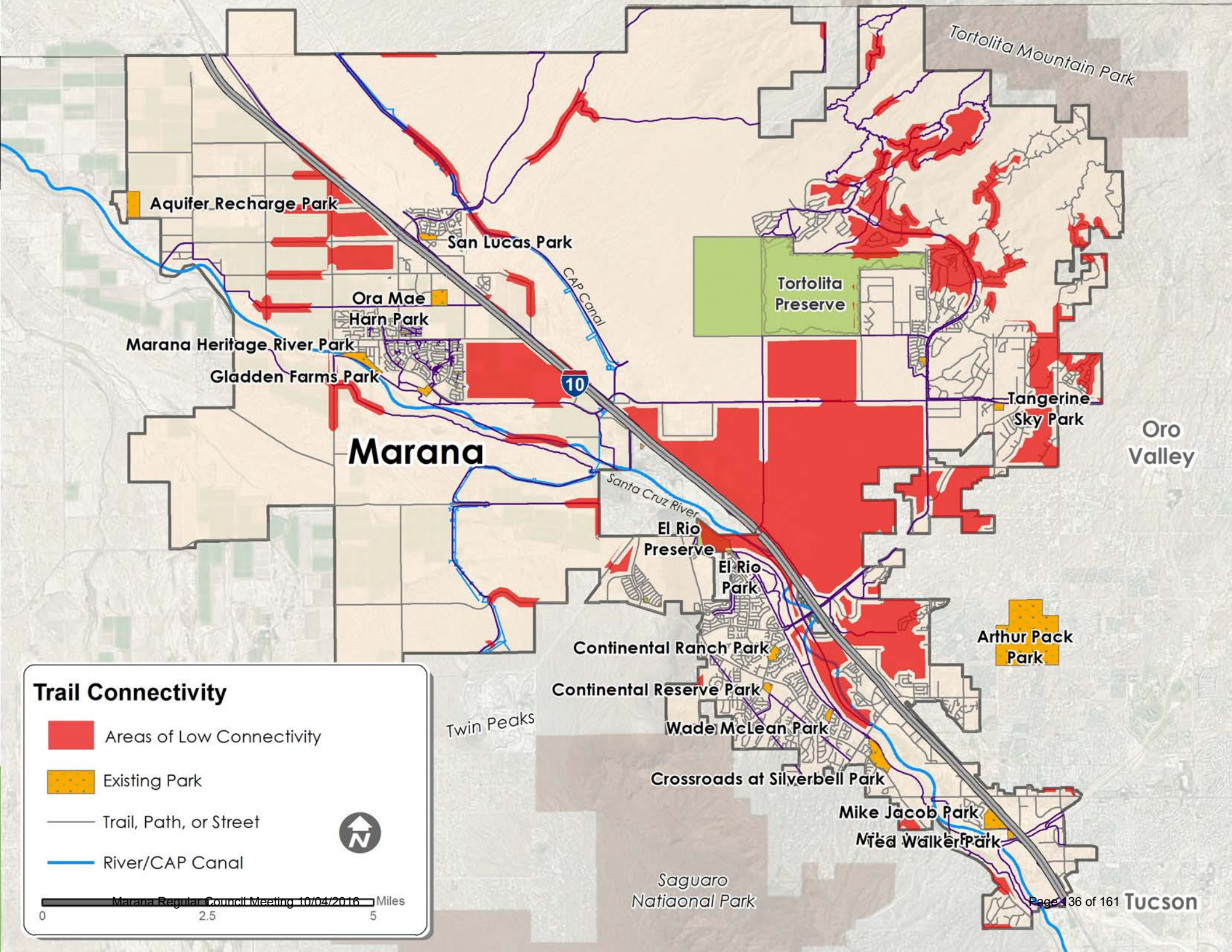


Trail Connectivity

In the years since the 2010 Master Plan the number of developer-built, privately-owned trails has expanded in new residential neighborhoods as a result of negotiated agreements with the Town. These trails are maintained by housing associations and have been developed primarily to serve the residents of these neighborhoods. When connected to the shared network of the Town, mobility and access to parks and recreation facilities throughout the region are improved for all.

As of 2016, the Town owned and maintained 54 miles of paths and trails. Trails currently owned by the Town include backcountry trails in the Tortolita Mountains and Tortolita Fan, and the Santa Cruz Multi-Use Path. In total, there are 110 miles of trails and paths within Town boundaries, which includes trails maintained by Pima County.

The following map provides a network connectivity analysis of the current trail network for the Town of Marana. Areas identified in red are least connected to trails and parks; these areas are generally accessible within a 15 minute or greater bicycle ride (traveling at 10 miles per hour.) The most populated areas are fairly well-connected to parks that are within reach of any given neighborhood, and can generally be accessed under a 10 minute bicycle ride.


Tortolita Mountain Park
Aquifer Recharge Park
San Lucas Park
CAP Canal
Ora Mae Harn Park
Marana Heritage River Park
Gladden Farms Park
Tortolita Preserve
10
Tangerine Sky Park
Oro Valley
Marana
Santa Cruz River
El Rio Preserve
El Rio Park
Arthur Pack Park
Continental Ranch Park
Continental Reserve Park
Twin Peaks
Wade McLean Park
Crossroads at Silverbell Park
Mike Jacob Park
Ted Walker Park
Saguaro Natiaonal Park
Tucson
Trail Connectivity
Areas of Low Connectivity
Existing Park
Trail, Path, or Street
River/CAP Canal
N
Miles
0
2.5
5

Trails
Policy Recommendations



Paved pathway
Photo: Town of Marana



Dove Mountain Hikers
Photo: Dove Mountain Civic Group



Hikers on an unpaved trail
Photo: Town of Marana

1. Foster partnerships to support cultural interpretation signage and programming centered around current and future trail systems.

2. Expand the Town's volunteer program in order to support community events such as "Trail Design and Build" days.

3. Put forth an ongoing effort to digitize all current and future trails as they are established and provide this information to the public using Town resources.

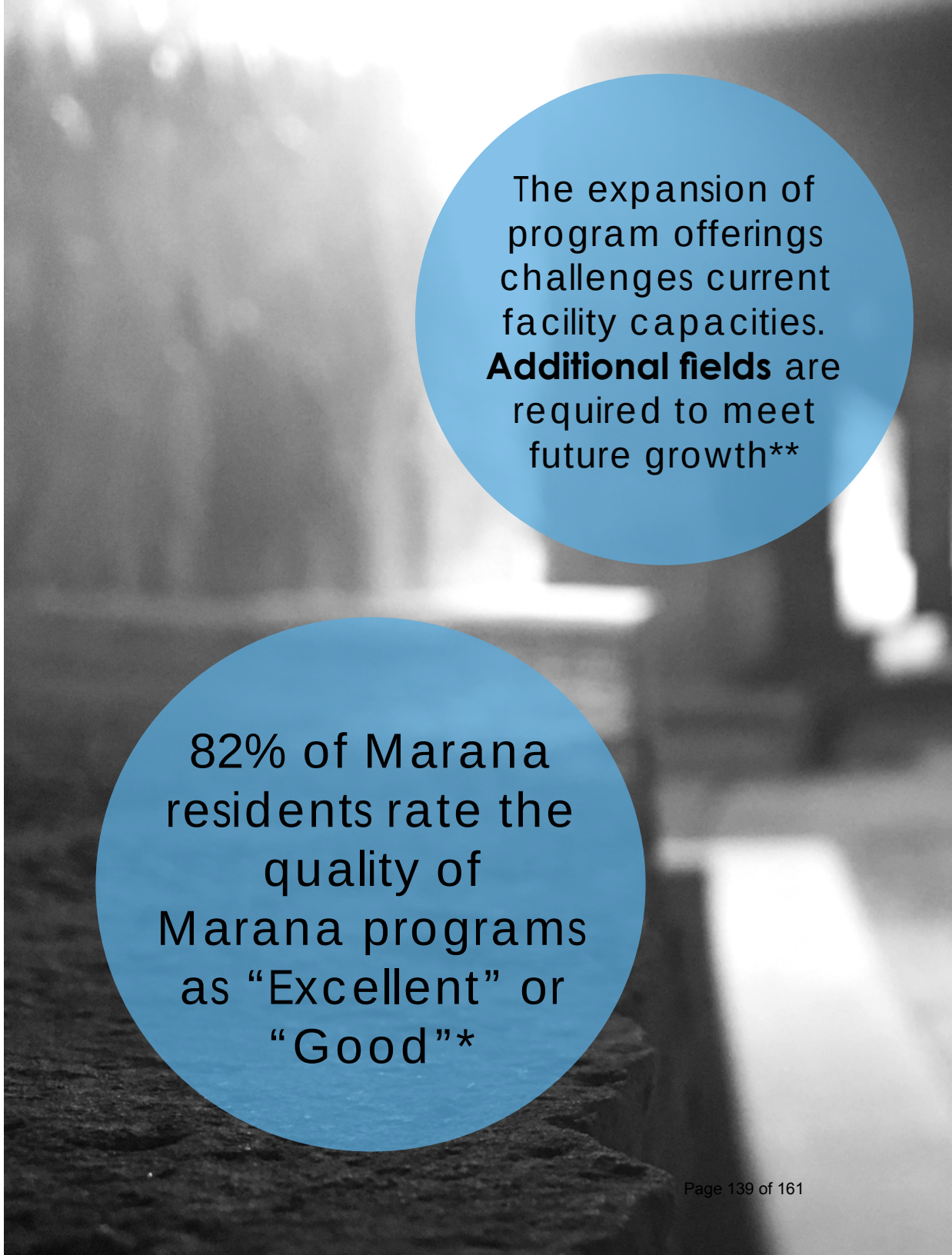
4. In partnership with other jurisdictions and private property owners, prioritize the connection of existing trails to provide a more comprehensive and regional trail network with multiple access points.

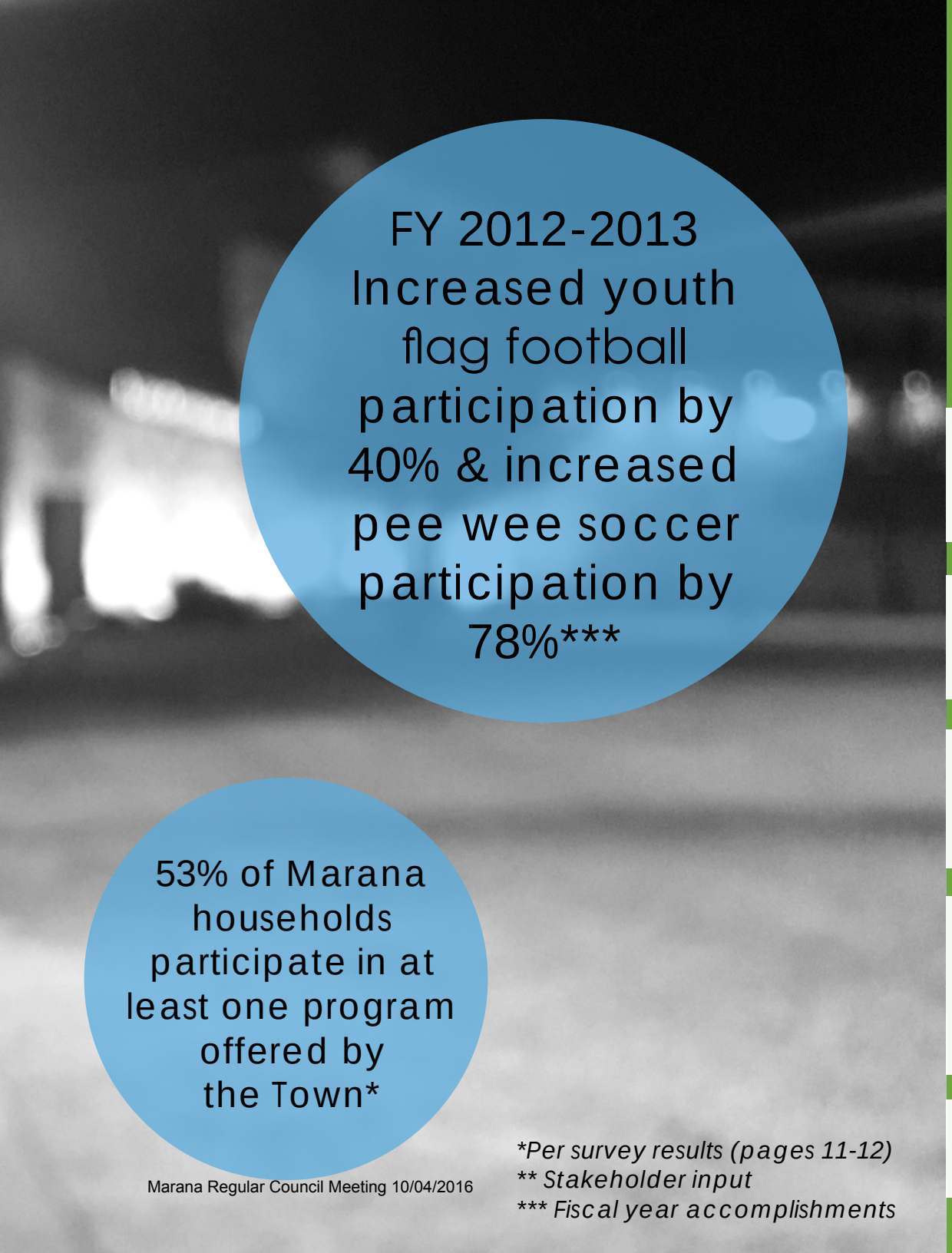
5. Identify and implement trail needs for multiple user groups, and classify trails according to type of user using Town resources.

PROGRAMS

Recreation programs drive the need for facilities, park design and recreation amenities. An active programs component gives reason for residents to use parks, supports the social life of community, and often fills gaps where other recreation providers cannot. The programs offered by the Town create demand for facilities and affect the design and location of community recreation buildings.

Lastly, as Marana grows in population, program offerings should also expand as feasible. These programs should be created to service all sectors of the population.





FY 2012-2013 Increased youth flag football participation by 40% & increased pee wee soccer participation by 78%***

53% of Marana households participate in at least one program offered by the Town*

*Per survey results (pages 11-12)
** Stakeholder input
*** Fiscal year accomplishments

Programs Policy Recommendations

1. Encourage other providers, primarily non-profit and for-profit providers, to develop recreation facilities in the community.

2. Seek partnerships to coordinate a diverse offerings of programs and services throughout the community.

3. Increase number and frequency of programs as the Marana population grows while considering limited staff and facilities.

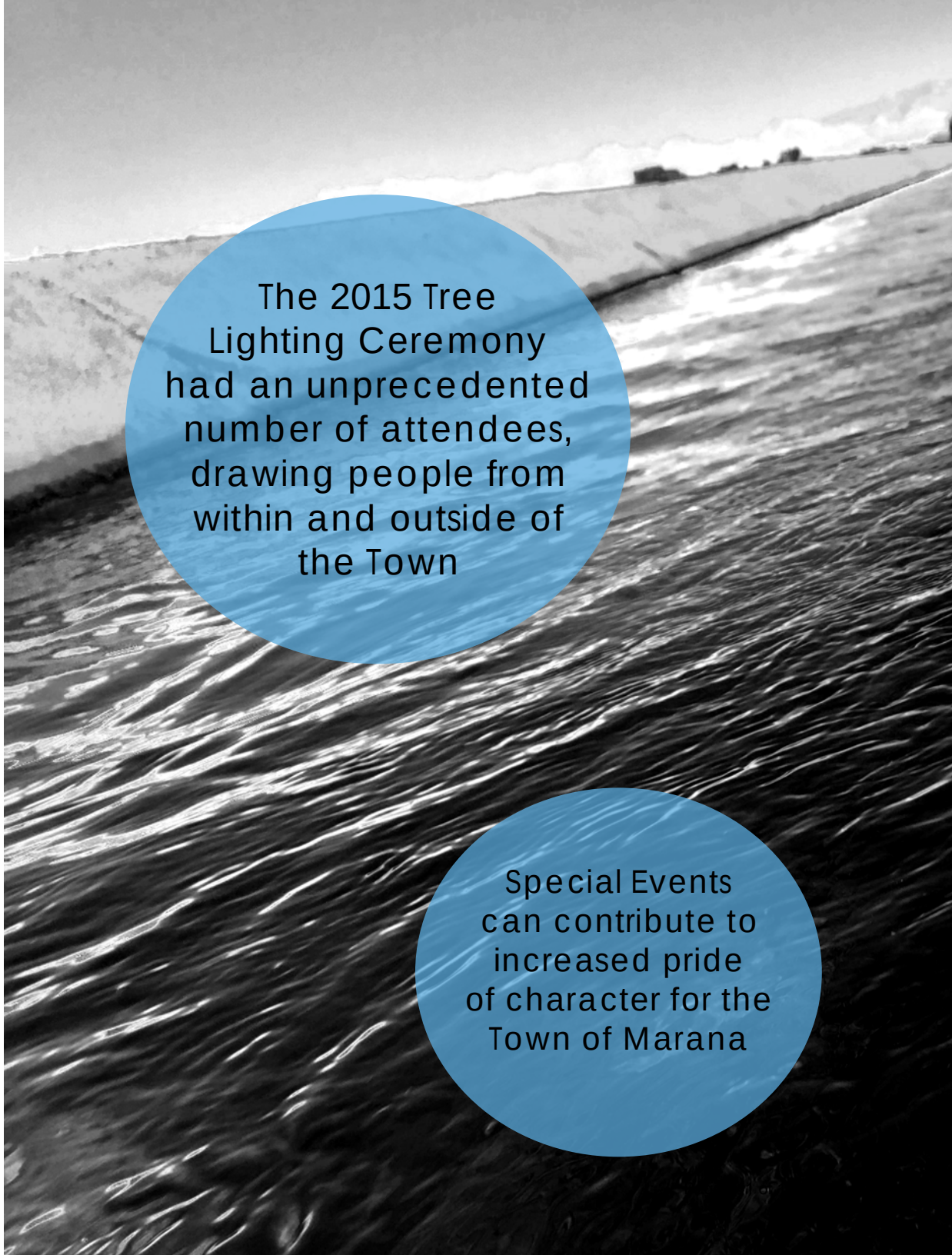
4. Provide community centers that include adequate space for multi-generational recreation programs and services within all district parks as feasible.

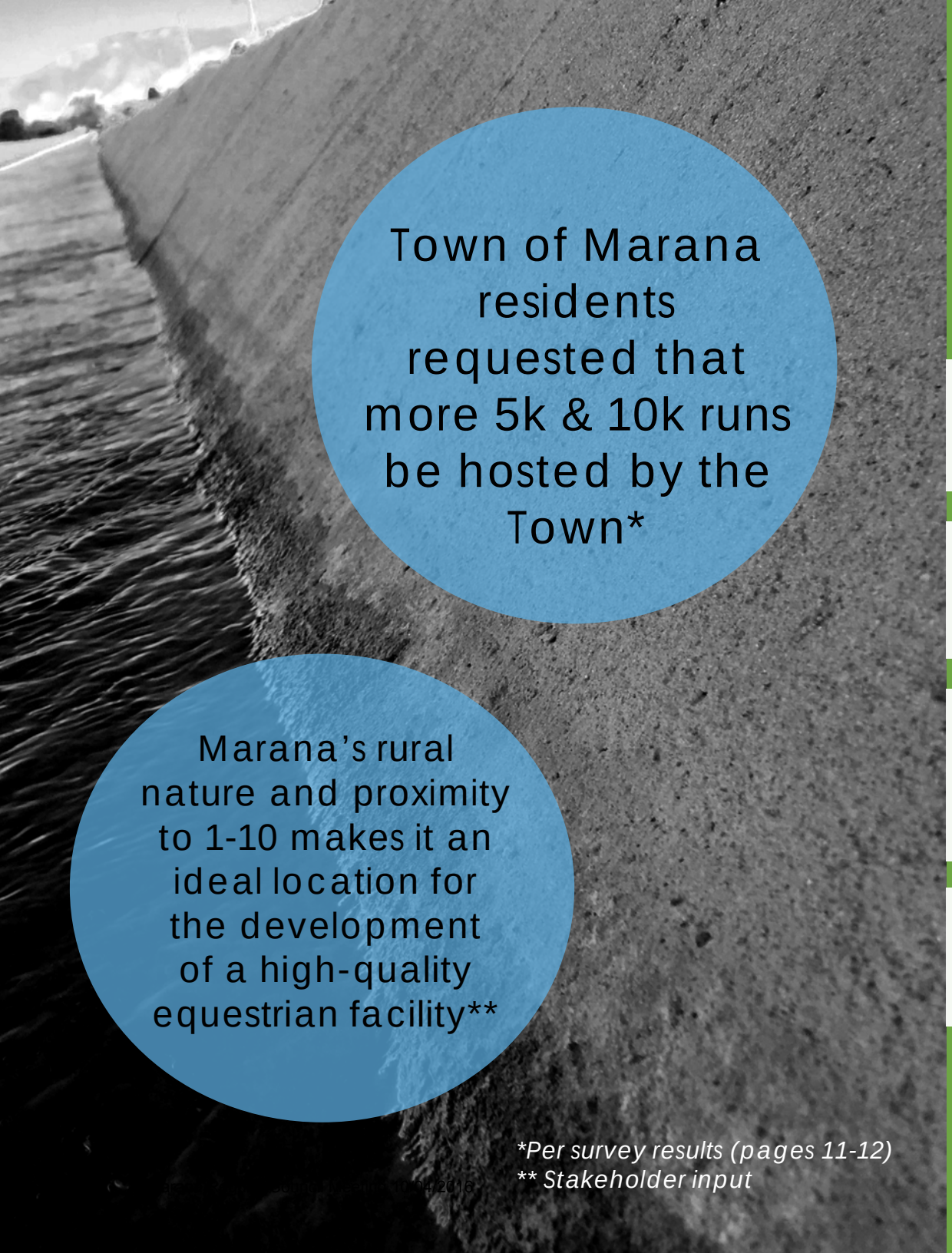
5. Provide programs accessible to those with physical and mental disabilities.

SPECIAL EVENTS

Marana residents strongly support Parks and Recreation special events that celebrate the history and culture of Marana, as well as national and local holidays, and provide opportunities for the family and community. Marana recognizes the opportunity to reinforce the Town brand through these events and works with community partners to ensure a high level of service.

Marana also recognizes the importance of quality special events in attracting regional tourism. The Town hosts several signature and community events attended by those living in neighboring cities and unincorporated areas of Pima County. The most popular special events among Marana and surrounding area residents as identified by the survey include The Star Spangled Spectacular, the Tree Lighting Ceremony, 5k and 10k holiday run/walk events, guided group hikes, and the music and movies in the park series.





*Per survey results (pages 11-12)
** Stakeholder input

Special Events Policy Recommendations

1. Promote facilities that can be used for events and that draw participants from around the region.

2. Develop facilities that can host large scale special events that are context appropriate and financially sustainable.

3. Identify events taking place in the region and promote existing facilities that can accommodate these events for future tourism opportunities.

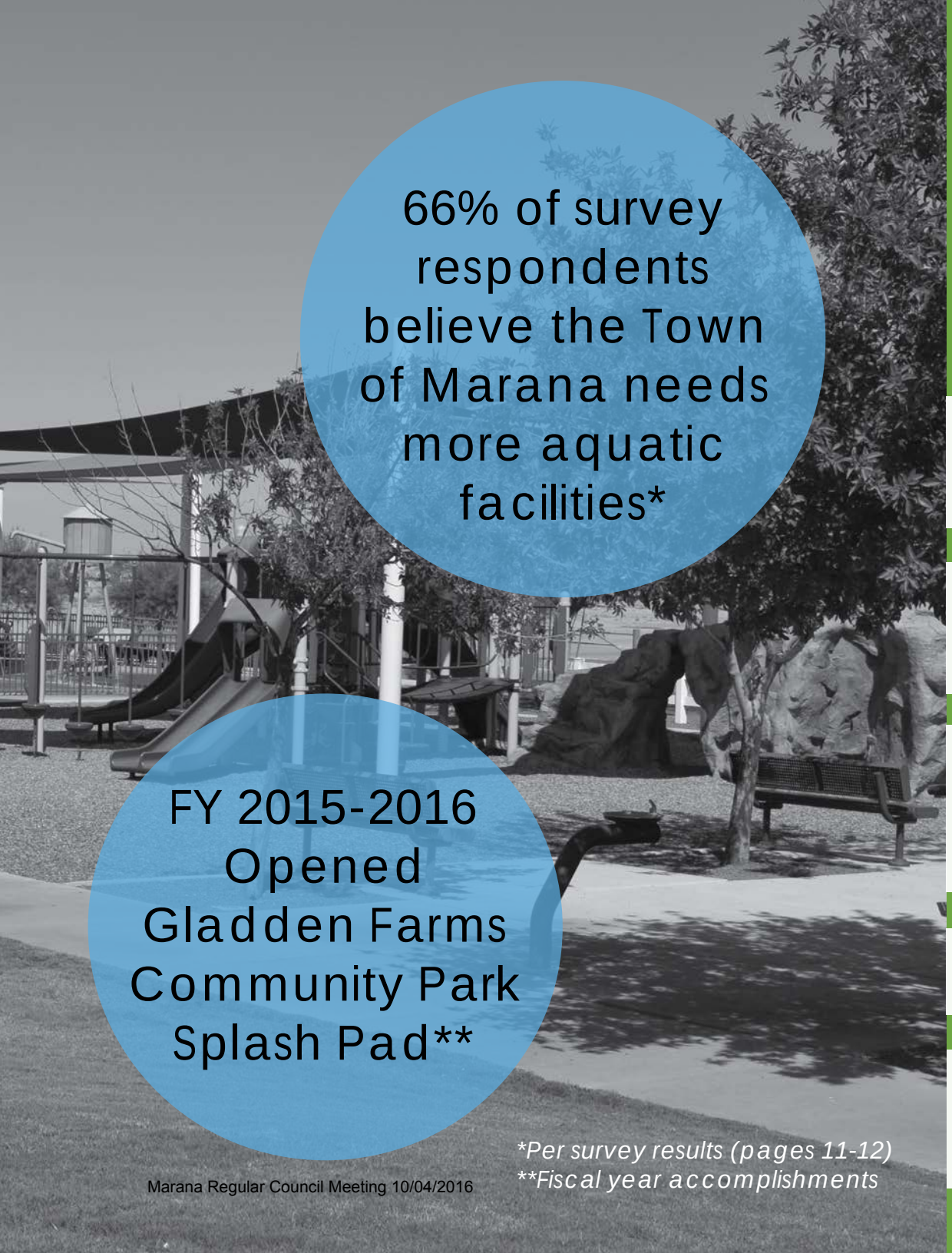
4. Support the establishment and expansion of events and businesses related to natural resource based activities.

FACILITIES MAINTENANCE

The Town of Marana recognizes that facilities maintenance is essential to providing sustainable green infrastructure. Sustainable maintenance practices result in lower operational costs and lessened environmental impact.

Well-maintained facilities also promote tourism directives identified as important to the Town. These facilities display the Town's commitment to providing infrastructure for a high quality of life for its residents. Well-maintained facilities are more likely to be utilized, and promote community support for programs and special events.





66% of survey respondents believe the Town of Marana needs more aquatic facilities*

FY 2015-2016 Opened Gladden Farms Community Park Splash Pad**

*Per survey results (pages 11-12)
**Fiscal year accomplishments

Facilities Maintenance Policy Recommendations

1. Develop inspection and maintenance levels for all facilities to be performed on a set schedule.

2. Require a maintenance plan and budget to be provided as part of the initial park design for all publicly maintained parks.

3. Require privately owned parks to adhere to minimum maintenance standards that equal those of the Town and be constructed to Town of Marana standards.

4. Consider opportunities to construct aquatic facilities in the future.

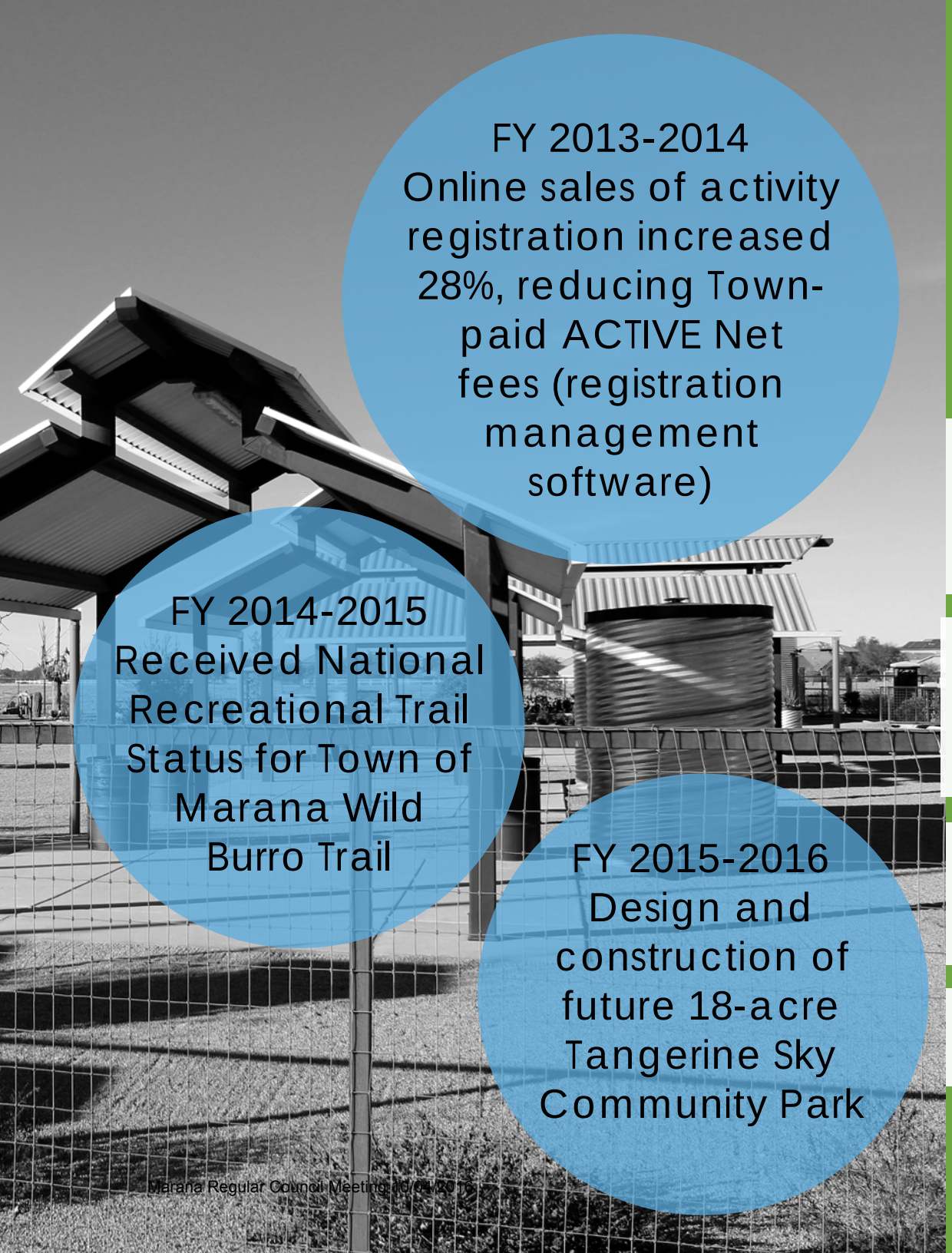
5. For the purposes of asset management, digitize all park assets for inventory management and maintenance.

FINANCE AND PLAN IMPLEMENTATION

The 2010 Master Plan served as a road map for future planning of park and recreation facilities and helped to identify new opportunities. Funding is an essential component in supporting the demand and maintenance of park needs. The 2010 document discussed the funding necessary to support plan recommendations, and are not included in this document.

In 2014, the Town adopted Ordinance 2014.12 that included the implementation of a Parks and Recreation Development Impact Fee in the amount of $2,461 per EDU (equivalent demand unit). The impact fee is to be utilized for parks and trails throughout the Town. A complete list of fees by subdivision and parks and trail projects can be found online on the Town website.





FY 2013-2014
Online sales of activity registration increased 28%, reducing Town-paid ACTIVE Net fees (registration management software)

FY 2014-2015
Received National Recreational Trail Status for Town of Marana Wild Burro Trail

FY 2015-2016
Design and construction of future 18-acre Tangerine Sky Community Park

Finance and Plan Implementation
Policy Recommendations

1. Explore opportunities for joint facility uses, collaborative programming, and shared financing between internal and external partners.

2. Explore funding and revenue options for park and facility development and recreation programs and services that recover direct costs.

3. Develop a prioritized plan for land acquisition, design and construction of new parks and facilities.

4. Develop a prioritized plan for park improvements.

DESIGN & BRANDING

Urban design is the practice of giving form and function to buildings, streets, spaces, and systems. More importantly, it has the ability to make a place desirable to call home or do business.

Marana has immense potential to become even more of a desirable destination to live, work, and play. A dense series of mixed use urban and suburban cores supports communities that thrive with amenities and are easily walkable. Open space areas are preserved through such densification, providing opportunities for pristine recreation and habitat protection.

Additionally, unique design elements and branding in Marana remind you of your place in a unique destination, whether you are in the urban, suburban or rural parts of the Town.





8.1 Density Transect Analysis

8.2 Branding Typologies and Materials Study



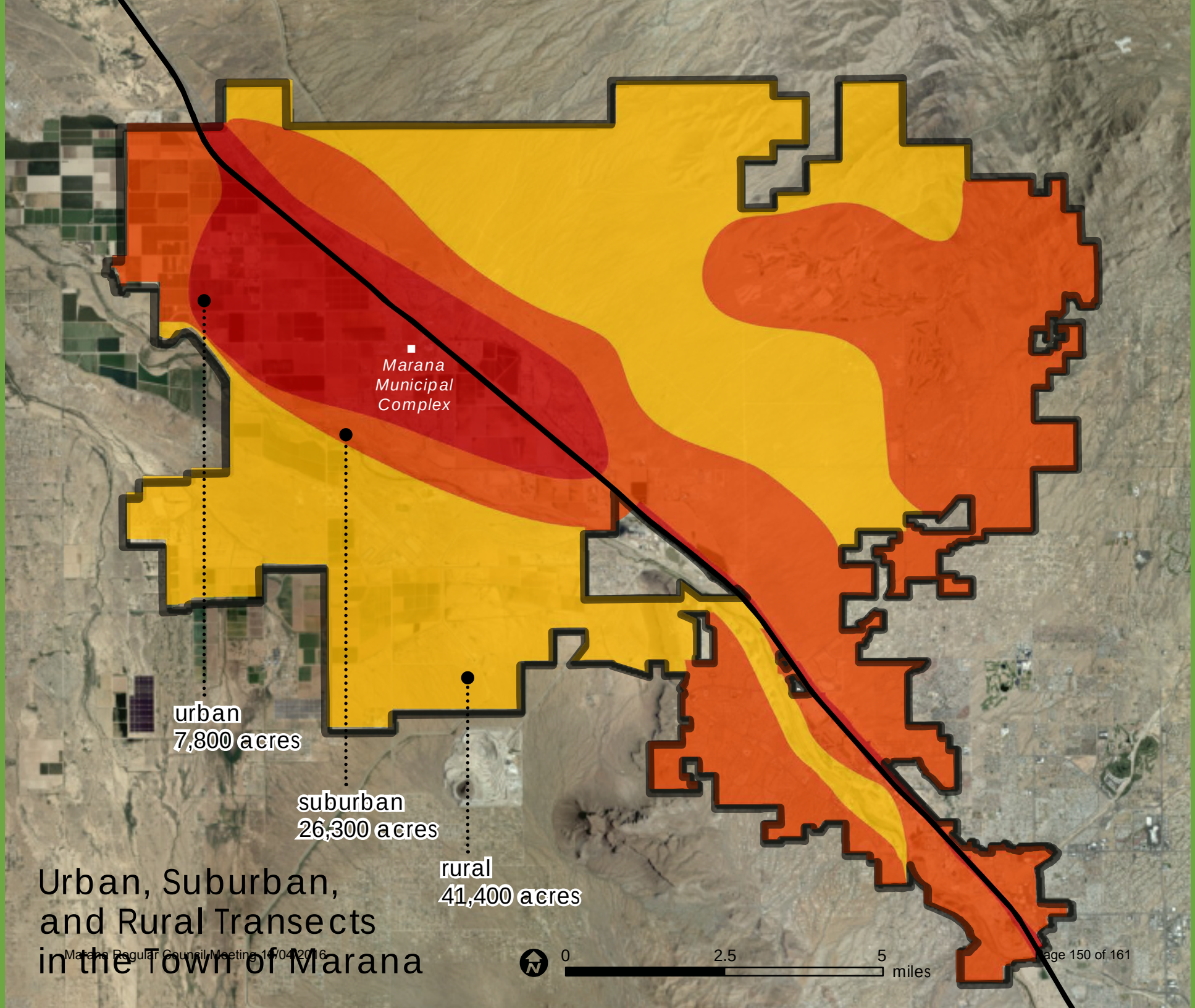
Density Transect Analysis

There are patterns and forms of development that allow one to identify the prevailing character of a place as more or less "rural" or "urban." In the American West, where wide open spaces can still be found, one can typically see the whole range of gradients as one travels from the outside of a city to its downtown center. Abrupt changes from one type of environment to another are rare and development that introduces such changes are usually seen as being inappropriate and "out of place." To observe the more or less gradual pattern of change along a linear path in this way is to see the environment as a "transect," which is where the Transect Planning concept takes its name.

Transect-oriented planning stems from recognition that the surrounding context of a place is important and that this diverse range of environments are valued for their differences – people choose to live in the city or visit the countryside because of the characteristics that make them distinct. It is an approach that seeks to identify the physical forms and patterns of development that communicate this character and to provide strategies such as "form-based codes" for shaping and locating new development that maintains or transforms the character of a place.

The constructed features in parks and recreation facilities should likewise be responsive to surrounding character, while also enhancing the community identity unique to Marana. A simplified transect-based model of organization was chosen for the purpose of this study, spanning "urban, suburban, and rural." To identify which general areas to include in each "design transect," a map was produced representing a synthesis of: existing development character; areas where land uses are planned to occur; measures of relative population density; and traditional transect hierarchy. Using GIS to overlay maps representing these factors over recent aerial imagery resulted in the map on the opposite page. The boundaries of each transect are generalized, as this method lacks the precision necessary to apply to specific parcels.

Pages 49-50 display the recommended design typologies for each of the transects in Marana. The affiliated "Marana Design Guidelines" document contains additional design features for the Town.



Urban, Suburban, and Rural Transects in the Town of Marana

plants



Tradescantia pallida 'Purpurea'
purple heart



Aloe barbadensis
aloe vera



Dodonaea viscosa
hopbush



Lagerstroemia indica
crape myrtle



Parkinsonia praecox
palo brea



Dasylirion wheeleri
desert spoon

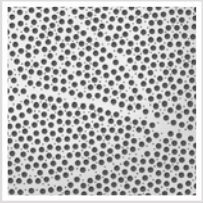
materials



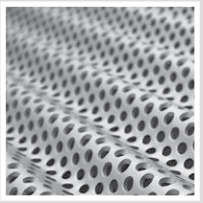
high performance concrete - white



translucent concrete



perforated steel



perforated aluminum



wood - ash



mixed medium - concrete/wood

branding



steel branding on ground treatment



steel branding on structure facade

BURBAN RURAL



Leucophyllum frutescens
Texas ranger



Pachycereus marginatus
Mexican fencepost



Vachellia farnesiana
sweet acacia



Olneya tesota
ironwood



Justicia californica
chuparosa



Senna wislizeni
shrubby senna



Fouquieria splendens
ocotillo



Prosopis velutina
velvet mesquite



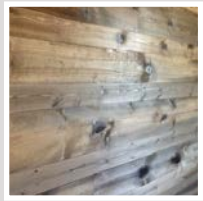
Parkinsonia florida
blue palo verde



rough formed concrete



perforated steel



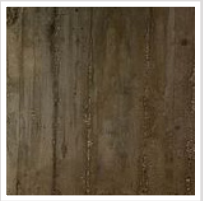
wood - oak



wood - weathered oak



gabion



weathered concrete



rusted perforated steel



rusted perforated corrugated steel



wood - weathered pine



perforated steel inspired by intrinsic characteristics



concrete branding on seating elements

steel branding on concrete structure facade





steel branding on seating element

Conclusion

The Town of Marana is a growing municipality with many opportunities to provide current and future residents with an abundance of quality parks, trails and open spaces. These natural resources should continue to be supported with quality programming, facilities, and special events to encourage residents to take full advantage of the unique natural resources Marana has to offer.

This document has identified areas of priority for future parks and open spaces; provided a level of service analysis for the parks of Marana; analyzed the current path and trail connectivity within the Town; provided policy recommendations that are relevant given the current conditions; and provided branding and design typologies rooted in the development density transects which currently exist within the Town. This document should be referenced in any new construction or preservation of green infrastructure elements. As such, Marana will ensure a systematic approach to the development of their green infrastructure, creating a network of higher value to both Marana residents and to area wildlife. Elements of the green infrastructure network should be given character according to the density transect branding components into which they fall. In doing so, the Town will achieve a wholistic yet unique urban design palette which will attract future residents and visitors.

The results of the survey conducted for this document in addition to the feedback from the stakeholder meetings should be used to inform decisions for current and future programming, special events, and facilities maintenance needs as identified by Marana residents. Providing services in line with the desires of Marana residents will attract new residents and visitors to the Town, give Marana a regional presence, and raise the overall quality of life.

Finally, this publication, in conjunction with the 2010 Parks, Recreation, Trails, and Open Space Master Plan is provided as a working document. Efforts to digitize future parks, trails, and open space should continue past the life of this document's writing and should be considered of the utmost importance to the continuation of provision of quality facilities and services for Town residents.



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Wood Dale Park District – Community Action Plan, Park Classifications and Levels of Service

Council-Regular Meeting **A2**

Meeting Date: 10/04/2016

To: Mayor and Council

Submitted For: Curry C. Hale, Human Resources Director

From: Jane Fairall, Deputy Town Attorney

Date: October 4, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-105: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 – Classification and Compensation by adding new Policy 3-11 "Severance Benefits" (Curry C. Hale)

Discussion:

This item proposes a revision to Chapter 3 of the Town's Personnel Policies and Procedures to add new Policy 3-11 regarding Severance Benefits.

If adopted, this policy will allow the Town Manager, in his discretion, to provide defined severance benefits to employees in unclassified positions under certain conditions. Currently, unclassified positions include all Department Heads, as well as the Deputy Chief of Police, the Communications Manager, and Assistant to the Town Manager. Unclassified positions are at-will positions, meaning that employment may be terminated upon the will of the employer or employee at any time with or without cause.

The severance benefits policy will allow the Town Manager to provide up to 3 months' salary and up to 3 months' payment of COBRA premiums to an unclassified employee who is terminated without cause, or who resigns in lieu of being terminated without cause. Employees who voluntarily resign, or retire, or who are terminated for cause would not be eligible to receive severance benefits. In order to receive the severance benefits, the employee would be required to sign a separation agreement waiving any claims the employee may have against the Town regarding his/her employment.

The Town has on occasion in the past offered severance benefits similar to those set forth in the

proposed policy to Department Heads who have resigned in lieu of termination without cause. However, because the Town did not have a policy in place, each individual separation agreement had to be approved by Council separately. Approval of this policy will allow the Town Manager to act within Council-defined parameters without specific approval for each severance package.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	N
Amount:	$ variable

The cost of any severance benefits would be absorbed within the department's budget and offset by projected savings in other expenditure categories.

Staff Recommendation:

Staff recommends approval of the severance benefits policy.

Suggested Motion:

I move to adopt Resolution No. 2016-105, approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 – Classification and Compensation by adding new Policy 3-11 "Severance Benefits."

Attachments

Resolution No. 2016-105

Exhibit A Chapter 3 Revision

MARANA RESOLUTION NO. 2016-105

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 3 – CLASSIFICATION AND COMPENSATION BY ADDING NEW POLICY 3-11 "SEVERANCE BENEFITS"

WHEREAS Chapter 3-3 of the Marana Town Code provides that the Town Council may adopt personnel policies, rules, and regulations that follow the generally accepted principles of good personnel administration and which may be modified or changed from time to time; and

WHEREAS the Town Council adopted Personnel Policies and Procedures via Town of Marana Ordinance 99.12 and Resolution 99-38 on May 18, 1999, which have been amended from time to time; and

WHEREAS the Council finds that adoption of the amendments to the Town's Personnel Policies and Procedures as set forth in this resolution is in the best interests of the Town and its employees.

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

SECTION 1. Chapter 3 of the Town's Personnel Policies and Procedures, entitled "Classification and Compensation" is hereby amended by adding new Policy 3-11 "Severance Benefits" as set forth in Exhibit A attached to this resolution.

SECTION 2. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

SECTION 3. 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 aforementioned amendments.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

CHAPTER 3.

CLASSIFICATION AND COMPENSATION

[No revisions to Policies 3-1 through 3-10]

POLICY 3-11 SEVERANCE BENEFITS

The Town Manager may provide severance benefits to eligible employees pursuant to the provisions of this policy. This policy does not and shall not create employment or compensation rights.

Section 3-11-1 Eligibility

A. The provisions of this policy apply to employees in unclassified positions whose employment is terminated by the Town without cause, or who resign in lieu of termination without cause.

B. Employees in classified and temporary positions are not eligible for severance benefits.

Section 3-11-2 Severance Benefits

A. The Town Manager may determine in his or her sole discretion whether to provide severance benefits to an eligible employee based on the provisions of this policy and any other relevant factors, including, without limitation, the employee's position and the employee's length of employment with the Town.

B. When the Town Manager determines to provide severance benefits to an eligible employee, the severance benefits shall be as follows:

1. Severance pay equal to up to three months' salary, based on the employee's annual base salary as of the date of employment separation, less applicable state and federal withholding taxes as required by law.

2. If the employee elects COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) continuation coverage for medical, dental and/or vision insurance through the Town's COBRA administrator, the Town will pay 100% of the employee's COBRA premiums directly to the COBRA administrator on the employee's behalf for up to three months.

C. Severance benefits do not include any payment which the employee is already entitled to for earned wages, accrued vacation hours, overtime compensation, or any other benefits accrued and vested to the employee. Payment of these items will be governed by applicable law and policy.

Section 3-11-3 Disqualification

An employee in an unclassified position is not eligible for severance benefits if his or her termination is due to one or more of the following actions:

A. Voluntary resignation

B. Retirement

C. Termination for cause

Section 3-11-4 Conditions for Receipt of Severance Benefits

A. To be eligible for benefits under this policy, the employee must execute a separation/severance agreement within the timelines and terms and conditions established by the Town.

B. The separation/severance agreement will include, without limitation, a waiver by the employee of any and all legal claims or potential legal claims against the Town, its officers, employees, and agents relating to the employee's employment or separation of employment with the Town.

Section 3-11-5 Budget Appropriation and Capacity

All severance benefits are subject to any limitations imposed by the Town's budget appropriations and capacity and the availability of funds.